



Employee Guide

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Table of Contents

CHAPTER 1 - GENERAL.....	1
Equal Opportunity Employer.....	1
Non-Discrimination and Anti-Harassment	1
Americans with Disabilities Act (ADA).....	2
At-Will Employment Relationship.....	3
HIPAA and Personnel Records	3
Technology and Computer Systems.....	3
Conflict of Interest.....	4
Tobacco and Smoke-Free Workplace.....	5
Company Property.....	5
CHAPTER 2 - WORK ENVIRONMENT	7
Hours of Operation	7
Visitors	7
Dress Code	7
Attendance.....	7
Employee Conduct	8
Corrective Action.....	9
Separation of Employment.....	9
CHAPTER 3 - PAYROLL AND BENEFITS	11
Employee Classifications and Status.....	11
Pay Days and Paychecks	11
Timekeeping.....	12
Overtime.....	12
Insurance Benefits.....	12
GINA	12
Holidays.....	13
Paid Time Off (PTO).....	13
Enforced Sick Leave	14
Jury Duty	15
Military Leave	15
Bereavement Leave	15
Personal Leave of Absence	16
Family and Medical Leave Act (FMLA).....	16
CHAPTER 4 - SAFETY.....	20
Workers' Compensation	20
Substance Abuse.....	20
Searches, Inspections, Drug and Alcohol Testing	21
Pre-Employment Testing	21
Post-Accident Testing	21
Reasonable Cause Testing.....	21
Prescription and Over-the-Counter Drugs	21

Weapons and Violence -----22
Auto Safety -----22
Inclement Weather and Emergency Closings -----22

ACKNOWLEDGEMENT..... 23

Notice: This Employee Guide is presented as a summary of the policies, procedures, and guidelines of CareView Communications (hereinafter referred to as “CareView” or the “Company”). The policies, procedures and guidelines described are not conditions of employment. CareView reserves the right to modify, revoke, suspend, terminate, or change any or all such guidelines, policies, or procedures, in whole or in part, at any time, with or without notice. Any conflicts between CareView plans, policies, and procedures and this Employee Guide will be resolved in favor of the current plans, policies, and procedures. Employees who violate the policies outlined in this Employee Guide will be subject to disciplinary procedures up to and including termination. The language that appears in this Employee Guide is not intended to create nor is it to be construed as a contract between CareView and any one or all of its Employees, as CareView is an at-will employer. You and CareView both have the right to terminate the employment relationship at any time, with or without notice.

Chapter 1 - General

Equal Opportunity Employer

CareView is committed to providing an equal employment opportunity (“EEO”) to all employees and applicants for employment without regard to race, creed, color, sex, age, religion, national origin, marital status, citizenship status, ancestry, political belief or activity, known physical or mental handicap or disability, genetic information, or any other classification protected by federal, state or local law. The policy applies to all areas of the employment relationship, including recruitment, hiring, training and development, promotion, transfer, termination, compensation, benefits, and all other conditions and privileges of employment in accordance with applicable laws.

Management and Supervisors at all levels have a special obligation to ensure that CareView’s EEO policy is carried out in their areas of responsibility. If you believe that you or another employee has been denied an equal employment opportunity, it is your responsibility to contact Human Resources so that the matter may receive immediate attention. All such matters will be resolved promptly and there will be no retaliation against an employee for reporting harassment or for filing a complaint.

Non-Discrimination and Anti-Harassment

It is the policy of CareView to treat all employees with respect and dignity and to provide a workplace that is free of unlawful discrimination and harassment.

Harassment is defined as any verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or group and has the purpose or effect of creating an intimidating, hostile or offensive working environment, or of unreasonably interfering with an individual’s work performance. Such conduct includes, but is not limited to, jokes, names, slurs, negative stereotyping, threats, intimidation or acts of hostility, whether by oral words or written or graphic material placed on walls or bulletin boards, or posted through social media or otherwise circulated in the work place.

This policy also prohibits actions which are understood to be abusive and disrespectful toward others, often referred to as “bullying.” Accordingly, using slurs, profanity or making remarks that are derogatory about a person or group's race, ethnic background, religion, sex, gender, disability, sexual orientation or age are inappropriate and unacceptable for CareView’s working environment. Each person is responsible for exercising his or her own good judgment to avoid engaging in conduct that violates this policy.

Sexual harassment is a specific type of prohibited harassment that includes unwelcome sexual advances, requests for sexual favors, or any other physical, verbal, or visual conduct of a sexual nature when:

- Submission to the conduct is made either explicitly or implicitly a condition of the individual's employment;
- Submission to or rejection of such conduct is used as the basis for an employment decision affecting the harassed employee; or
- The harassment has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or abusive working environment.

Sexual harassment includes the foregoing conduct regardless of whether the persons involved are of the opposite sex or same sex.

Any person who believes he or she has been or is being subjected to any form of harassment, or is aware of another person being subjected to such harassment, must immediately bring that information to the attention of his or her manager or supervisor and/or to Human Resources. Do not allow an inappropriate situation to continue by not reporting it to one of the above designated persons, regardless of who is creating that situation (e.g., manager, supervisor, fellow employee, client, customer, vendor, etc.). No member of this organization is exempt from this policy. Nothing in this policy requires any person complaining of harassment, sexual or otherwise, to report the matter to the individual who is the subject of the complaint.

All managers and supervisors who receive a complaint of harassment are required to report that complaint immediately to Human Resources regardless of whether they are officially designated to take complaints, and regardless of the manner in which the complaint is made (oral, written, email, anonymous, etc.).

All reports of harassment will be promptly, thoroughly and impartially investigated with the involvement of Human Resources. Complaints will be handled as confidentially as possible. In this regard, it is intended that the privacy of the persons involved will be protected to the extent possible to conduct a proper investigation. Should the investigation substantiate the complaint, immediate and appropriate corrective action, up to and including termination, will result.

Any person who, in good faith, reports harassment or other inappropriate conduct, or otherwise provides information related to a complaint, will be protected from any sort of retaliation, reprisal, or adverse treatment with respect to terms and conditions of employment as a result of making such report or providing such information.

Americans with Disabilities Act (ADA)

CareView makes every effort to reasonably accommodate individuals with a known disability in order to provide employment opportunities for them. The Company is committed to not discriminate, in any manner, against qualified individuals with disabilities. A disability refers to a physical or mental impairment that substantially restricts one or more of an individual's major life activities. A disabled individual is an individual who has such impairment, has a record of such impairment, or is regarded as having such impairment.

If you require an accommodation, you need to inform Human Resources that there is a need for an adjustment or change at work for a reason related to a medical condition. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

In some instances, a particular accommodation might not be possible if it would result in undue hardship or significant difficulty or expense for the Company. Some of the factors to be considered in determining whether a proposed accommodation creates an undue hardship include but are not limited to:

- the nature and cost of the accommodation;
- the impact on other workers' abilities to perform their jobs;
- the financial resources of the facility at which the reasonable accommodation is necessary; and
- the overall financial resources of the Company.

Individuals who believe that they have been subjected to discrimination or that violation of this ADA policy has occurred should immediately contact Human Resources. Any employee who is found to have engaged in a discriminatory act that violates any part of this policy is subject to discipline, up to and including possible termination of employment.

At-Will Employment Relationship

CareView is an “at will” employer. This means that both you and CareView have the right to end the employment relationship at any time, with or without notice or cause. The “at will” nature of an individual’s employment with CareView may not be modified except by a written document signed by the President/CEO of CareView. Nothing in this Employee Guide is to be construed as a contract and nothing presented in this document in anyway alters the “at will” relationship between CareView, or its affiliates, and the employee.

HIPAA and Personnel Records

The Company and all employees must comply with the Health Insurance Portability and Accountability Act (“HIPAA”) requirements including, but not limited to, the portability and continuity of healthcare coverage for employees and the regulations governing privacy of Protected Health Information (“PHI”) of employees. Generally, the Company will not use or disclose PHI without consent or authorization from an employee unless the Company, as a plan sponsor of a group health plan, needs to use it to carry out plan administration functions. However, HIPAA specifically allows the Company to disclose PHI as required to administer workers’ compensation and similar programs that provide benefits for work-related injuries or illnesses. Only employees who have a legal, specific right to view such information in another employee’s file will be allowed to do so.

If you want to see your personnel file, please make an appointment with Human Resources. You will be allowed to view your electronic file but will not be allowed to change the contents of your personnel file.

If you notice incorrect information, you may submit, in writing, a request to correct the information. It is your responsibility to ensure your personal information is updated with Human Resources.

Technology and Computer Systems

Phone communication and email are used at CareView and both should be accessed on a regular basis. Messages are to be responded to promptly. CareView asks you to use the tools available in email to automatically alert others when you are out of the office, including an alternate contact for addressing issues that cannot wait until you return. Those who do not have a company email are asked to communicate with management whenever they are away from the office.

The communications equipment including the telephone, electronic mail (email), CareView sponsored social media, voice mail, computer equipment, data, databases, files, software and any other communication or information systems, are the property of CareView and are intended for use by, and on behalf of CareView. CareView may monitor and/or record access and use of these systems and it reserves the right, in its sole discretion, to access, use and disclose any and all information on the systems, including disclosure to law enforcement authorities, without notice to you. By accessing and using the systems, you expressly consent to such monitoring, access, use and disclosure by CareView.

All Internet data that is composed, transmitted and/or received by CareView’s computer systems is considered to belong to CareView and is recognized as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties.

The equipment, services and technology used to access the Internet are the property of CareView. The company reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections.

To ensure proper security of data, CareView requires that hard drives and mobile devices be encrypted. These must be utilized exclusively to store company electronic data. In addition, all CareView provided mobile devices must be managed by Mobile Device Management (MDM) software at all times. Attempting to tamper or disable the MDM is strictly prohibited.

Emails sent via the company email system should not contain content that is deemed to be offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images.

All sites and downloads may be monitored and/or blocked by CareView if they are deemed to be harmful and/or not productive to business.

The installation of software on CareView equipment without approval is strictly prohibited.

There should be no expectation of privacy with respect to any information on the systems owned or operated by CareView. Therefore, employees should not store or transmit any information that they do not want disclosed to third parties, including CareView management. As a condition of providing the systems to its employees, CareView places certain restrictions on their use in the workplace. CareView expressly prohibits the following:

1. Using any other person's logon credentials or passwords to access the systems or providing any other person with your logon credentials or passwords for access to CareView systems;
2. Attempts to circumvent data security schemes, identifying or exploiting security vulnerabilities, or decrypting secure data; attempts to monitor, read, copy, change, delete or tamper with another person's electronic communications, files or software;
3. Engaging in personal commercial ventures and personal, political and/or religious causes;
4. Dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws;
5. Installing or running any unauthorized software on a CareView computer or device;
6. Sending or soliciting offensive or harassing statements or language, obscene language or pornographic images or visiting internet sites that contain such material;
7. Removing computer equipment, files or programs from CareView premises without permission;
8. Making online statements utilizing or regarding CareView's proprietary or confidential company or client information or making statements to the company's position on any issue using individual social media sites unless authorized by CareView management;
9. Participating in online message boards or similar tools during work time unless authorized by CareView.

Refusing to adhere to any of the above procedures may result in disciplinary action, up to and including termination of employment.

Conflict of Interest

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for the employee, or for the relative or friend of the employee in conflict with the best interests of CareView. You should not place yourself in a position that creates a conflict between what is best for the organization and what may benefit you personally. CareView recognizes and respects your

individual right to engage in activities outside of your regular employment in keeping with the following guidelines:

- Neither you nor members of your immediate family should engage in business with an organization that is a competitor of, supplies material or equipment to, is under contract with, or provides a service to CareView. This includes commission arrangements, fees, royalties, property interests, rebates or payments of any kind. Exceptions may be made if management determines that you cannot influence CareView decisions. Additional exceptions may include discounts on products offered to you through vendors, suppliers or businesses, when such discounts are offered to all employees. Any exceptions must be approved in writing by CareView's President/CEO.
- You are not to take advantage of opportunities that rightfully belong to CareView; nor should you sell your own services or products, or those of another, to outsiders if CareView offers a similar service or product.
- You are not to conduct CareView business with your family members, or with a business in which your family members participate. If a potential conflict exists or develops, you must bring the matter to the attention of management and obtain prior written approval from your manager to conduct such business.
- It is a conflict of interest for you to personally accept gifts, entertainment, meals, or other gratuity of more than \$25.00 in value from suppliers or those seeking to be suppliers; or which are unrelated to a legitimate CareView business purpose.
- You are not to do anything in the conduct of business that would violate any federal, state, or local law, regulation or ordinance. The President/CEO must be advised immediately if any business actions are requested that would violate, or have the potential to violate, any federal, state, or local law, regulation or ordinance.
- You may not participate in simultaneous employment with another firm, either on a part time or full time basis, if the other firm is a competitor, and/or there is a conflict of interest. You may participate in employment with another organization as long as you meet the performance and attendance standards at CareView, and as long as you have discussed the additional employment with your manager prior to accepting such employment.

CareView reserves the right to determine when an employee's behaviors or outside activities create a conflict with the organization's interests and to take whatever action it deems necessary to resolve the conflict, up to and including termination of employment.

Tobacco and Smoke-Free Workplace

Any form of tobacco use or smoking including smoking cigarettes, dipping, e-cigarettes, vaping or any other form of tobacco use is strictly prohibited in any CareView building, facility or in any CareView owned or leased vehicles. If you choose to smoke, smoking is allowed only during break and lunch periods. Breaks should not interfere with your performance or with your work group's performance of job responsibilities.

Company Property

In order to assist employees in performing their jobs, CareView provides tools, equipment, safety equipment, email, voicemail, telephones, copy and fax machines, computer equipment and other hardware/software and communications media. All equipment is and shall remain the property of CareView at all times and the

Company reserves the right to access, monitor, inspect, review, copy, remove, or change such equipment as it deems appropriate.

Such equipment is made available to employees for use only in connection with the Company's business and may not be used for personal or other reasons.

Employees are expected to use Company equipment properly, keep it safeguarded and maintain it in good condition. Unauthorized or inappropriate use of Company property and equipment may be grounds for disciplinary action up to and including possible termination of employment.

Chapter 2 - Work Environment

Hours of Operation

Generally, CareView's corporate office is open Monday through Friday from 8:00 am – 5:00 pm. Due to the nature of the business, some positions may require different hours of operation, and all positions may be required to work additional hours from time to time to meet business needs. Employees are asked to be in the building or on company premises only during their normal business hours and only for business purposes.

Visitors

Visitors must enter through the front lobby and be escorted by a designated company representative at all times while on company property. If a child visits the office at any time, they must be accompanied and supervised by their parent at all times.

Dress Code

Employees are expected to maintain personal grooming and hygiene standards and wear clothing that presents a positive appearance in the workplace. Natural and artificial scents may also become a distraction for other employees in the workplace and are also subject to this policy. All employees and anyone who enters the Company facility, whether an employee or visitor, must wear proper footwear and clothing that does not create a safety hazard. Close-toed shoes and proper safety equipment should always be worn in the warehouse. When working in the field, proper identification should be worn at all times consistent with client requirements.

Use good judgment and common sense when choosing your work attire – ensure that whatever you choose is clean and in good repair. Clothing showing excessive amounts of skin, displaying slang words or offensive slogans, political statements or statements that may single out or be offensive, discriminatory or disrespectful to certain groups or individuals may not be worn at work. Undergarments should not be visible to others. Likewise, tattoos of an offensive nature (those that are obscene, discriminatory or otherwise disrespectful), must be covered. If poor hygiene or use of too much perfume/cologne is an issue, your supervisor will discuss the problem with you in private with the expectation that corrections will occur.

Your manager may, at his or her discretion, determine that clothing is inappropriate and ask you to return home to change. Such time away from work will be applied as Paid Time Off or will be unpaid.

Attendance

All employees must document their time worked and any time off (vacations, holidays, etc.) accurately using the Company provided time recording system.

All time off, with the exception of illness, must be pre-approved by your manager, and will include a Paid Time Off (PTO) request when appropriate. When prior notification is not possible for an absence, you are to call your supervisor no later than one (1) hour before your regularly scheduled starting time. If the manager is unavailable, you may leave a voice mail or email message, however, you should make every effort to speak directly with your manager later in the day. If you are absent for more than one day, you must contact your manager each day to update the manager of your continued absence. If you are absent for three (3) or more consecutive days, CareView may require you to provide a “return to work/fitness for duty” statement from your physician.

The Company understands that sometimes you need to be away from work to attend to personal business. To accommodate this occasional need, CareView provides a generous time off policy. Please see the CareView Paid Time Off (PTO) Policy.

If you do not show up for work or call in on a scheduled workday, the Company will assume that you have voluntarily resigned and your employment records will reflect your voluntary resignation as job abandonment.

Excessive absenteeism or tardiness for any reason may result in disciplinary action, up to and including termination.

Employee Conduct

CareView is a great place to work – and we want it to remain that way. We treat each other with respect and expect that to be the norm. When an employee fails to meet the Company's expectations for behavior, disciplinary action will result. We realize that, as professionals, we are all aware of what is unacceptable behavior. However, for the sake of clarity, some examples of unacceptable behavior are listed below. This list is not all-inclusive.

1. Exhibiting rude, inappropriate or disruptive behavior towards guests, visitors, customers, co-workers and members of management;
2. Unauthorized use, removal, or willful destruction of company or employee property;
3. Negligent or improper conduct leading to damage or destruction of CareView or employee property.
4. Unauthorized use or the misuse of company property;
5. Harassment, sexual harassment, or intimidation of any employee, customer, or visitor;
6. Possession of weapons or other dangerous unauthorized materials such as explosives or firearms, contrary to CareView's Weapons and Violence policy which prohibits weapons in all company buildings and otherwise complies with state law;
7. Exhibiting violence in the workplace, or making threats of violence;
8. Refusing direction from management, insubordination, or willful neglect of duty;
9. Falsifying or forging company records such as expense reports, time records, your employment records like the employment application, resume, I-9 form and any other company data;
10. Disclosing confidential information as described further under the Confidential Information section of the Employee Guide;
11. Conviction of a felony that has a direct adverse impact on the ability to work effectively in the employee's assigned position;
12. Willful disregard of company policies and guidelines;
13. Violation of company safety or health rules and practices;
14. Repeated unauthorized absenteeism or lateness;
15. Failure to directly notify your manager or designee of your absence or late arrival or early departure;
16. Excessive personal cell phone use, including texting, surfing the internet or other activities while on the job;
17. Violation of the Alcohol, Drug and Substance Abuse Free Workplace policy;
18. Smoking in prohibited areas;
19. Refusal to submit to an inspection upon request when there is reasonable cause for such inspection;
20. Unauthorized posting or removal of authorized materials on bulletin boards, including electronic bulletin boards, sponsored by the Company;
21. Unauthorized absence from the work station during the work shift;

22. Gross misconduct or negligence.

Corrective Action

CareView believes in personal accountability. You need to know when there is a performance, behavior or other issues that need to change. CareView utilizes a performance related “corrective action” process to inform you of such issues. The purpose of this process is to give you an opportunity to improve and correct unsatisfactory behavior and performance. It encourages you and your manager to work together to solve problems and improve performance. You are ultimately responsible for your behavior and performance, and if you are placed on a corrective action plan, you should do your best to make the necessary changes so that you may be successful in your job.

Verbal Counseling - Generally, the first step of the corrective action process is a verbal discussion between you and your manager about the problem. This discussion may be recapped in writing and kept in your personnel file as record of the conversation. If verbal counseling does not resolve the issue, further corrective action will take place.

Written Warning - If verbal counseling does not result in corrected behavior/performance or if the issue warrants a stronger form of disciplinary action, a written warning will take place. The written warning outlines specific issues that are to be corrected, the actions that you must take, and the consequences if the problem is not resolved or the performance does not improve. You will be asked to sign this document, indicating that it has been discussed with you. This formal corrective action notice will be maintained in your personnel file.

Termination - If prior disciplinary action does not result in corrected behavior/performance or if the issue warrants, termination of employment may occur.

CareView reserves the right to waive any portion of this corrective action process and take whatever actions it deems appropriate based upon the circumstances. Additionally, no fixed number of warnings is required prior to termination of employment.

This corrective action process does not alter the “at will” employment relationship, which allows you or CareView to terminate employment at any time, for any reason, with or without cause or notice.

Separation of Employment

We are glad to have you as a member of the CareView team and we hope that you will look upon your role as a satisfying career opportunity. However, we recognize this association may come to an end at some point. Our employees are “at will” employees which means that employment is not guaranteed and may be terminated at any time and for any reason by you or the Company.

Should you decide to resign from CareView, we would appreciate at least two (2) weeks of advance notice and a letter of resignation specifying the date of your departure and your reason for leaving the Company. This will allow us time to arrange for your replacement and to adjust work schedules.

If you fail to report to work without notifying your Supervisor, you will be considered to have voluntarily resigned your position. This type of voluntary resignation is classified as job abandonment.

Upon termination, insurance benefits remain effective through the end of the month in which the employee terminates. As such, the company will pay its portion of the insurance premiums for the final month of coverage and the employee is responsible for their full month’s share of the insurance premiums as well. This

will be handled through payroll as an adjusted insurance deduction on the employee's final paycheck if needed.

If your employment with the Company ends and you have completed at least 6 months of employment, you will be paid for any accrued but unused PTO to a maximum of 80 hours, except where otherwise required by state law. Employees terminated for cause will not be paid for accrued but unused PTO time upon termination.

Chapter 3 - Payroll and Benefits

Employee Classifications and Status

CareView complies with the Fair Labor Standards Act (FLSA), which defines employee classifications as either exempt or non-exempt. While working at CareView, you will be classified in one of the following employment categories:

- Exempt - Exempt employees are those who are exempt from certain wage and hour provisions including overtime pay.
- Non-Exempt – Non-exempt employees are paid an hourly rate for time worked. In order to capture this data, non-exempt employees are required to complete a timesheet each pay period, indicating the hours they worked. All hours worked over forty (40) within a given workweek will be paid at the overtime rate of one and one half (1½) times the employee’s hourly rate. All overtime hours must be pre-approved by the supervisor/manager prior to working those hours. You may be subject to disciplinary action for working overtime without the pre-approval of your manager.

Depending upon your job function and employment classification, you will be paid in one of the following ways:

- Salaried – An employee who is paid a fixed rate each pay period. (Exempt employees are paid a salary without regard for the hours required to achieve their job responsibilities).
- Hourly – An employee who is paid by the hour.

In addition, all employees have a status as indicated below that governs eligibility for employee benefits:

- Full-Time Employee – If you are regularly scheduled for forty (40) or more hours each week, you are a full-time employee and eligible for company-defined benefits.
- Part-Time Employee – If you are regularly scheduled for less than forty (40) hours each week, you are a part-time employee. Part-time employees are not eligible for company-defined benefits.
- Temporary - An employee who is hired for a specified period of time. Temporary employees are not eligible for benefits regardless of the number of hours they work on average each week.

If you have any questions about your classification, please speak with your Manager or Human Resources.

Pay Days and Paychecks

The work (pay) week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

CareView employees are paid semi-monthly on the 15th and last day of every month. If a payday falls on a holiday, payment will occur the day before the holiday. Your paycheck contains wages for hours worked during the pay period, less all authorized deductions. Overtime is calculated on hours worked over 40 in the work week.

It is CareView’s policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. CareView hourly employees are required to keep a record of their time worked as well as any time off. To ensure proper payment, it is very important that non-exempt (hourly) employees record their time properly. Employees are to review their time record each pay period and sign it to certify that it is correct. The supervisor will also review and certify that the time recorded is correct. All

employees, both hourly and salaried, are responsible for reviewing their pay check record each payday for accuracy. If you have questions or concerns, or believe there is an error in your pay, you should report that potential error to your manager promptly, usually by the next business day. If your manager is unavailable, or if you feel that your manager is not the right person to address your pay issue, contact Human Resources. An investigation of pay will be conducted and results will be communicated to you. If there is an error in your pay, an adjustment will be made on the next payroll cycle, or sooner, depending upon the circumstances. Should you not agree with the decision, you may address the issue with the Controller. All decisions made by the Controller are final.

Timekeeping

Non-exempt employees must record all clock in and out times utilizing the company's timekeeping system for each shift worked. Employees should clock in when they are ready to begin performing work. If an employee arrives at the office and needs to take care of personal matters first, they should not clock in until such matters have been attended to and they are ready to physically begin work. Falsifying time records is considered theft and may be grounds for disciplinary action, up and including termination of employment.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advanced notification of such overtime requirements will be provided. Scheduled overtime is considered mandatory and any hardship due to scheduled overtime must be discussed with your Manager. If an hourly employee feels that overtime is needed to meet work deadlines, an overtime request must be submitted to and authorized in advance by your Manager. Failure to work scheduled overtime or failure to obtain authorization for an overtime request prior to working it may result in disciplinary action.

Exempt employees do not receive overtime pay regardless of the number of hours worked.

Insurance Benefits

CareView offers benefits for eligible full-time employees that include medical, dental, vision, and other voluntary insurance products. Our health plan year is from December through November and eligibility is the first of the month following 60 days of employment.

If you experience a change in your family status or any other change which may affect your enrollment status or participation in any of these benefit plans, you must contact Human Resources and complete any required paperwork within thirty (30) days of such occurrence. You may need to complete new enrollment or waiver forms, make beneficiary changes or other administrative designations to ensure appropriate levels of coverage. It is your responsibility to immediately notify Human Resources of all changes.

It is your responsibility to read the Summary Plan Descriptions for all our benefits plans. Copies are available through Human Resources. Please note that CareView reserves the right to change any of its benefit plans at any time with or without notice.

GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual except as specifically allowed by this law. To comply with this law, CareView is asking that

you not provide any genetic information when responding to requests for medical information. “Genetic information” as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Holidays

Regular, full-time employees are eligible for seven (7) paid holidays per calendar year as follows:

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

If a scheduled holiday falls on a Saturday, the holiday will be observed on Friday; if the holiday falls on a Sunday, the holiday will be observed on Monday.

Employees must work the full day before and the full day after a holiday, or be on pre-approved time off, in order to be paid for the holiday. Illness in conjunction with a holiday requires a doctor’s statement of verification in order to be paid for the holiday.

Depending upon your job, or due to extenuating circumstances, you may be scheduled to work on a holiday. If you are scheduled to work on the holiday and you are a non-exempt employee, you will receive your regular pay for all hours worked on that day, plus holiday pay (eight hours at straight time). Exempt employees do not receive extra pay for working on a holiday but may arrange for a day off at another time.

Paid Time Off (PTO)

The purpose of Paid Time Off (PTO) is to provide employees with a flexible paid time off benefit that can be used for vacation, personal or family medical matters including doctor’s appointments and personal business that cannot be scheduled outside of work hours.

Regular, full-time employees are eligible to begin PTO accrual on their first paycheck after date of hire and may request to use accrued PTO beginning three (3) months after initial employment. Part-time or temporary employees are not eligible to receive PTO.

Paid Time Off for eligible employees accrues as follows:

Years of Eligible Service	Hours Accrued per Pay Period	Hours Accrued Annually (Days)
0-5 years	5.00 hours	120 hours (15 days)
6-10 years	6.67 hours	160 hours (20 days)
10+ years	8.33 hours	200 hours (25 days)

You may carry over any unused PTO through March 31st of the following year. All hours carried over from the previous year must be scheduled and used before March 31st. On April 1st, any unused PTO from the previous year will be forfeited. It is the employee's responsibility to manage their PTO time. Forfeited PTO time will not be reinstated.

In general, employees may not combine PTO with other paid hours (regular, holiday, etc) in such a way that the resulting hours would exceed the employee's normal hours worked for any week. For example, if an employee works 32 or 34 hours and receives 8 hours of holiday pay in a week, PTO may not be utilized as well for this week since the employee will receive full compensation for the week without additional PTO hours needed.

Scheduled PTO

All PTO time, except for unforeseen medical illness or an emergency, must be requested and approved by your manager in advance in order to be paid for the time away from work. PTO requests are to be submitted as soon as possible, but generally, no less than two weeks prior to the requested time off. While CareView makes every effort to accommodate your request for PTO, business necessity may occasionally require that your PTO be postponed to another date. Employees are asked to schedule PTO throughout the year so as not to receive an extraordinary number of requests at year end.

Unscheduled PTO

In order to apply paid PTO leave due to an unscheduled illness or the illness of a dependent, you must contact your manager by phone, text or email prior to your regular start time. If you do not reach your manager initially, you are expected to call back during the day to speak to your manager in person. Employees who take an unscheduled absence for three (3) or more consecutive days due to personal illness or to attend to a medical matter related to an immediate family member may be required to provide a doctor's note excusing your absence.

Part-time and/or temporary employees, although not eligible for PTO benefits, are required to follow the same reporting requirements for unscheduled absence.

PTO and Record Keeping

Exempt (salaried) employees are required to record all time off in the payroll system prior to the planned absence or, in the event of an unplanned absence, as soon as the employee returns to work. Non-exempt (hourly) employees are required to record all time off on their time sheet. Failure to report/record time off taken is considered a violation of company policy.

PTO and Termination of Employment

If your employment with the Company ends and you have completed at least 6 months of employment, you will be paid for any accrued but unused PTO to a maximum of 80 hours, except where otherwise required by state law. Employees terminated for cause will not be paid for accrued but unused PTO time upon termination.

Enforced Sick Leave

Many common diseases/illnesses such as colds and the flu are communicable and are not otherwise protected medical or physical conditions under the law. Employees are encouraged to exercise discretion in determining if their condition is likely to affect the health of those around them in the workplace and call in sick when

appropriate; accommodations to cover pending work will be made when needed. If a Manager reasonably suspects based on objective criteria that an employee may be suffering from one of these common conditions, he/she may require an employee to go home if in the Manager's opinion is that the individual is not only jeopardizing the individual's health, but also greatly increasing the possibility of affecting the health of other employees. Such absence will be charged against accrued PTO, if available; if not, unpaid PTO will be applied.

Jury Duty

If you are summoned for jury duty, you are eligible to receive your regular pay for jury service for up to one week (5 days) per jury summons. Absences beyond one week will be reviewed on a case-by-case basis, but may not be paid. In this case, the employee may use available PTO. You are expected to provide your manager with your summons immediately upon receipt and stay in regular contact (at least every two days) with your manager during the duration of the service. If you are released from jury duty early in the day, you are expected to return to work. Any payment made to you by the court is yours to keep.

Military Leave

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. Where state laws provide benefits more generous than USERRA, those benefits will be honored. It is the Company's intent to comply with the requirements of USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the Company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible. Employees are asked to provide a copy of applicable orders or similar documentation to ensure continued business operations during absences. Leave is generally unpaid, although employees may elect to use any accrued but unused paid time off during such absences.

Employees who are members of the uniformed services should speak to Human Resources concerning any questions regarding rights and obligations related to uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

Bereavement Leave

CareView understands how painful the loss of a family member can be and management will work to accommodate your needs in the event of such a loss. For immediate family members, CareView will pay up to three (3) days of bereavement leave, and any additional time needed may be deducted from your PTO account if available, or taken as unpaid time off, with management approval. Immediate family members include spouse/partner, parent, grandparent, mother-in-law, father-in-law, child, step-child, grandchild, son-in-law, daughter-in-law, sibling, step-sibling, step-parent, legal wards, legal guardians and any member of the employee's immediate household.

Personal Leave of Absence

Extraordinary circumstances may require an employee to be away from work for an extended period away from work for personal reasons (generally for more than 2 weeks and for reasons other than those that qualify under FMLA). To be eligible to request a Personal Leave of Absence (LOA), you must have been employed for at least six (6) months. If you need to request a Personal Leave of Absence, you must request the leave in advance, in writing to Human Resources. The Company will consider the reason for your request, the demands of your job, the needs of your department, your work record and your length of service. A personal leave generally is limited to a maximum of 30 days. Approval and the terms and conditions of your leave are considered on a case-by-case basis at the discretion of the Company.

Taking a personal leave of absence may affect certain benefits provisions. Talk with Human Resources to ensure that you understand the ramifications before you take a personal leave of absence. In accordance with legal requirements, employees do not receive any benefits, including PTO accruals, holiday pay, or health benefits, during this time. If the Personal LOA is granted, you will be required to utilize all accrued, unused time off benefits concurrent with the leave prior to taking time without pay. Additionally, while an employee is in unpaid status, the employee is responsible for paying the full premium for all insurance benefits through payment made directly to the Company.

The Company will make a good faith effort to return you to your previous or an equivalent position. However, reinstatement to any position at the end of a personal leave of absence is not guaranteed and is subject to availability of positions and your qualifications for such positions.

If you fail to return to work on the designated return date at the conclusion of a personal leave of absence, you will be considered to have voluntarily resigned your position with the Company effective as of the last day of the approved leave.

Family and Medical Leave Act (FMLA)

It is the policy of CareView to grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 ("FMLA") (and its various amendments) and up to twenty-six (26) weeks of leave in any twelve (12) month period in compliance with the expansion of FMLA under The Support for Injured Service Members Act of 2007 ("SIS-FMLA") and the National Defense Authorization Act for Fiscal Year 2010. The leave may be paid, unpaid or a combination of paid and unpaid leaves, depending on the circumstances of the leave. Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

FMLA Eligibility

To qualify to take family or medical leave under this policy, you must meet all of the following conditions:

- You must have been actively at work for the Company for twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, you will be considered to have been employed for an entire week even if you were on the payroll for only part of the week or if you were on leave during the week.
- You must have worked at least 1,250 hours during the twelve (12) month period immediately before the date when 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 will not be counted in determining the 1,250 hours' eligibility test for an employee under FMLA.

- You must work in an office or work site where fifty (50) or more employees are employed by the Company within a seventy-five (75) mile radius of that office or work site.

FMLA Purposes

To qualify as FMLA leave under this policy, you must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child;
- The adoption or placement of a child in foster care and to care for the child;
- To care for a spouse, child or parent with a serious health condition;
- To care for a spouse, child, parent or next-of-kin with a service-related injury or illness; or
- The serious health condition of the employee.

FMLA covers illnesses 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 five (5) days, would be considered a serious health condition. Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with Human Resources.

The Company requires an employee to provide a licensed health care provider's certification of the serious health condition. The certification process is outlined below.

If you take paid or unpaid leave for a condition that progresses into a serious health condition and you request unpaid leave as provided under this policy, the Company may designate all or some portion of the earlier, related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

To qualify as FMLA leave under SIS-FMLA, you must be taking leave for one of the reasons listed below:

- A covered family member's active duty or call to active duty in the Armed Forces.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service include helping the family member prepare for the departure or caring for children of the servicemember. The leave may commence as soon as the individual receives the call-up notice. This type of leave will be counted toward the employee's twelve (12) week maximum of FMLA leave in a twelve (12) month period.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

- To care for an injured or ill service member.

This leave may extend to up to twenty-six (26) weeks in a twelve (12) month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the servicemember's office, grade, rank or rating. An employee is also eligible for this type of leave

when the family servicemember is receiving medical treatment, recuperation or therapy, even if the servicemember is on a temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery, or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. However, this is the only type of FMLA leave that may extend an employee's leave entitlement beyond twelve (12) weeks to twenty-six (26) weeks. Other types of FMLA leave are included with this type of leave totaling the twenty-six (26) weeks.

An eligible employee can take up to twelve (12) weeks (or up to twenty-six (26) weeks of leave to care for an injured or ill servicemember) under this policy during any twelve (12) month period. The Company will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks (or twenty-six (26) weeks for the care of an injured or ill servicemember) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

Length of Leave

Depending on the reason for the FMLA leave, an eligible employee is entitled to a total of twelve (12) or twenty-six (26) workweeks of unpaid leave within a twelve (12) month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken as an uninterrupted, continuous leave of absence and must be taken within twelve (12) months of the birth or placement of the child.

If both a husband and wife are employed by CareView and are eligible for leave, except for leave due to the employee's own serious health condition, the two may take a combined total of twelve (12) or twenty-six (26) weeks, based on the reason for the leave.

Intermittent FMLA

Intermittent leave or a reduced work schedule may be approved for the employee's own serious health condition or a family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling.

An employee requesting intermittent leave or a reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave or a reduced schedule.

Paid and Unpaid Leave Status

An employee taking FMLA for any reason must use available PTO, if any, before going on unpaid FMLA. In such situations, FMLA and PTO time run concurrently. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the twelve (12) or twenty-six (26) week leave entitlement.

Employee Notification Requirements

If an employee expects to take FMLA, the employee must notify Human Resources of the intention to take leave at least thirty (30) days in advance of the expected leave. Following proper notification, the employee

must provide any required medical and/or other documentation related to the reason for the family or medical leave.

If the need for FMLA leave is not foreseeable, the employee must provide notification of leave to the Company as soon as is practical under the circumstances. An employee's failure to provide 30 days' advance notification for foreseeable leave may result in a delay of approved leave.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking FMLA leave will be maintained for up to twelve (12) weeks or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making the periodic payment of the required contribution to the Company. Please see Human Resources for additional information.

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from FMLA leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with the Company is affected by a decision or event not related to the leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if s/he were not on leave.

Certain "key employees" as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the Company. The Company will notify such employees of their "key employee" status and the conditions under which job restoration will be denied, if applicable.

Questions About FMLA

If you have any questions about your rights or responsibilities under this policy, contact Human Resources. The Company will comply with all applicable federal, state and local laws in administering this policy.

Chapter 4 - Safety

Safety is an important topic for everyone at CareView. Safety and accident prevention is the responsibility of all employees. All employees are expected to be vigilant regarding safety issues on the job and around the Company property. Please take the time to become knowledgeable about the location of the first aid kit, fire extinguishers, and all emergency exits.

Each employee is responsible for inspecting and maintaining his or her work area daily. If an unsafe condition exists in your area, report it immediately to your Manager.

Workers' Compensation

On-the-job injuries are covered by CareView's Workers' Compensation insurance policy, which is provided at no cost to the employee. If you are injured on-the-job, no matter how slightly, the incident must be reported immediately to your Manager. Failure to follow CareView procedures may affect your ability to receive Workers' Compensation benefits. This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence request. See the FMLA or Personal Leave of Absence sections of this handbook for more information.

Please note that you may choose to *not* be a part of CareView's workers' compensation insurance plan. You may do this in writing, signed and dated, to Human Resources, within five (5) days of your start date.

Substance Abuse

In an effort to ensure a safe, healthy, and productive work environment at all CareView facilities, and to safeguard Company property and employees, CareView strictly prohibits the unlawful manufacture, distribution, dispensation, possession, sale, purchase or use of drugs and controlled substances on any CareView premise, location or work site, or while conducting CareView business off-site. CareView vehicles as well as private vehicles parked on CareView premises or work sites are locations included within this prohibition. Additionally, being at work under the influence of alcohol and/or illegal drugs or controlled substances, or prescription or over the counter drugs that have been misused is prohibited.

From time to time, CareView sponsors business or social functions, or entertains guests/clients, and alcohol is served. These functions may be held on CareView premises or off-site. All employees are expected to exercise moderation and good judgment regarding the amount of alcohol they consume at CareView-sponsored functions and/or other business-related or social events. The abuse of alcohol in such situations is prohibited.

Any employee found in violation of the above-stated policy will be subject to discipline, up to and including immediate termination of employment. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken by CareView.

This policy reflects CareView's commitment to the creation and maintenance of a drug-free work environment. This commitment extends not only to the health and well-being of CareView employees, facilities and equipment, but also to the safety of clients, customers and the public.

Searches, Inspections, Drug and Alcohol Testing

CareView reserves the right to conduct drug and alcohol testing, searches or inspections of employees and their work areas including, but not limited to, desks, file cabinets, lockers, and personal effects, such as backpacks, computer bags, tool boxes, lunch boxes, purses, baggage, etc. located on CareView premises and work sites; and in private vehicles, if parked on CareView premises or work sites. A search or inspection of the personal effects of an individual will be conducted by a member of management and/or Human Resources. Drug and alcohol testing, searches, or inspections may be conducted at the discretion of CareView from time to time without prior announcement. Employees may be suspended pending the results of drug testing. Blood and/or urine specimens may be taken and tested by a certified laboratory for the presence of alcohol and illegally used drugs and controlled substances, or the misuse of prescribed medication. Entry onto CareView premises or work sites constitutes consent to searches, inspections and testing. Moreover, employees may be required to sign a written consent to such testing, searches or inspections at the time they occur, as well as upon initial employment. Refusal to consent will subject the employee to discipline, up to and including immediate discharge.

When appropriate, items discovered through CareView searches or inspections may be taken into custody and may be turned over to the proper law enforcement authorities.

Pre-Employment Testing

As a condition of employment, the Company reserves the right to require the candidate to undergo and pass a pre-employment drug test as part of the hiring process. Failure of such test will cause the employment offer to be withdrawn, or if the employee has commenced work, the employee will be immediately terminated.

Post-Accident Testing

The Company reserves the right to require any employee involved in an accident to undergo drug/alcohol testing to determine if drugs or alcohol was a factor in the accident. Employees who test positive under these circumstances may be subject to disciplinary action, up to and including termination of employment.

Reasonable Cause Testing

As a condition of continued employment, the Company may request that the employee take a drug/alcohol test when the Company has reasonable cause to believe that the employee may be in violation of the drug/alcohol policy. Reasonable cause is based on facts and observations related to the employee's behavior and other factors that may indicate impairment. Refusal to submit to a reasonable cause test will be grounds for termination of employment.

Prescription and Over-the-Counter Drugs

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner. Anyone taking a drug or other medication, whether or not prescribed by the employee's physician for a medical condition, which has the potential of adversely affecting the employee's ability to perform work in a safe and productive manner, must notify his or her Manager. If the Manager determines that the employee's performance is inhibited or risky, the Manager may request that the employee leave work or have restricted work duties. Employees are responsible for proper use of such prescribed or over-the-counter drugs, including observation of all caution labels. Any employee violating this policy will be subject to discipline, up to and including termination of employment.

Weapons and Violence

CareView prohibits employees and all other persons from bringing, storing, concealing or possessing any weapon, including but not limited to firearms, handguns, knives, and explosive devices within CareView buildings or work sites or in CareView owned or leased vehicles. This policy applies even if the individual is licensed to carry a concealed or open carry handgun under applicable state law. CareView further prohibits acts of violence or threats of violence in the workplace.

Employees have no reasonable expectation of privacy with respect to firearms and other weapons. The Company reserves the right to search an employee as described in the section titled "Searches, Inspections, Drug and Alcohol Testing". Violation of this policy is grounds for corrective action, up to and including termination of employment, and immediate removal from CareView buildings or worksites by authorized security personnel or other individuals as necessary.

Auto Safety

If you drive your own vehicle, a company vehicle, or a rental car on company business, you must maintain a valid driver's license. You must carry proof of insurance on your personal vehicle if you are using it for company business. If you regularly drive on CareView business, you will be required to provide proof of insurance and to maintain a satisfactory driving record as required by the company's insurance provider. Of course, when driving for the company, you are expected to comply with all applicable laws. If you receive a fine or ticket, you will be personally responsible for paying the fine or ticket.

CareView prohibits the use of any personal communications device while driving. If you must respond to a phone call, a hands-free device should be used. Under no circumstances is texting or emailing while driving permitted.

Inclement Weather and Emergency Closings

CareView will normally conduct business during adverse weather conditions. However, if the weather is so extreme, or if an emergency situation requires it, the corporate office may be closed.

When the office is closed and you are scheduled to work, you will be paid for that day. If the office is closed for more than one day, the company may choose to ask employees to use PTO or take unpaid time, depending upon the circumstances of the closing. When the office is open, but you believe coming to work is unsafe in your particular case, you can use available PTO to be paid for your absence. If your PTO balance has been exhausted, the time off will be unpaid, but the absence will be excused.

"Essential" non-exempt (hourly) employees who work on days the office is closed due to bad weather will be paid at one and one-half (1½) times their normal rate of pay for that day. You will be notified if you are "essential" non-exempt staff.

Acknowledgement

I acknowledge that I received the CareView Employee Guide outlining workplace expectations and policies for CareView Communications. I understand that it is my responsibility to read the information provided in the Employee Guide. I agree to abide by these policies during my employment. I understand that revisions to the Employee Guide may occur from time to time and that I will be required to follow any new policies or procedures. This version of the Employee Guide supersedes all previous versions.

I acknowledge that the provisions of this Employee Guide will supersede any contrary statements, representations, or assurances made by any member of management except for the President/CEO of CareView.

I understand that I am an employee at-will, which means that my employment may be terminated by CareView or by me at any time, with or without cause and with or without notice. I further agree that the at-will relationship cannot be amended, modified or altered in any way.

I have entered into employment with CareView voluntarily for no specified term of employment. I acknowledge that this Employee Guide does not constitute an employment contract in any way, nor does it alter the at-will work relationship between me and CareView Communications.

(Completion of each line below is required)

Employee Signature

Date

Printed Name