



Namati

Personnel Policy Manual

Table of Contents

Section I: Introduction	3
1.1 History	
1.2 Policy Manual Use and Purpose	
1.3 Fiscal Year	
1.4 General Polices: Workplace Diversity an Affirmative Action	
Section II: Employment Status, Records and Hiring	5
2.1 At-Will Status/Employment	
2.2 Conflict of Interest	
2.3 Political Participation	
2.4 Fees and Honoraria Policy	
2.5 Personnel Classification: Regular and Temporary	
2.6 Changes in Personnel Classification	
2.7 Introductory Period	
2.8 Voluntary Termination of Employment	
2.9 Personnel Records	
2.10 Performance Evaluations	
2.11 References	
2.12 Job Postings	
2.13 Work Eligibility	
2.14 Job/Position Descriptions	
Section III: Employee Benefit Programs	10
3.1 Employee Benefits	
3.2 Employee Benefits Definitions for Eligibility	
3.3 Health Insurance	
3.4 Worker's Compensation	
3.5 Continuation of Medical Insurance	
3.6 Short Term Disability Insurance	
3.7 International Medical Assistance and Evacuation Insurance	
3.8 Retirement Savings Plan	
3.9 Flexible Spending Accounts	
3.10 Pre-Tax Transportation and Parking Benefit	
Section IV: Anti-Discrimination and Harassment	13
4.1 Equal Opportunity Policy	
4.2 Policy Prohibiting Harassment and Discrimination	
4.3 Sexual Harassment Policy	
4.4 Complaint & Investigation Policy	
4.5 Grievance Policy	
4.6 Prohibition Against Retaliation	
Section V: Work Conditions and Hours	16
<i>Conditions</i>	
5.1 Substance-Free Workplace	
5.2 Personal Property	
5.3 Working Hours	

5.4 Flexible Work Hours and Flex-location

Time Off

- 5.5 Sick Time
- 5.6 Personal Days/Floating Holidays
- 5.7 Vacation
- 5.8 Maternity/Paternity Leave
- 5.9 School Leave
- 5.10 Holidays
- 5.11 Weather Delays

Section VI: Leave of Absence _____20

- 6.1 Family and Medical Leave
- 6.2 Military Leave
- 6.3 Jury and Witness Duty

Section VII: Payroll & Timekeeping _____22

Payroll

- 7.1 Payroll Deductions
- 7.2 Pay Schedule
- 7.3 Payment of Exempt Employees on a Salary Basis
- 7.4 Overtime Pay
- 7.5 Wage Garnishments

Timekeeping

- 7.6 Time Records

Section VIII: Employee Conduct & Disciplinary Actions _____24

- 8.1 Conduct Standards
- 8.2 Discretionary Disciplinary Policy
- 8.3 Involuntary Termination Policy
- 8.4 Whistleblower Policy - Reporting Misconduct
- 8.5 Confidentiality and Data Protection Policy
- 8.6 Open Door Policy

Section IX: IT, Communications and Property Policies _____28

- 9.1 Communications Technology Usage Policy
- 9.2 Confidentiality of Voice Mail and Electronic Mail
- 9.3 Intellectual Property Policy
- 9.4 Social Media and Internet Postings Policy

Section X: Acknowledgement of Receipt of Namati's Personnel Policies _____31

Section I: Introduction

1.1. Organization

Namati is a non-profit organization founded in 2011. Namati is dedicated to legal empowerment—to the capacity of all people to exercise their rights and to participate in the process of governing.

1.2. Policy Manual Use and Purpose

This Namati Policy Manual (“Policy Manual” or “Manual”) outlines policies to guide us in our daily work together. This Policy Manual is not a contract, but a guideline. Its contents should not be interpreted as an express or implied contract or covenant of any type between Namati and its employees. ALL EMPLOYEES OF NAMATI ARE EMPLOYED AT WILL, WHICH MEANS THAT THE ORGANIZATION OR EMPLOYEE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE

Underlying what we are communicating in this Policy Manual is Namati’s desire to support individual and organizational performance and development, actively encourage productive teamwork and provide the information necessary for all of us to make good decisions as we go about our daily work.

Please read this entire Policy Manual and sign the separate acknowledgment page and return it to the Director of Finance and Administration within your first two (2) days of employment. You are responsible for knowing the contents of the Policy Manual and using it as a guide. Of course, you may ask questions about our policies and procedures. Feel free to speak with your supervisor, the Director of Finance and Administration or the Chief Executive Officer at any time.

Namati, in its discretion, may amend, suspend or terminate any policy, practice, benefit or description contained in this Manual and any terms and conditions of employment at any time with or without notice. All employees are subject to Namati’s rules, regulations, policies and procedures, whether included in this Policy Manual or elsewhere.

If you have a written employment agreement with Namati, its terms supersede the provisions of this Policy Manual, but only to the extent that the matter is covered under the agreement. Otherwise, the terms of this Manual prevail. State and local laws may require some modification to these guidelines and this Manual shall be automatically deemed amended to comport with such laws.

Although the policies contained in this Manual pertain to a wide variety of situations, they are not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described.

1.3 Fiscal Year

Namati’s fiscal year begins on January 1st and ends on December 31st each year.

1.4 General Policies: Workplace Diversity and Equal Opportunity

Namati cultivates a work environment that encourages fairness, teamwork, and respect among all employees. We are firmly committed to maintaining a work atmosphere in which people of diverse backgrounds and lifestyles may grow personally and professionally. Our policy is to provide equal opportunity for all employees. In support of our commitment to equal opportunity in all matters relating to employment, we maintain a positive, continuing program of affirmative action.

Section II: Employment Status, Records and Hiring

2.1 At-Will Status/Employment

Employment at Namati is “AT WILL,” which means that any employee may voluntarily resign at any time, and that Namati may discharge an employee at any time, with or without cause or notice.

Namati is free in its discretion to change wages, benefits, employee benefit contribution levels, work hours, and all other working terms and conditions of employment without prior consultation, agreement, or notice to employees.

This Policy Manual and any other Namati documents or communications (other than a written contract signed by the CEO) do not constitute express or implied contracts of employment between Namati and the employee, nor a guarantee of any benefits described in this Manual or any other document or communication.

2.2 Conflict of Interest

It is crucial to our work that the relationships and transactions of Namati’s staff with other individuals, organizations, companies, etc. remain on a highly professional level and be carried out in an ethical manner at all times in order to avoid conflict of the appearance of conflict between personal interests and those of Namati.

Namati expects all employees to avoid any and all potential conflicts of interest. A conflict of interest occurs when a transaction or relationship exists which in reality, or in perception, may present a conflict between the individual’s interests and the interests of Namati. This includes those circumstances where the individual may incur any benefit from the transaction or relationship. It is the responsibility of the employee to alert the Chief Executive Officer or Director of Finance and Administration to any issues that may result in such a conflict, or the appearance of a conflict of interest. At the beginning of each fiscal year, officers and directors are required to submit a written disclosure, either to the President of the Board of Directors or the Chief Executive Officer that identifies interests that could potentially give rise to conflicts.

No Namati employee shall accept a gratuitous payment or article of monetary value from actual or potential grantees or suppliers, except (a) gifts presented to Namati where the recipient is representing Namati and thereafter presents the gift to Namati, or (b) gifts that are motivated solely by a family or personal relationship, and are in no way connected with the recipient’s official Namati duties. In general, a recipient should make every effort to decline to accept gifts on behalf of Namati, but in cases where it would be considered ungracious to do so, should make it clear that the gift is being accepted on behalf of, and will be given to Namati. Employment or consulting agreements with Board members or suppliers is prohibited while employed at Namati.

It is expected that members of the Namati Board of Directors, and consultants, will adhere to the stipulations identified within this section when engaged in Namati business.

2.3 Political Participation

Employees are free to engage in political activities in their personal capacities when, in the employee's judgment, such activities, will not conflict with their ability to carry out Namati responsibilities. Employees should keep in mind, when making such decisions, the potential difficulty in outside perception in distinguishing between the employee's personal and professional capacities. No political activities can be conducted during an employee's business day, or with the use of any Namati resources, and employees engaging in political activities must make clear that they are doing so in their individual capacities. Employees must not use their Namati affiliation when identifying themselves in connection with political activity.

2.4 Fees and Honoraria Policy

Any person employed by Namati, whether temporary or regular, who consults, lectures, counsels, advises or otherwise represents Namati or outside individuals or organizations on behalf of Namati must remit all fees, donations, or honoraria to Namati. In the event that an institution is required to write the payment to a specific individual and not an organization, the check may be written to the individual but then must be immediately signed over or, if paid in cash, given to Namati upon receipt. Any exceptions to this policy must be approved in advance by the CEO, or, in the case of the CEO, by the Board of Directors.

Status

2.5 Personnel Classification

Your Namati personnel classification is based on your job description and on the nature of the position, consistent with the Fair Labor Standards Act and all applicable state laws. At the time of hire or change in classification, each employee is classified as regular full-time, regular part-time or temporary and as exempt or non-exempt. Your classification determines how you are paid, to what benefits you are entitled, and whether or not you receive overtime pay. Non-exempt employees are employees who, pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, are entitled to overtime pay equal to one and one-half (1.5) times their regular pay for all hours worked in excess of 40 hours per workweek. Exempt employees are those in exempt executive, professional, administrative or computer professional positions. Pursuant to the FLSA, exempt employees are not entitled to overtime pay for hours worked in excess of 40 hours per workweek.

Regular Status:

Full-time employees are those who are assigned a regular work schedule of forty (40) hours per work week and whose assignment is indefinite (does not have a specified end date). Full-time employees are eligible for all employee benefits. Full-time employees may be exempt or non-exempt as defined above.

Part-time employees are those who are assigned a regular work schedule of less than forty (40) hours per work week and whose assignment is indefinite (does not have a specified end date). Part-time employees are eligible for limited employee benefits. Employees who have a regular work schedule of thirty (30) hours or more per week are eligible for health insurance.

Temporary Status:

Temporary full-time or part-time employees are those who are assigned to work for a limited period of time, typically no longer than 12 months. Temporary employees are eligible for only legally mandated benefits such as employer payroll taxes, workers' compensation insurance and state unemployment insurance.

Consultants and independent contractors are those engaged by Namati from time to time. These individuals are not employees and are therefore ineligible for employee benefits, regardless of the length of the contractual relationship. No taxes are withheld from nor paid on behalf of the consultants or independent contractors. Consultants and independent contractors are required to provide a completed W-9 form to Namati along with their consulting agreement.

Interns or Fellows: Interns or Fellows may come to work at Namati through formal arrangements or through informal arrangements to further Namati's mission and, possibly, their own educational goals. These positions may be unpaid, although a salary, reimbursed expenses and fringe benefits may be available under some circumstances. The terms of each position will be developed independently, and will include its own provision for pay, reimbursed expenses or benefits as the situation indicates.

Nothing provided for under this policy or Manual alters any employee's status as an at-will employee.

2.6 Changes in Personnel Classifications

Your personnel classification (which determines eligibility for benefits and overtime pay) may change over the course of your employment with Namati. If at any time you have a question about a possible change in your classification, please contact the Director of Finance and Administration.

Changes in your employee classification may result from a job change, a promotion, or a change in work hours or your job description.

2.7 Introductory Period

The introductory period for all employees is meant to provide you and Namati with an opportunity to evaluate the working relationship. All employees will complete a ninety (90)-day introductory period. The introductory period begins with your orientation, which includes a Policy Manual review, and a review of your job description and the development of initial work plan objectives. During your introductory period, your work team has the responsibility of training you in your responsibilities and orienting you to how your work fits into the commitments of your team, and of Namati, as an organization. Completion of your introductory period is not a guarantee of continued employment with Namati.

2.8 Voluntary Termination of Employment

Employees reserve the right to voluntarily terminate their employment or resign from their position at Namati. Namati requests of support staff. Namati requests thirty (30) days' notice of Director-level staff and a minimum of fourteen (14) days' notice from all other staff.

Records

2.9 Personnel Records

The purpose of this Personnel Records Policy is to address how and under what circumstances Namati will maintain and release personnel information pertaining to the organization's employees.

A personnel file shall be maintained for each Namati employee and shall consist of any information in any form gathered by the organization with respect to the employee and relating to the employee's application, selection or non-selection, promotion, demotion, transfer, leave, salary, suspension, performance evaluation, disciplinary action, or termination of employment. Personnel files are treated as confidential by Namati. The information it contains is available to the employee (where required by law), the employee's supervisor, the Chief Executive Officer and Director of Finance and Administration, and others as required by law or organizational necessity.

2.10 Performance Evaluations

The performance of each Namati employee will normally be evaluated at least once annually. The goals of performance evaluation are:

- To allow for continuous communication between supervisor and employee about job performance;
- To offer the supervisor and employee the opportunity to develop a set of expectations for future performance;
- To provide the opportunity for the supervisor and employee to assess the employee's past performance;
- To provide for future development of the employee;
- To provide supporting documentation for pay decisions, promotions, transfers, complaints, disciplinary actions, and terminations.
- To give the employee a chance to give feedback to her/his supervisor

2.11 References

The Director of Finance and Administration will respond to all reference check inquiries. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held, unless a completed Reference Authorization form is on file. Employees who want a full reference must complete the Reference Authorization form.

Hiring

2.12 Job Postings

Namati aims to select the most qualified person available for a position based on knowledge, skills, experience, and ability to perform job requirements. Namati employees may apply to any posted positions for which they believe they are qualified.

2.13 Work Eligibility

Namati employees must have the legal right to work in the United States prior to commencement of work related activities. As a condition of employment, by the third day of work, each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility in compliance with the Immigration Reform and Control Act of 1986. Employees will not be qualified to begin employment until they have provided evidence of work authorization.

Any employee whose present verification documentation or immigration status is due to change or expire is required to inform the Director of Finance and Administration three (3) months prior to such event.

2.14 Job/Position Descriptions

Position descriptions are designed to serve three purposes at Namati. First, they give prospective employees a clear understanding of the nature of an open position and facilitate the recruitment process. Second, they serve as guidelines for employees already working in established positions. Third, they assist Namati in identifying the essential functions and requirements of each of our positions. Position descriptions are dynamic documents, meant to be updated and revised continuously based on the programs and services we offer.

Section III: Employee Benefit Programs

3.1 Employee Benefits

Eligibility for employee benefits is determined by the plan's provider.

Namati offers the following benefits:

- Health Insurance
- Workers' Compensation
- Continuation of Group Medical Insurance
- Short-term Disability Insurance
- International SOS Business Travel Assistance
- Retirement Savings Plan
- Flexible Spending Accounts
- Life Insurance
- Paid and unpaid leave

This section of the Policy Manual describes some general features of the benefits available to eligible Namati employees. New employees will be contacted at the appropriate time regarding enrollment for these benefits and a summary plan description will be provided. Namati's group health, disability insurance, and retirement savings plan are described more fully in summary plan descriptions that are distributed to eligible employees. Complete details of these plans are contained in official plan documents, such as insurance contracts and master plan documents. If there is any contradiction between the information appearing in this Policy Manual and the official plan documents, the official plan documents will govern in all cases. The requirements for enrollment in each of these plans vary.

Namati reserves the right to alter, amend or terminate these benefits, or any other benefits in its sole discretion at any time. The level of employee contribution to benefits cost also is subject to change at Namati's discretion.

3.2 Employee Benefits Definitions for Eligibility

Certain benefits, such as health insurance coverage and family care leave, use the term "immediate family" or "domestic partner" in descriptions of eligibility or coverage. "Immediate family" is defined by Namati's health insurance provider as a spouse or domestic partner, children (including stepchildren), and other individuals over whom the employee holds legal guardianship.

3.3 Health Insurance

Namati offers group health insurance for all eligible employees and currently pays 80% of the individual premium. Namati currently pays 50% of the additional cost of premiums for eligible family members. Employees are eligible to enroll in Namati's health insurance plan during the first calendar month of employment (subject to plan carrier restrictions), with coverage to take effect on the first day of the calendar month following the month the employee begins working for Namati. Employees may also enroll in group health insurance as a result of the occurrence of a major life event, or during annual periods of "open season." Employees may add dependents to the health care plan when joining

Namati, during “open season” or upon the occurrence of a major life event (such as the birth of a child), but they will be charged for the difference between the cost of health insurance for the individual employee and the additional coverage of the dependent(s).

3.4. Workers' Compensation

All employees are protected by our workers' compensation insurance policy while employed at Namati. The policy is available at no cost to the employee and covers injury or illness resulting from legitimate work activities. We are required to report injuries covered under workers' compensation within twenty-four (24) hours. Employees must report any on-the-job injury to their supervisor or the Director of Finance and Administration immediately. Inordinate delay in reporting could cause denial or delay of insurance compensation. Coverage under workers' compensation is governed by statute and is subject to change.

3.5 Continuation of Medical Insurance

Employees covered by Namati's group health insurance plan have certain legal rights under state law to remain on the insurance plan at their own expense for a period of time after separation. Health care continuation laws vary from state to state; see the Director of Finance and Administration for further information.

3.6 Short Term Disability Insurance (SDI)

Namati provides SDI coverage at the organization's expense for all eligible employees. SDI ensures that employees receive a percentage of their salary when they cannot work for a short period of time because of illness or injury not related to employment. Eligibility for coverage begins on an employee's first day of employment and ends on his or her last day of employment.

3.7 International Medical Assistance and Evacuation

Namati provides medical assistance and security and medical evacuation insurance for all its employees who travel outside of the United States.

3.8 Retirement Savings Plan

Namati offers its employees the opportunity to save for retirement by establishing a 401k retirement plan. Employees are eligible to enroll in Namati's retirement plan upon successful completion of her/his introductory period. This plan is designed to be used in combination with other retirement savings you may have to provide you with income at retirement age. Contributions to a 401(k) retirement plan, whether by Namati, or an employee via a salary reduction agreement, generally are not subject to federal income tax until distributed from the plan. Currently Namati offers its employees a 5% contribution by Namati (with vesting after completion of one (1) year of employment with Namati), plus a match of the employee's contribution of up to 5% of her or his salary.

3.9 Flexible Spending Accounts

Namati offers flexible spending account options to its employees, who may set aside a portion of pre-tax earnings to pay for qualified medical and dependent care expenses in accordance with federal guidelines, which are currently \$2,500 per year.

3.10 Pre-Tax Transportation and Parking Benefit

Namati offers a pre-tax Transportation and Metro Parking benefit so that its employees can set aside pre-tax dollars each month to be applied towards qualifying transportation costs. Employees may set aside up to \$125 per month for transit, and up to \$110 per month for metro parking, per federal guidelines. Each employee may elect payroll deductions in increments of \$10 starting at \$40 up to the current maximum of \$125 Transit per month and \$110 Metro Parking. SmarTrip cards may be used for Metrorail, Metrobus, and Metro Parking.

3.11 Compensation Adjustments

On an annual basis Namati will conduct a review of economic conditions to evaluate the appropriateness of providing a cost of living increase to staff. Cost of living increases will be based upon the appropriate price index, to be determined by the Director of Finance and Administration, in the home market of the impacted staff. Based upon this evaluation, and contingent on the availability of funds, the CEO may elect to provide a cost of living increase to staff up to the increase in the price index.

Based upon annual performance reviews, supervisor recommendations, and contingent on funding, the CEO may also elect to provide a merit raise to appropriate staff. Merit raises will take into account the appropriate salary range for the position based upon the market in which the individual is employed.

In lieu of a merit raise, or to recognize the particular achievements of a staff member, the CEO may approve a one-time bonus. Any bonus will take into account the employee performance review and supervisor recommendation, and will be contingent on funding.

For notification purposes, each annual budget submission to the Board of Directors will include a detailed breakout by staff member identifying all compensation changes.

Section IV: Anti-Discrimination, Harassment and Grievances

4.1 Equal Opportunity Policy

It is our policy to select, place, train and promote the best qualified individuals based on relevant factors such as work quality, attitude and experience, so as to provide equal opportunity for all our employees in compliance with applicable local, state and federal laws, and without regard to non-work related factors such as race, religion, sex, national origin, age, disability, political affiliation, sexual orientation, gender identity or expression, marital status, citizenship, or any other characteristic protected by applicable law.

4.2 Policy Prohibiting Harassment and Discrimination

Namati is committed to promoting an organizational culture based on professionalism, equity and equal respect for all its employees regardless of race, religion, sex, national origin, age, disability, political affiliation, sexual orientation, gender identity expression, marital status, citizenship, or any other characteristic protected by law. We are committed to our employees being able to work in an environment that is free from any form of discrimination or harassment (such as oral, written or visual) based on these grounds or any other basis prohibited by law. This policy governs conduct both in the workplace and at any other location where a Namati -sponsored event takes place.

4.3 Sexual Harassment Policy

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature when:

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

No employee or supervisor is to threaten or insinuate that an employee's refusal to submit to sexual advances will adversely affect his or her employment, evaluation, wages, advancement, assigned duties or any other aspect of employment. In addition, no employee is to favor in any way any applicant or employee because that person has engaged in or shown a willingness to engage in sexual activity with the supervisor. Prohibited conduct includes, without limitation, unwelcome sexual flirtations, touching, advances or propositions and graphic or suggestive comments about an individual's dress or body. Employees cannot be forced to submit to such conduct as a basis for any employment decision, and Namati will do its best to keep itself free of any conduct which creates an intimidating, hostile or offensive work environment for our employees.

4.4 Complaint & Investigation Policy

An employee who feels that he or she is a victim of sexual harassment or harassment based on other categories protected by federal or local law should make it clear to the

offender that such behavior is offensive, if comfortable in doing so. The employee also has a responsibility to report the matter immediately to the Chief Executive Officer or the Director of Finance and Administration. If, for some reason, the employee does not feel comfortable in reporting a complaint to the Chief Executive Officer or Director of Finance and Administration, the employee should report the complaint to the Board of Directors. Any supervisor who becomes aware of harassing conduct in violation of this policy must immediately report such conduct to the Chief Executive Officer or the Director of Finance and Administration. Failure to report complaints in a timely fashion hampers Namati's ability to take the necessary steps to remedy such situations.

Namati will conduct a prompt, thorough and impartial investigation of all allegations of harassment by means of an objective third party, as needed. We will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints, some dissemination of information to others may be appropriate.

Any employee who is determined, after an investigation, to have engaged in harassment shall be subject to discipline, up to and including termination. Namati will also adopt preventative and corrective actions to the extent warranted under the circumstances.

It is a condition of employment that each employee cooperates with all Namati investigations. All employees should act responsibly and truthfully in making allegations, responding to allegations and providing information in an investigation.

4.5 Grievance Policy

Namati encourages an open and frank atmosphere in which problems, complaints, suggestions or questions can be answered quickly and accurately by representatives of the organization. Our philosophy is that all employees have free access to their immediate supervisors or to other supervisors of their choice to express their work-related concerns informally. In any work environment, differences will occasionally arise, which, at times, can relate to a basic concern or grievance regarding the employee's employment relationship. Namati recognizes the right of employees to express their grievances and to seek a solution concerning disagreements arising from working relationships, working conditions, employment practices or differences of interpretation of policy which might arise between Namati and its employees. Normally, these concerns can be resolved informally within teams. The first step toward resolving an issue is a frank and early discussion with your immediate supervisor.

In exceptional cases, a need may arise for a more formal approach to the problem. Should an employee feel, after verbal discussions with the immediate supervisor, that employee's rights under law or Namati policy have been violated, the employee may originate a grievance within ten (10) days of the date the alleged act occurred by presenting the facts in writing to the Director of Finance and Administration, who will notify the Chief Executive Officer of the grievance. If the grievance involves the Director of Finance and Administration, you may file the grievance directly with the Chief Executive Officer. Namati's leadership will investigate the grievance, if appropriate. The Director of Finance and Administration will inform you of the resolution, both verbally and in writing as promptly as possible, unless exceptional circumstances delay the consideration or investigation of the grievance.

If the grievance involves the Chief Executive Officer, the employee may file his or her written grievance directly with Namati's Board of Directors. The Board of Directors generally will not consider individual employment issues as appropriate matters for review, unless exceptional circumstances exist. The Board will determine the method it will use to resolve the grievance and will make every effort to do so in a timely manner.

4.6 Prohibition Against Retaliation

Namati will not retaliate against an employee for exercising his or her right to make a good faith report of discrimination, harassment or grievance or for participating in an investigation of a discrimination, harassment or grievance allegation in accordance with this policy. Conversely, a report made in bad faith will subject the reporting individual to disciplinary action, up to and including dismissal.

Acts of retaliation should be reported immediately to the Chief Executive Officer, Director of Finance and Administration or Board of Directors. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including dismissal.

Section V: Work Conditions and Hours

Conditions

5.1 Drug-Free Workplace

It is Namati policy to maintain a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988. It is Namati's policy that no employee shall use, possess, sell, trade, or be under the influence of an illegal drug or substance on Namati's premises or in any other location in connection with Namati business. This policy applies during all working hours, whenever conducting business or representing the organization, while on organization property, and while at Namati-sponsored events. All Namati employees must notify Namati in writing of any conviction for a violation of a criminal drug statute in the workplace or in connection with Namati business. A conviction includes a finding of guilt, a plea of nolo contendere, and/or the imposition of a sentence by any judicial body responsible for determining violations of federal or state criminal drug statutes. The notification must occur within five days of the date of conviction. Namati will notify federal contracting agencies when appropriate.

Namati encourages any staff member with a drug abuse problem to seek help from senior staff of Namati. The employee will be referred to appropriate resources.

Namati will take appropriate disciplinary action, up to and including suspension and termination of employment, against any staff member who is convicted of a drug offense occurring in the workplace.

Namati employees may not use alcohol during regular business hours. Employees may drink alcohol at Namati-sponsored functions, such as board/staff social events and fundraisers, if they do so in moderation.

5.2 Personal Property

We encourage employees to be prudent about bringing personal items to work. Namati is not responsible for damage or losses resulting from theft of personal property while you are away from your work area.

Hours

5.3 Working Hours

Each Namati office will establish its own official hours of operations. Namati offices are closed for holidays and on weekends. Full-time Namati employees work forty (40)-hour each work week; part time employees work the number of hours specified in their employment letters.

5.4 Telecommuting and Flexible Work Hours

Telecommuting is a work arrangement in which some or all of the work is performed at an alternative work site such as the home or in office space near home. In addition, the nature of Namati's work often requires that employees work in the evenings or on the weekends in order to meet deadlines. As an employer, Namati is open to creating reasonable,

alternative work schedules and authorizing telecommuting on a case by case basis. Alternative work schedules and locations must be approved in advance by the employee's supervisor, and must demonstrate that labor efficiency will not be reduced through these alternative arrangements. Namati reserves the right to rescind the authorization of a telecommuting or flexible work schedule arrangement if deemed necessary.

Time Off

5.5 Sick Time

Namati provides paid sick leave for illness, injury, doctor/medical appointment for employee or family member. ("Family member" is broadly defined to include a person with whom employee shares a residence, maintains a committed relationship, or for whom the employee has a caretaking responsibility.)

Full-time employees will accrue sick leave at the rate of 8 hours per month for a total of 96 hours (12 days) per year. Part-time employees will accrue sick leave pro-rated based on the number of hours worked per week. For example, a 20-hour per week salaried employee will accumulate 4 hours per month.

Sick leave may be carried over to the next year; however no employee can accumulate more than 28 days of sick leave total. There is no compensation for unused sick leave and there is no payout for accumulated sick leave when leaving the organization.

5.6 Personal Days/Floating Holidays

Namati provides 3 personal days for each full time employee during the fiscal year, January 1 – December 31 of each year. Part-time employees receive a pro-rated apportionment of personal days based on the number of hours worked per week. Unused personal days do not carry over from one fiscal year to the next fiscal year.

5.7 Vacation

We encourage employees to take advantage of Namati's generous vacation policy. We believe that all employees need to take a break from work and that such breaks help ensure the high quality of their work when they return. Annual leave needs to be requested and approved by the employee's supervisor in advance.

Salaried employees working at least 20 hours per week begin accruing vacation leave upon their first day of employment. Full-time employees accrue annual leave at the rate of 10.00 hours per month for a total of 15 days per year for the first two years of service. Following completion of the second year of employment, employee will be entitled to 13.33 hours per month for a total of 20 days of annual vacation leave. Part-time employees are attributed a pro rata share of vacation days depending on the number of hours worked. For example, an employee working half-time will receive 5.00 hours per month for the first year.

Staff can accrue up to 120 or 160 hours of annual leave in any fiscal year, based upon their annual accrual rate. Employees may accrue leave during a fiscal year above this amount but any hours above the annual accrual rate will be lost at fiscal year end. (For part-time employees, the carry-over is based on their pro rata share of working hours.)

There may be a grace period, approved by the Chief Executive Officer, to carry over additional time for a short period depending on circumstances. Upon leaving the organization, employees will only be paid for unused vacation time up to the maximum annual accrual, which is accrued through the last day of employment.

5.8 Maternity/Paternity Days

Namati employees are eligible for maternity/paternity days after completing one (1) year of service with Namati. Eligible employees who become parents either through the birth of a child, adoption or foster care are able to take up to 10 days of paid leave within the first six months of that event. Mothers who have given birth are prescribed additional benefits under Namati's short term disability policy. New parents may elect to take additional unpaid leave as outlined under Namati's FMLA policy.

5.9 School Leave

Any employee who is also a parent is entitled to a total of 24 hours of unpaid leave during any 12 month period to attend to or participate in a school-related event for his or her child. School-related event means an activity sponsored by either a school or an associated organization such as a PTA. A school-related event includes a student performance such as a concert, play or rehearsal; a school sports team's game or practice; a meeting with a teacher or counselor, or any similar type of activity.

For purposes of School Leave, a parent means the biological mother or father of a child; a person who has legal custody of a child; a person who acts as a guardian of a child regardless of whether legally appointed as such; an aunt, uncle or grandparent of a child; or a person who is married to or the domestic partner of one of the above.

The leave provided under this section shall be unpaid unless the employee elects to use any paid annual or personal leave that has been accrued.

5.10 Holidays

We offer our employees paid holidays throughout the year to facilitate participation in national holidays and to provide opportunities for celebration of religious and ethnic holidays.

Namati recognizes the following days as official holidays each year. The following is a list of official holidays for all Namati employees based in the United States. Namati's offices will be closed on these days:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

When a holiday falls on a Saturday or Sunday, the office will be closed in accordance with the holiday schedule prescribed by the Federal government. Namati may alter this schedule at any time in its discretion.

Only eligible employees who are regularly scheduled to work on the day that the holiday falls are eligible for holiday pay. Employees on unpaid leave are also not eligible for holiday pay. If a paid holiday occurs during an employee's vacation, the employee (if eligible), will receive the holiday and will not be charged that day as vacation.

5.11 Weather Delays

Namati understands that extreme weather can make it difficult to arrive to the office. Namati follows the guidance about weather delays given to Federal government employees. Employees should use their best judgment in determining whether the roadways are safe enough to travel.

Section: VI: Leave of Absence

6.1 Family and Medical Leave

Employees who have been employed with Namati for a minimum of one (1) year without a break in service and who have worked a minimum of one thousand (1,000) hours during the twelve (12) month period immediately preceding a leave request are entitled to family and medical leave.

Employees taking family or medical leave associated with medical treatment may be required to provide Namati with a certification issued by the healthcare provider. If family or medical leave is foreseeable, Namati asks that employees provide their supervisors with as much advance notice as possible.

Employees who take family or medical leave under this provision shall not lose any employment benefit or seniority accrued before the date on which the family or medical leave commenced.

An employee may take a total of sixteen (16) work weeks of paid and unpaid leave (to include any combination of sick leave, short term disability, maternity/paternity leave and family and medical leave) during any twenty-four (24) month period for:

1. The employee's own serious health condition
2. The birth of a child of the employee
3. The placement of a child with the employee for adoption or foster care
4. The placement of a child with the employee for whom the employer permanently assumes and discharges parental responsibility
5. The care of a family member of the employee who has a serious health condition.

The term *family member* includes a person to whom the employee is related by blood, legal custody, or marriage; a foster child; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; or a domestic partner as defined above.

A *serious health condition* means a physical or mental illness, injury or impairment that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or supervision at home by a health care provider or other competent individual. If leave is taken to care for a family member who has a serious health condition, the family leave may be taken intermittently when necessary. Upon agreement between Namati and the employee, family leave may be taken on a reduced leave schedule, during which the sixteen (16) work weeks of family leave may be taken over a period not to exceed twenty-four (24) months.

If the request for family or medical leave is based on either the second, third or fourth reason set forth above, the entitlement to leave expires twelve (12) months after the birth or placement of the child.

Employees are required to exhaust their accrued, but unused paid personal, sick and vacation days during the period of leave. Once these days are exhausted, the balance of the leave will be unpaid. However, if the request for family or medical leave is based on

either the second or third reason set forth above, employees may substitute up to six (6) weeks of short-term disability leave at a pro-rated pay amount from the SDI carrier for part of the unpaid leave for which they are entitled. All such paid leave counts against the sixteen (16) work weeks of allowable family and medical leave available under this provision.

Employees who wish to use this benefit are expected to provide their supervisor with reasonable advance notice and supporting documentation as required in Namati's discretion. If scheduling leave as it is requested by the employee raises a major problem, an alternative proposal shall be developed to meet the Namati's needs.

While unpaid family or medical leave will be granted with the expectation that an employee may return to a position comparable to that which was vacated, or one of like status and pay, it should be understood that there can be no guarantee of such reinstatement. If upon return to work there is no comparable position available, the employee may be placed in another position of a different status and pay, or may be terminated. If the employee fails to return to work after expiration of the unpaid parenting leave, Namati may, at its discretion, terminate employment.

6.2 Military Leave

Employees who are members of the Reserves or the National Guard will be granted, upon request, an unpaid leave of absence for military training duty. However, they must present their orders in advance to the Director of Finance and Administration. Employees may use accrued leave for military leave.

A military leave will also be granted to employees who enter active military service in the Armed Forces or who are ordered for an initial period of active duty for training in the Reserves or the National Guard. Employees will be paid for any unused vacation, if eligible, on a pro rata basis for that year in accordance with the vacation policy set forth in this manual. Employees who return to work after an extended absence for military service are eligible for reinstatement in accordance with applicable law. They must, however, seek reinstatement within the required time limits and be qualified for work.

Employees who have questions regarding military leave should see the Director of Finance and Administration.

6.3 Jury and Witness Duty

Namati will grant regular employees up to two (2) days of paid jury duty or witness leave in a fiscal year. Jury and witness duty will not jeopardize the employee's employment status.

Employees should report to work on any day that they are excused from jury or witness duty, and, if practical, on any day that they are dismissed from jury or witness duty prior to the end of the work day.

Employees should notify their supervisor of jury or witness duty as soon as possible and provide a copy of the summons. Please submit proof of service to the Director of Finance and Administration after jury or witness duty is completed.

Section VII: Payroll and Timekeeping

Payroll

7.1 Payroll Deductions

Attached to each employee's paycheck is a stub showing the number of hours worked during the pay period, the amount of gross earnings, specific contributions to benefit plans, the amounts of specific deductions as required by law or authorized by the employee and net pay. We suggest that each employee review his or her pay stub carefully each pay period and that they retain it for their records. If any paycheck contains an error, please report it to the Director of Finance and Administration who will take the steps necessary to correct the error.

7.2 Pay Schedule

Employees are paid on a biweekly basis, every other Friday.

7.3 Payment of Exempt Employees on Salary Basis

All exempt employees are paid on a salary basis in conformity with the Fair Labor Standards Act. Being paid on a salary basis means an employee regularly receives a predetermined amount of compensation each week. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to the exceptions listed below, an exempt employee will receive full salary for any week in which the employee performs any work, regardless of the number of days or hours worked. Namati will not knowingly dock the pay of exempt employees in violation of the salary basis rules of the Fair Labor Standards Act.

Deductions from pay for absences of less than a week are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with organizational policies; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Namati is not required to pay the full salary in the initial or terminal week of employment or for any workweek in which an exempt employee performs no work. In addition, deductions from leave accruals for absences of less than a full day are acceptable and will be made in accordance with the applicable leave provisions set forth in this manual.

Exempt employees who believe they have not been paid on a salary basis in violation of the law should notify the CEO. Namati will reimburse employees for any inadvertent deductions made in violation of the salary basis rules.

7.4 Overtime Pay

Nonexempt employees are paid at the rate of one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) in a work week. Nonexempt California employees also are paid at the rate of one and one-half (1.5) times their regular rate of

pay for hours worked in excess of eight (8) in one day. The rate of pay for nonexempt California employees is doubled when they work more than eight (8) hours of the 7th consecutive working day in a workweek and beyond twelve (12) hours in any workday. Nonexempt employees are paid at their regular rate of pay for up to forty (40) hours in a work week. For purposes of calculating overtime, Namati's work week begins at 12:00 a.m. on Sunday and ends on 11:59 p.m. on Saturday. Hours not worked (e.g., lunch periods, vacation days, personal days, sick days, holidays, sick time) do not constitute hours worked for the purposes of computing overtime. Variations in the calculation and payment of overtime that are required under applicable state laws may be implemented.

Overtime is not at the employee's discretion; it requires advance supervisory approval. Namati does not provide compensatory time off as a substitute for overtime pay.

7.5 Wage Garnishments

From time to time, Namati may be required to withhold monies from an employee's pay. If this organization receives a court-authorized garnishment or levy, the employee affected will be notified immediately.

Timekeeping

7.6 Time Records

Namati requires all employees to keep accurate and complete time records regarding time work and paid absent time.

Section VIII: Employee Conduct & Disciplinary Actions

8.1 Conduct Standards

Namati employees are expected to be knowledgeable of Namati policies and procedures. Namati employees are responsible for maintaining the integrity of their work in accordance with the policies, rules, and guidelines of the organization, outlined in the aforementioned manuals.

- Employees are expected to conduct themselves in a business-like manner and be professional and productive in their work. Employees are expected to exhibit courtesy and a spirit of service to fellow employees, members, the Board and the general public.
- Employees are expected to be familiar with Namati's policies as well as the general overall operation of Namati.
- Employees are expected to maintain general appearance and dress appropriate to their work duties and environment.
- Work and public areas should be kept clean and neat at all times.
- Employees are expected to exhibit honesty and ethical concern for Namati's assets, which should be used for valid business purposes only. Namati's assets include not only equipment, office supplies and funds, but also technologies, concepts, information, strategies and plans, financial data and other information about Namati's work. Personal use of office supplies or postage, other than occasional use of phones for personal use, or excessive use of working time for personal matters are regarded as violations of business ethics.

8.2 Discretionary Disciplinary Policy

Occasionally, an employee does not meet the standards and expectations of Namati. When deemed appropriate, Namati, in its sole discretion, may institute the use of a discretionary disciplinary action process to correct an individual's misconduct and to warn that repetition of similar behavior can result in discharge, ranging from oral warnings to dismissal.

Namati may, in its discretion, take certain steps in lieu of immediate dismissal, such as the issuance of an oral or written warning to the employee. In Namati's discretion, any or all of these steps may be eliminated by Namati and Namati may choose to immediately discharge the employee. No contract of employment is intended or implied by this policy.

All terminations must be approved by the Chief Executive Officer.

Records will be kept in the employee's personnel file of all disciplinary action or warnings given to them.

8.3 Involuntary Termination Policy

Namati reserves the right to terminate any employee at any time, with or without cause or notice. The following list provides examples of behavior that may result in immediate termination of employment. These examples are illustrative only.

- Breaching confidentiality
- Violating the drug- and alcohol-free workplace policy
- Theft—including, but not limited to, the removal of organization property or the property of another employee from organization premises without prior authorization
- Disregarding established safety procedures or knowingly creating an unsafe work situation for self or any coworker
- Unauthorized use or dissemination of proprietary information
- Violating Namati's equal opportunity or harassment policies
- Unauthorized use or misuse of Namati property or assets
- Job performance issue(s) or behavior that is unacceptable or counterproductive to the Namati mission
- Corruption (i.e. giving or accepting bribes or kickbacks in the form of money, services, gifts or discounts intended to induce, influence or reward favorable decisions of any individual, organization, vendor, contractor in a business transaction)
- Engaging directly in trade or commercial activity or any other activity regarded as conflict of interest
- Absence from duty without prior permission
- Unauthorized disclosure of any confidential information
- Any action which may result in or create a situation detrimental to Namati work or reputation, outside or inside the place of work
- Any other violation of Namati policy.

All involuntary terminations require approval by the Chief Executive Officer.

8.4 Whistleblower Policy - Reporting Misconduct

Namati requires its staff and volunteers to make good faith reports of the suspected misconduct by the organization or any employee or agent. Such reports should be brought to the attention of the Chief Executive Officer, Director of Finance and Administration or Board Chair, who have an affirmative duty to investigate such reports and bring the results of the investigation to the Board of Directors. The commitment to improve the quality of the organization through such reports is vital to the well-being of the entire community. Retaliation as a response to such reports will not be tolerated. Retaliation, whether actual or threatened, destroys a sense of community and trust that is central to a quality environment. Namati, therefore, wishes to make clear that it considers acts or threats of retaliation in response to such reports to constitute a serious violation of the organization's policy.

For purposes of this policy, "misconduct" is an activity, practice or policy that the employee reasonably believes is in violation of a federal or state statute or regulation, is fraudulent or criminal or is incompatible with public policy concerning matters such as public health, safety or welfare or the preservation of the environment.

"Good faith report" means a report of misconduct, which the person making the report has a reasonable belief to be true and which is made without malice or consideration of personal benefit. Employees may submit reports anonymously, if they so choose. Namati will treat such reports as confidential, to the extent possible. However, Namati may need

to disclose certain information in connection with the investigation and corrective actions taken.

No employee or affiliate shall engage in retaliation in response to a good faith report. Actions are considered retaliatory if they are in response to a good faith report and have a materially adverse effect on the working conditions of the employee making the good faith report. For example, retaliatory actions include making any decision adverse to the employee solely as a result of that employee's good faith report or subjecting the employee to harassment such that it creates a hostile work or learning environment.

Namati will make every reasonable effort to stop retaliation immediately, to conduct a complete and thorough investigation of alleged acts of retaliation in a timely manner, to provide remedies to victims of retaliation, and to sanction the perpetrators of retaliation as appropriate.

To encourage and protect employees who make good faith reports of misconduct, it is the organization's policy that no reference to good faith reports shall be made in personnel files, letters of recommendation, performance appraisals, or any other permanent evaluative documents without the approval of the employee.

Reports of alleged misconduct that are not made in good faith are not protected under this policy. Those who make reports not in good faith will be disciplined as appropriate. It is not retaliation to discipline persons who knowingly or intentionally make false claims of misconduct or for the organization to take affirmative steps to prevent or correct damage to persons when it is determined that allegations of misconduct against them are false.

8.5 Confidentiality and Data Protection Policy

Confidential information

In working at Namati, employees are entrusted with confidential information that is proprietary or is not available to the public. Employees who receive such information should share it only with those Namati employees whose jobs require them to have access to the information. Such information must be kept confidential both during and after employment with Namati, unless the employee has written authorization to disclose such information. Employees should make every effort to handle confidential information carefully during the business day as well as securing it appropriately at the end of the business day.

Confidential information includes, but is not limited to:

- Personal information about Board members, staff, fellows, interns and partners;
- Employee payroll (salary and wage) information; personnel file information (including employee names, addresses and phone numbers);
- Business records, including budgets, finances, mailing lists and non-public information about members and donors;
- Any other Namati information that is not released publicly, including, but not limited to, donor information, mailing lists, grant and awards information and bidding information.

By accepting employment with Namati, the employee agrees to return to Namati at the end of employment, upon demand, all property then in the employee's possession or custody and belonging to Namati, including any confidential information. Employees are not to retain any copies or reproductions of correspondence, memoranda, reports, notes or other documents relating in any way to the affairs of Namati, other than publicly-available documents. Nothing in this policy shall be considered as prohibiting the release and dissemination of publicly available information.

Sensitive Data

Namati has a responsibility regarding the management (collection, storage, transmission, processing, transport, and/or disposal) of all of Namati's data, but, in particular, "sensitive data."

"Sensitive data" is any data that can be used for unintended purposes depending on the situation and circumstances. Data related to identity theft such as social security numbers, credit card numbers, bank account information, driver's license numbers, other unique IDs, name, address, passwords, PINS, and ID pictures are of particular concern as all or most of this information is collected in the course of implementing Namati's programs.

Namati employees should only collect and retain sensitive data when it is deemed as essential, such as when the collection of that data is required by a federal or state agency. A written plan for the collection, storage, use and disposal of sensitive data must be developed, and approved by the Director of Finance and Administration prior to data collection.

8.6 Open Door Policy

Namati has an open-door policy that encourages employees to ask questions, discuss suggestions, and address problems or concerns directly with members of Namati's management team. This policy is intended to foster an environment of collaboration, high performance, and mutual respect among all Namati team members.

Section IX: Communications, Technology and Property Policies

9.1 Communications and Technology Usage Policy

The use of computers, phones, and other related communications technologies, including all hardware and software, is a privilege. The use of Namati's technologies for illegal or inappropriate activities is prohibited and will result in dismissal and/or legal action. Use of Namati's technologies for defamatory, obscene, threatening, harassing, or other inappropriate communications, including office gossip, is also prohibited. Employees should also refrain from using vulgarities and obscenities in any messages and from using any of Namati's technologies for purposes of advertising or soliciting. Prohibited usage of Namati's computers, phones, databases or other related technologies will result in disciplinary action, up to and including dismissal. Employees should refrain from downloading unauthorized software onto Namati's computers. Copying of licensed software is similarly prohibited.

9.2 Confidentiality of Voice Mail and Electronic Mail

This policy applies to all employees who use Namati's computer, voice mail and electronic mail communications network. It covers all computer hardware and software, voice mail and electronic mail sent within the Namati network, all voice mail and e-mail messages sent or received from external networks, and information placed on or retrieved from the Internet.

All equipment provided by Namati, such as furniture, vehicles, computer systems, software, internet access, mass storage devices, electronic mail, phones, voice mail and other items are considered to be Namati property and are to be used for business purposes. Namati reserves the right to review such equipment, software, email or other digital or non-digital files at any time.

9.3 Intellectual Property

All Intellectual Property produced in the course of employment with Namati belong solely to Namati from conception. To the extent that title to any Intellectual Property does not, by operation of law, vest in Namati, employees agree to irrevocably assign to Namati all of the employee's rights, shop rights, title, and interest in and to that Intellectual Property. Any exceptions must be approved in advance by the President of the Board of Directors.

For purposes of this section, "Intellectual Property" means:

(A) contributions and inventions of any kind that are conceived by an employee, alone or with others, while the employee is employed by Namati that relate to Namati's work, that result from tasks assigned to the employee by Namati, or that are conceived or made with the use of Namati's resources, facilities or materials; and

(B) includes, but is not limited to, all inventions, discoveries; creations; developments; ideas; improvements; and works of authorship, including, but not limited to films, photographs, graphic works, video recordings, books, articles, writings, audio recordings and computer programs, whether or not they are patentable or registrable under federal

or state copyright laws or similar statutes or protectable under common-law principles, and regardless of their form or state of development.

9.4 Social Media and Internet Postings Policy

Social networking and new media sites have become an integral part of everyday life for many people, and the ways in which staff members of Namati can communicate internally and externally continue to evolve. While this creates new opportunities for communication and collaboration, it also creates new responsibilities for Namati staff as the line between private and public activities has been blurred by these tools. This Social Media and Internet Postings Policy applies to all staff members who are active in web-based communication environments including:

- Multimedia and social networking websites such as Facebook, Twitter, YouTube, Pinterest, and Google Groups;
- Comment sections at professional and personal media outlets
- Blogs; and
- Wikis such as Wikipedia and any other sites where text can be posted.

All official Namati postings must be approved by an appropriate Director-level staff member. Names and other contact information for all official Namati accounts and postings belong to Namati.

Namati employees make personal communications as well. In your personal postings, Namati requests that you represent Namati and its partners to the best of your abilities in all circumstances and exercise good judgment. Please be respectful of Namati, our members, partner organizations, employees, and others. As you participate or use any of these sites, please recognize that anything attributed to you on these sites easily enters the public domain and has the potential to be viewed by unintended audiences and reposted on another site out of context. Your postings essentially can last forever. Even if they are not authorized Namati postings, the public may interpret them as such.

When posting your personal point of view under your own name or a pseudonym, you should neither claim nor imply that you are speaking on Namati's behalf unless you are authorized in writing by Namati's CEO to do so. If you identify yourself as a Namati employee in an Internet posting, or refer to the work done by Namati, or provide a link to a Namati website, you are required to include a disclaimer in a reasonably prominent place such as: "The views expressed on this post are mine and do not necessarily reflect the views of Namati." Your Internet postings may not include Namati's logos or trademarks and must respect copyright, privacy, fair use, financial disclosure, and other applicable laws. And your Internet and Social Media postings should not violate any other applicable policy of Namati. Namati's policies prohibiting discrimination and harassment, protecting Namati's confidential materials and information and its intellectual property, governing email and internet use, and addressing other terms and conditions of employment equally apply to use of social media.

Namati, in its discretion, has the right to review, monitor, and access anything received, sent, or stored through its communications systems or network and to monitor all use of its systems. Namati also has the right to access and review all public sites or sites to which it has or is given user access.

Namati may request that you avoid certain subjects or withdraw certain posts if the CEO believes that your posts present a conflict of interest, present Namati in a bad light, or present a possibility of liability for Namati. If a member of the news media or a blogger contacts you about an Internet posting that concerns the business of Namati, please refer that person to the Namati CEO.

Please remember that Namati systems are made available to you for business purposes. While reasonable personal use of these systems is permissible, employees are expected to spend their work time on Namati business.

SECTION X: ACKNOWLEDGMENT OF RECEIPT OF NAMATI'S PERSONNEL POLICY MANUAL

This is to acknowledge that I have received my copy of the Namati's Personnel Manual. If I have any questions with regard to the content or interpretation of this manual I will bring them to the attention of the Director of Finance and Administration.

I understand that:

- Neither this Manual nor any other Namati document is a promise of any kind by Namati or constitutes an employment contract between Namati and any of its employees.
- No oral statement by any Namati representative concerning discipline, termination, job security or any other term or condition of employment is a promise of any kind by Namati or a contract between Namati and any of its employees.
- Employment at Namati is "AT WILL," which means that any employee may voluntarily resign at any time, and that NAMATI may discharge an employee at any time, with or without cause or notice.

Employee Signature

Date