



**GRAYSCALE MARKETING**

# **Employee Handbook**

**Effective September 23, 2022**

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## **Welcome**

Welcome to Grayscale Marketing, a part of Romeo Entertainment Group—we are glad that you have decided to join us! Grayscale Marketing is an award winning fully integrated advertising, marketing, public relations, creative and strategy firm based out of Nashville, TN. We've represented a diverse client base in 50 states and 45 countries since our founding in 2015.

We help our clients to connect, resonate, and spread like wildfire. We accomplish that through an all-inclusive process, called IMPACT, that includes media buying, production, ideation, strategy, consulting, traditional & digital marketing, advertising, SEO, social media management, publicity, content creation, and storytelling.

Our agency has developed deep relationships nationwide, in multiple sectors, including entertainment, media and the corporate landscape. We understand the complexities of a multitude of industries. GSM has represented Fortune 500 companies in the non-profit, financial, healthcare, machinery, food & beverage, and government sectors, as well as, medium and small businesses, events, conferences, artists, bands, media outlets, and some of today's largest music festivals and venues selling over 1,250,000 event tickets since 2017. In 2022, Grayscale joined the Romeo Entertainment Group (“REG”).

## **Introduction**

This Employee Handbook (“Handbook”) is designed to answer some of the questions employees may have concerning employment with and policies of Grayscale. The terms “employee,” “employees,” “you,” and “your” as used in this Handbook include all full-time and part-time employees of Grayscale. Employees are expected to take the time to read through this Handbook and to refer to it, as needed. A copy of the Handbook may be accessed and referenced at any time through Grayscale’s online portal at <https://www.grayscalemarketing.com/employee-policies>. The effective date of this Employee Handbook and the policies and procedures contained herein is September 23, 2022. This Employee Handbook revises, replaces, and supersedes any previously issued employee handbooks, which are hereby retracted, withdrawn, and cancelled as of September 23, 2022.

## **HR Team**

Tim Gray, CEO of Grayscale, Jason Zinser, Grayscale’s Director of Communication, and R.J. Romeo, President of REG, make up the “HR Team”. When this Handbook directs you to report issues, concerns, questions, or requests to a member of the HR Team, it means you should communicate with any of the above people; communications you have with other employees or supervisors do not constitute communication to the HR Team.

## **At-Will Employment**

It is the goal of Grayscale to provide a supportive work environment and a solid economic foundation upon which all employees can grow and prosper professionally. Although Grayscale sincerely hopes its relationship with you will be a lasting one, your employment with Grayscale is not for any specified time. Your employment will be “at-will,” which means that it may be terminated either by Grayscale or by you for any reason, at any time, with or without cause and without prior notice. No representative of Grayscale, other than the CEO of Grayscale, has the authority to enter into any agreement with you for employment for any specified time period. Moreover, in order for any agreement for a specified term of employment to be valid and enforceable and bind Grayscale, the agreement must be in writing and signed the CEO.

## **Handbook Is Not a Contract**

This Handbook is not a contract, but rather an outline of Grayscale's policies and procedures. The policies and procedures presented within this Handbook are for informational and illustrative purposes and are not considered to be exclusive. The policies in this Handbook are designed to support Grayscale's values and accommodate our business needs, and as our business needs change, so may these policies. Grayscale reserves the right to unilaterally amend or withdraw any policy or matter set forth in the policies at any time without notice, for any reason it deems appropriate. We are committed to notifying all employees of any changes in a timely manner. In the event that any contradiction arises between the policies and information contained in this Handbook and specific federal, state, or local laws or requirements, the latter will govern in all cases.

## **Reporting of Policy Violations**

Employees are expected to promptly report any observed or known violations of any policy including, but not limited to, incidents of discrimination or harassment. **Any complaints or reports of incidents of discrimination or harassment should immediately be made to a member of the HR Team.** Employees are expected to fully cooperate in any investigation involving issues relating to Grayscale's policies, procedures, property, or any other aspect of Grayscale's business affairs. If it is determined that a policy has been violated, appropriate action will be taken against those who have violated Grayscale's policies. **Employees will not be retaliated against in any way for reporting a complaint or cooperating in an investigation of a complaint.**

# **COMMITMENT TO COMPLIANCE WITH EMPLOYMENT LAWS**

## **Equal Opportunity Policy**

Grayscale is committed to providing equal employment opportunities to all qualified persons without regard to race, color, sex, LGBTQ status, religion, age, national origin, disability or handicap (actual or perceived), genetic information, veteran status, or any other legally protected characteristic or status. It is Grayscale's intent and desire that equal opportunities will be provided in all personnel and employment actions such as recruiting, selection, employment, placement, training, benefits, wages, transfers, promotions, suspensions, layoffs, terminations, and all other privileges, terms, and conditions of employment. In addition to compliance with federal EEO statutes, Grayscale is committed to compliance with applicable state and local laws prohibiting harassment and discrimination in all terms and conditions of employment.

**If you have questions regarding Grayscale's Equal Opportunity Policy, or if you believe you have not been treated in accordance with this policy, contact a member of the HR Team.**

## **Disability Discrimination and Accommodation Policy**

Grayscale is committed to complying fully with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act as Amended (ADAAA) and ensuring equal opportunity in employment for qualified persons with disabilities. Grayscale will, upon request, make reasonable accommodations for employees with disabilities as defined under applicable laws, unless the accommodation would cause an undue hardship. Requests for accommodation should be made to a member of the HR Team. Grayscale may require certification of the disability and the need for accommodation. As long as the covered employee is able to perform the essential functions of the job and meet acceptable performance standards for the position with or without reasonable accommodation, and provided that medical evidence does not indicate that your condition is a substantial threat to yourself or others, Grayscale will work with you to identify and implement a reasonable accommodation that does not constitute an undue hardship for Grayscale.

Grayscale will not tolerate any form of retaliation against an applicant or employee on the basis of a disability, a request for a disability accommodation, or participation in a complaint or investigation of disability discrimination.

**If you have questions regarding Grayscale's Disability Discrimination and Accommodation Policy, or if you believe you have not been treated in accordance with this policy, contact a member of the HR Team.**

## **Policy Prohibiting Harassment and Discrimination**

Grayscale is committed to providing an environment for our employees that is comfortable, safe, and free from harassment of any kind. Any type of harassment based on legally protected characteristics or status, whether involving co-workers, clients, vendors, guests, or other visitors to our property, is a violation of Grayscale's policy.

Employees are not allowed to discriminate against any employee on the basis of that individual's race, color, sex, LGBTQ status, religion, age, national origin, disability or handicap (actual or perceived), genetic information, veteran status, or any other legally protected characteristic or status. Comments, conduct, electronic messages, emojis, gifs, memes, photos, videos, innuendoes, or taunts that might be perceived by others as offensive or harassing are inappropriate and are to be strictly avoided.

Sexual harassment, as defined by Title VII of the Civil Rights Act, is "any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" when:

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

Sexual harassment is not limited to physical contact by a male employee towards a female or by a supervisory employee toward a non-supervisory employee. Sexual harassment includes, but is not limited to, the following:

- Unwelcome letters, telephone calls, emails, text or other electronic messages or other communication, distribution or display of materials of a sexual nature;
- Unwelcome and deliberate touching, leaning over, cornering, or pinching;
- Unwelcome sexually suggestive looks or gestures;
- Unwelcome pressure for sexual favors;
- Unwelcome pressure for dates; and
- Unwelcome sexual teasing, jokes, remarks, emails, text or other electronic messages, or questions.

To be in violation of the Policy Prohibiting Harassment and Discrimination, the victim does not have to be the person to whom the unwelcome sexual conduct is directed. It may also be someone who is affected by such conduct when it is directed toward another person. For example, the sexual harassment of a particular employee may create an intimidating, hostile, or offensive working environment for a co-worker or may unreasonably interfere with a co-worker's work performance.

Grayscale's Policy Prohibiting Harassment and Discrimination prohibits any harassment or discrimination undertaken on any unlawful basis, which may include use of derogatory language, labels, jokes, electronic messages, inappropriate use of symbols or emojis, gifs, memes, photos, videos, innuendos, or taunts based upon or making reference to that individual's race, color, sex, LGBTQ status, religion, national origin, ethnic group, or age, posting of offensive cartoons or drawings, or other actions taken against another individual because of that person's legally protected status/characteristic. Grayscale specifically prohibits the following:

**Verbal Abuse** - Includes language that is unnecessarily loud or degrades or berates others including, but is not limited to, racial, religious, or sexual comments or jokes, electronic messages of any kind, innuendoes, or threats of any kind.

**Physical Abuse** - Includes, but is not limited to, unwelcome touching, hitting, kicking or threatening another person, including restraining by force or blocking the path of another.

**Hostile Environment** - Includes severe or pervasive behavior or action that interferes with an employee's ability to perform work assignments or that results in or creates a hostile or intimidating work environment based on a person's legally protected status/characteristic.

## **Complaint Procedure**

Employees may, if you desire to do so, directly address a concern with the person you believe is harassing you or discriminating against you. However, informing the other person that their behavior is harassing, discriminating, or unwelcome does not necessarily alert Grayscale to your complaint or concern. Likewise, sharing a complaint or a concern with a co-worker or employees who are not part of the HR Team does not necessarily alert Grayscale to your complaint or concern. Therefore, **to make a complaint, report your concerns about harassment or discrimination to a member of the HR Team.**

We ask that your complaint include a detailed description of the specific nature of the harassment or discrimination (e.g., words, comments, or actions used by the alleged harasser, the location(s) of the alleged harassment, any circumstances leading to the alleged harassment, the names of any witnesses present at the time(s) of the alleged harassment, the date(s) such harassment took place, as well as the alleged harasser's name(s)). Complaints may be submitted in writing or provided verbally to a member of the HR Team. If you elect to report your complaint verbally, we may ask that you follow up that complaint with a detailed written description of your complaint.

Allegations of unlawful harassment or discrimination will be investigated. Grayscale will maintain confidentiality to the extent possible given the need to investigate. If it is determined that harassment or discrimination has occurred in violation of the policy, Grayscale will take appropriate corrective action to secure and maintain a working environment free of any form of harassment, intimidation, or coercion. Appropriate corrective action may be disciplinary action, additional training, or termination of employment.

## **Retaliation Is Prohibited**

Grayscale respects your right to file complaints about harassment and/or discrimination, as well as your right to participate in an investigation of a complaint. Grayscale prohibits any retaliation against those making a complaint or participating in an investigation or who otherwise oppose discrimination or harassment in the workplace. Grayscale prohibits adverse action or threats of adverse action against employees because of an employee's exercise or attempt to exercise any rights under federal, state, or local employment laws. Retaliation includes, but is not limited to, threats of withholding or withdrawal of pay, promotions, training, or other employment opportunities.

**If you have questions regarding Grayscale’s Policy Prohibiting Harassment and Discrimination, or if you believe you have not been treated in accordance with this policy, or if you believe retaliation has occurred, contact a member of the HR Team.**

## **Religious Accommodation**

Grayscale is committed to treating its employees equally and with respect and recognition of the diversity of religious beliefs. Any employee may request an accommodation when your religious beliefs interfere with a Grayscale policy (e.g., personal appearance/dress code, work schedule, or other aspects of employment). Grayscale will consider the request and work with the employee to determine if a reasonable accommodation can be provided, as required by law. Some, but not all, of the factors that may be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

## **CONFIDENTIALITY POLICY**

As a condition of employment, Grayscale employees are required to protect the confidentiality of Grayscale’s trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, financial models, investment memoranda, investor information, vendor lists, client lists, patents, trademarks, etc.) related to Grayscale and its business. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from the CEO.

**“Confidential Information”** includes all information, documents, agreements, files and other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media relating to Grayscale or its business lines, including, without limitation, all proprietary Company information, analyses, financials, business plans, internal memoranda, performance data, statistics, project investment materials, research and underwriting methodologies, investment memoranda, financial models, policies & procedures, trade secrets, discoveries, personnel data, contract information, properties, methods of operation, investor lists and information, customer and prospect lists, compilations, reports, forecasts, studies, samples, and other documents. Confidential Information also includes all of the above-described information related to REG to which you have access.

Protection of the trade secrets (as defined by applicable law) of Grayscale and REG and Confidential Information (collectively, **“Proprietary Information”**) is critical and all employees are expected to protect Proprietary Information. Proprietary Information should never be used for reasons other than in the course and scope of performing your job for Grayscale (or REG, as the case may be).

Employees are prohibited from retaining, Proprietary Information other than as required for performing your job with Grayscale. Employees are not to remove any Proprietary Information without the prior written consent of the CEO. Employees shall not use, copy, or disclose, in any form or fashion, except for Grayscale’s exclusive benefit, Proprietary Information, whether originals or copies thereof, at any time during your employment with Grayscale or at any time following the termination of your employment with Grayscale.

The Company may authorize the use of your **“Personal Devices”** (e.g., cell phone, laptop, home computer, tablet, smart phone, etc.) for work purposes. At the Company’s discretion, the use of Personal Devices may be limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Grayscale’s Proprietary Information, use of Personal Devices and access to the Company network and technology equipment may be subject security policies, including without limitation, any software requirements (antivirus, firewall, VPN, etc.). Such software will be removed from Personal Devices upon termination of employment. The Company will not be



liable for any costs relating to Personal Devices or the use thereof (including loss, theft, or damage of such Personal Device), except for any security software or other software provided by the Company in its discretion at its cost.

If you are using your Personal Device for work-related purposes, you must save and store all work on Company-approved Storage Devices. Currently, Grayscale utilizes Google Drive to store its data, but the term “**Storage Device**” includes any external hard drive, flash drive, jump drive, or other device used to store or copy electronic or digital information, and any offsite device or storage location such as Dropbox, OneDrive, Google Drive, Box, other cloud storage, and any other location or device where electronic information is stored.

You must use your Company email address to send, receive, or otherwise communicate with Company clients, vendors, and suppliers or any other work-related communications.

If you are using your Personal Device to store Proprietary Information, you must provide the Company with access to your Personal Device upon the Company’s request (and reasonable notice to you) for the purpose of reviewing, deleting, or obtaining such confidential or proprietary information. You also agree to delete any such Proprietary Information stored on your Personal Device upon the Company’s demand.

Additionally, employees shall not retain, store, convey, transmit, communicate, transfer, or provide to any person (with or without remuneration) any Proprietary Information by copies, downloads, uploads, Storage Device or otherwise, except as required in the performance of your duties on behalf of the Company. Employees may not make copies of any Proprietary Information without Grayscale’s express written permission, and Proprietary Information may not be stored in any locations other than at Grayscale’s offices or on Grayscale’s server and other approved Storage Devices and Personal Devices.

No Proprietary Information or Personal Device containing such Proprietary Information, including, but not limited to, personal and financial information of clients and investors, should be left unattended without being properly secured (e.g., in a locked file cabinet or on a Personal Device that is locked and inaccessible by those not entitled to review the information). Access to Personal Devices containing Proprietary Information must be protected by use of passwords, passcodes, and/or facial-recognition ID, and you should ensure that you protect the security and secrecy of any password/passcode you use. If a Personal Device containing Proprietary Information is lost or stolen, you must notify the Company as soon as possible.

Any employee who becomes aware of the inappropriate use or disclosure of Proprietary Information should immediately advise a member of the HR Team.

Violation of this policy, including failure to report suspicions of policy violations by other employees, may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **EMPLOYMENT RECORDS AND CLASSIFICATION**

### **Provision and Maintenance of Accurate Information**

At the time of your hiring, you are required to provide certain accurate information such as your name, mailing address, e-mail address, telephone number, marital status, number of dependents listed in your W-4, and the person to notify in case of an accident or emergency. It is your obligation to promptly inform Grayscale of any changes to such information. To make changes to this information, contact your supervisor.

## **Personnel Files and Medical Records Files**

Grayscale maintains a personnel file on each employee. All information contained in personnel files is confidential and is the property of Grayscale.

Files containing medical records are stored separate and apart from any regular personnel records. The medical records file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws. Only authorized employees may access medical records files and only as required to perform their duties for Grayscale.

## **Employment Classification**

Full-time employees are those who routinely work an average of 30 hours per workweek. Full-time employees are eligible for benefits in accordance with the terms of the program(s) upon completion of any minimum period of continuous employment, as required by the particular benefit plan.

Part-time employees are those who routinely work an average of less than 30 hours per workweek. Part-time employees are not eligible to participate in Grayscale's benefits.

Seasonal employees are those who work full-time or part-time on a temporary basis for a specific period for special projects, assignments, or conditions. An employee in this class is not eligible for employer-paid benefits. If, for any reason, a person is reclassified from a seasonal employee to a different category that is eligible for benefits, that employee will not be retroactively eligible for benefits. Instead, benefits eligibility will begin prospectively on the first day of the month following re-classification rather than the re-classification date.

### **"Non-Exempt" and "Exempt" Employees**

All employees are classified as either "exempt" or "non-exempt" because, by law (e.g., the Federal Fair Labor Standards Act ("FLSA")), employees in non-exempt positions are entitled to overtime compensation for hours actually worked in excess of forty (40) hours per workweek.

All non-exempt employees will be required to accurately record all time worked. Non-exempt employees will be paid overtime compensation in accordance with applicable law.

Exempt employees are those who are "exempt" from overtime pay provisions. Grayscale may require exempt employees to accurately record all time worked, however exempt employees will not be paid overtime. Exempt and Non-Exempt employees are expected to adhere to the official Company posted business hours with punctuality. Inconsistent timeliness, frequent tardiness, and leaving early may result in discipline up to and including termination.

## **RECORDING TIME WORKED**

Grayscale is required by applicable law to keep accurate records of hours worked by non-exempt employees. To ensure that Grayscale has complete and accurate time records and that non-exempt employees are properly paid for all hours worked (both regular hours and overtime hours), all non-exempt employees are required to record all hours worked using the Company's time recording system.

Although applicable law does not require a record of hours worked by exempt employees, Grayscale requires exempt employees to record time worked. Exempt employees who are required to record hours worked will be advised of how to record hours worked and are expected to abide by those instructions daily.

In recording hours worked, all non-exempt employees must record the time you:

- Start your work.
- Finish work, before your meal period or break of more than 20 minutes.
- Resume work, after your meal period or break of more than 20 minutes.
- Finish work.
- Immediately before and after any other time away from work.

In recording hours worked, all exempt employees must record the time you:

- Start your day.
- Begin and stop working on any external or internal items
- Any external or internal meetings
- Lunch breaks
- Your working hours, either focused on external or internal items must all be tracked for a minimum of 40 hours per week.

Time entries are to be tracked on a daily basis using Grayscale's timetracking software. The software may change upon company discretion but the requirements do not.

If you falsify your own time records or the time records of co-workers or if you do not accurately record all hours you worked (e.g., your work "off the clock") you may be disciplined or fired. Immediately report to a member of the HR Team any employee, supervisor, or manager who falsifies your time records or encourages or requires you to falsify your time records or to work off the clock.

If you fail to record your own work time, or if you make a mistake in recording your work time, you should immediately advise your supervisor. Likewise, notify your supervisor of any pay discrepancies. Any edits to time records entries must be approved by your supervisor.

## WORK SCHEDULES

### Attendance

Every job at Grayscale has a definite place in the successful operation of our business. We understand the need for employees to strike a balance between work and personal demands. While we remain fully supportive of your need to maintain that balance, schedules are prepared so that our business needs are covered.

**You are required and expected to work during the hours scheduled by your supervisor; good attendance and punctuality are essential functions of your job.** Being late, leaving early, or taking longer breaks or lunches than allowed can upset operations and impact co-workers.

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. Notice may be provided by a telephone communication (conversation) or by email or text. Please do not leave voice mails without also emailing or texting about your tardiness or absence.

You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Grayscale reserves the right to apply your accrued and unused paid time off to unauthorized absences where permitted by applicable law.

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of two (2) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Grayscale.

## **Hours of Work and Meal Periods**

The workweek is typically Monday through Friday. **Your supervisor determines your specific work hours.** Fluctuation in your hours may occur and is occasionally expected. Advance permission from your supervisor is required to deviate from your assigned work schedule. You are responsible for knowing and adhering to Grayscale's operating hours and reporting to work for your scheduled work hours.

Meal periods for regular, full-time employees are typically sixty (60) minutes. For part-time employees, meal periods of thirty (30) minutes are made available if you work for six or more hours in a workday. Check with your supervisor for questions regarding scheduling. Meal periods are not paid, and you should clock out for that time and not perform any work.

Break periods of up to 15 minutes are allowed for personal reasons. However, abuse of this policy may lead to disciplinary action. If your break period extends beyond 20 minutes, you must clock out, if you are a non-exempt employee.

When requested to do so, you are expected to work hours outside of your usual work schedule, which may include working more than 40 hours in a week.

At times, emergencies such as severe weather, power outages, or other unexpected situations may disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time off from your scheduled work is unpaid, unless Grayscale decides otherwise in its sole discretion. Employees in essential operations may be asked to work on a day when operations are officially closed and shall receive their regular rate of pay, subject to any overtime requirements.

## **PAY POLICIES**

At Grayscale, pay depends on a wide range of factors, including individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your supervisor.

Increases to your wages are not automatic or guaranteed; Grayscale has no obligation to increase your compensation at any time. Additionally, Grayscale retains the right to reduce or otherwise modify the terms of your compensation at any time with such changes becoming effective on a going-forward basis.

### **Overtime**

Non-exempt employees are required to obtain approval from your supervisor prior to working more hours than you are usually scheduled to work in a workweek. Grayscale's workweek starts at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday. All hours actually worked in excess of 40 in a workweek by a non-exempt employee are considered "overtime hours". Paid Holidays, Paid Time Off, unpaid time off, and other non-working time is not considered "time worked" for purposes of calculating overtime hours.

Non-exempt employees will be paid for overtime pay in accordance with the terms of your compensation agreement and applicable law.

## **Paydays & Paychecks**

Grayscale pays employees base compensation (i.e., hourly pay or salary pay) on a semi-monthly basis, with paydays on the 15<sup>th</sup> of the month and the last day of the month (if the regular payday falls on a holiday, you will be paid on regular business day immediately prior to the holiday).

Grayscale takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly in accordance with scheduled pay cycles. In the event that there is an error in the amount of your pay, you should immediately bring the discrepancy to the attention of your supervisor so any necessary corrections can be made as quickly as possible.

## **Payroll Deductions**

Deductions from your paycheck will include deductions for FICA (social security), FIT (federal income tax), Medicare, any other deductions you have authorized (e.g., for health insurance, etc.), and other deductions required by applicable law or court order (e.g., Court-ordered garnishments for child support).

## **OUTSIDE EMPLOYMENT**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Grayscale is prohibited. Grayscale recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, and will not otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment or other activities that relates to or is involved with the industry in which Company works or the type of business Company conducts must be disclosed to your supervisor. This includes, but is not limited to, any opportunity you encounter for design work outside of your employment with Grayscale.

The Company may periodically require you to disclose other employment or sources of income in order to ensure compliance with this policy. Grayscale will determine whether such other employment or activities will conflict with your duties and obligations to Grayscale; if a conflict exists or could exist, you may be required to stop the other employment or activities as a condition of your continued employment with Grayscale. This policy includes any freelance work that you pursue while a Grayscale employee. Failure to adhere to this policy may result in discipline up to and including termination.

## **STANDARDS OF CONDUCT**

Grayscale wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, investor, and other stakeholders. We all share in the responsibility of ensuring the quality of our work environment. By choosing to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of infractions that could result in discipline or immediate termination of employment in Grayscale's sole discretion. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans,

product development information, financial models, investor information, investment memoranda, vendor or client lists, patents, trademarks, etc.) of Grayscale or its clients, contractors, suppliers, or vendors.

- Engaging in unlawful harassment, discrimination, or retaliation.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Working unauthorized overtime.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of Grayscale or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, harassing, or threatening any employee, vendor, or client.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Failure to dress according to Company policy.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.
- Violation of policies and procedures set forth in this Handbook.

## **Company Is Not Obligated to Follow a Progressive Discipline Procedure**

Although Grayscale may, in its sole discretion, engage in counseling, formally reprimanding, or disciplining an employee prior to termination in response to an employee's violation of Grayscale policy or with respect to performance or behavior problems, Grayscale is not required to do so. Put another way, Grayscale retains the right to immediately terminate an employee without first engaging in any progressive discipline.

That said, Grayscale does believe in clear communication and has established a four-step progressive discipline procedure that implements the following general procedure. Step 1: Inquiry and Clarity. Step 2: Verbal Warning. Step 3: Written Warning. Step 4: Termination.

## **Zero Tolerance - Gossip**

GSM has a Zero Tolerance Policy when it comes to gossip. Everyone's personal, private lives are complex and there is no reason to add the weight of workplace gossip to it.

To be clear, if you have a problem, beef, challenge, complaint, worry, gripe, protest, objection, grievance, criticism, judgement, disapproval, feel that anything is unfair, or feel that you have been insulted, harmed, or injured in anyway, physically, mentally, or emotionally it is your duty and responsibility to bring it up with your direct supervisor or the HR Team, as the case may be. Your co-workers can not solve these problems. If your direct supervisor cannot help or is the subject of your complaint or challenge, or if the complaint involves harassment or discrimination, then the next step will be to take it to the HR Team.

## **BENEFITS**

Grayscale offers a number of benefits, some of which are covered in this Handbook. Other benefits which may be offered from time to time (e.g., healthcare, 401k, etc.) are described in separate documents such as Summary Plan Documents. You will be provided information about such other benefits at the time of your hire or as new benefits are made available to employees.

### **Paid Holidays**

Grayscale offers the following Paid Holidays each year for eligible employees:

- New Year's Day
- Martin Luthor King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

In addition, Grayscale grants each employee their birthday as a Paid Holiday.

To be eligible for a Paid Holiday, you must a regular, full-time employee. Part-Time and Seasonal employees are not eligible for Paid Holidays.

When a holiday falls on a Saturday or Sunday, it will be observed either on the preceding Friday or the following Monday, at the discretion of Grayscale. If a Paid Holiday falls on your regular day off or on a day when you are required to work, you may take the Paid Holiday within the next thirty (30) days. If your birthday falls on a Paid Holiday, a "can't miss" workday, or a weekend, you may take the Paid Holiday for your birthday within 30 days following your birthday. Discuss scheduling all missed Paid Holidays with your supervisor.

If a Paid Holiday falls during your PTO, you will receive the Paid Holiday instead of being required to utilize your PTO.

If you are absent from work without approval either the workday before a Paid Holiday or the workday after the Paid Holiday, you will not be paid for the Paid Holiday.

You will be compensated for holidays based on your usual daily hours worked and your base compensation. Any special elements of compensation, such as pay differentials, bonuses, or commissions do not apply to Paid Holidays. Paid Holidays will not be counted as "hours worked" for purposes of calculating overtime pay.

## **Paid Time Off (PTO)**

The Company provides regular, full-time employees with Paid Time Off (PTO). The purpose of PTO is to provide employees with flexible paid time off from work. The nature of a PTO day does not have to be disclaimed to your supervisor. PTO days replace all existing vacation, sick and personal days.

Each employee's "PTO year" is a calendar year beginning on January 1 and ending on December 31. Eligible employees receive their entire PTO years' worth of PTO on each January 1.

In your year of hire, your PTO will be prorated, depending on when you were hired (as outlined below). For example, if you were hired in January through March, you will receive the entire 20 PTO days. However, if you were hired in October through December, you will receive 5 PTO days for the remainder of that PTO Year.

<b>DATE OF EMPLOYMENT</b>	<b>PTO PRORATE</b>
Hired January - March	20 days for current year
Hired April – June	15 days for current year
Hired July - September	10 days for current year
Hired October - December	5 days for current year

PTO increases per years of employment in the increments outlined below:

<b>YEAR OF EMPLOYMENT MAXIMUM</b>	<b>PTO DAYS</b>
Year of hire – 3 years of service	20 days per year
4 – 6 years of service	25 days per year
7+ years of service	30 days per year

You may take PTO in ½ or full-day increments. All PTO requests must be approved by your supervisor. We ask that you request to use PTO from your supervisor as far in advance as possible. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment and seniority may determine priority in scheduling PTO. PTO is paid at your regular rate of pay, without considering any special elements (e.g., bonuses, commissions, pay differentials, etc.).

The Company encourages eligible employees to use your PTO time. Where permissible under applicable law, the Company may require you to use any unused PTO during any leave of absence approved by the Company. Other than the use of PTO, leaves of absence are unpaid.

PTO cannot be carried over to a new PTO Year, unless required by applicable law. If you do not use all your PTO in the applicable PTO Year, it will be forfeited. The Company does not pay out for unused PTO. Upon separation of employment, regardless of the reason for separation, you forfeit any unused PTO time (unless applicable law dictates otherwise).

Seasonal and Part-Time employees are not eligible for PTO.

## **Flex-Time for Exempt Employees**

Exempt, full-time employees are sometimes asked to work on weekends due to the nature of Grayscale's business. As exempt employees who receive a salary, these employees are paid the same each week regardless of hours worked and are not eligible for overtime. In recognition of this time commitment, Grayscale allows exempt employees who are assigned to work on a weekend to



request approval from your supervisor to authorize an excused absence from your regular weekday workday ("Flex Time"). Your Flex Time day, if approved, must be used within thirty (30) days from the date on which you performed the weekend work. Flex Time days cannot be used on the day immediately prior to or the day immediately after PTO or Paid Holidays. Flex time is limited to two consecutive Flex Time days.

Flex Time is not guaranteed, and you should not make plans to use Flex Time until you have your supervisor's approval. The approval of your Flex Time request is at the discretion of your supervisor and is based on the business needs of Grayscale.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, Grayscale will allow you a reasonable time off to vote, up to three (3) hours. This time is paid, provided that you do not have at least (3) consecutive hours before your shift begins or after your shift ends in which to vote while polls are open and you request the paid voting leave from your supervisor prior to the date of the vote or election.

The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

## **Jury Duty Leave**

Grayscale encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements. You will be paid for the time you are serving on a jury, less any compensation you receive from the court. Grayscale reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

Seasonal employees who are employed on a temporary basis of less than six (6) months will be placed on unpaid leave during any time spent serving on a jury.

Grayscale understands that some juries serve for extended periods of time. Contact your supervisor with questions about how jury duty leave might affect your other benefits, including your health insurance. You may be required to pay your portion of premiums during your jury duty leave.

## **Bereavement Leave**

Regular, full-time employees will be granted up to three (3) days of unpaid leave in the event of a death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. Employees who have lost a parent, child, or spouse may take up to five (5) days of bereavement leave. Seasonal and Part-Time employees are not eligible for paid bereavement leave. Those employees should contact their supervisor if a death in the family occurs.

## **Personal Leaves of Absence**

Grayscale recognizes the need of employees to be absent from work for various reasons other than vacation or illness covered by PTO. To accommodate the need for time off under certain circumstances, Grayscale has a Leave of Absence policy. All requests for a Leaves of Absence (and requests for extensions of approved Leaves of Absence) will be considered on an individual basis and Grayscale's decision to grant or deny such leave will be based upon the specific circumstances of the particular request, business needs, and applicable federal or state laws.

Employees who are on a Leave of Absence will be required to use any available PTO until exhausted, and the remainder of the Leave of Absence will be unpaid.

## **Requesting a Leave of Absence**

To request a Leave of Absence, contact your supervisor and a member of the HR Team with the date you desire to start a Leave of Absence, the duration of your desired Leave of Absence, and the reason you are requesting a Leave of Absence. You may be required to complete a Leave of Absence Request Form, and Grayscale may require you to submit a healthcare provider certification or medical information request form, when applicable. After Company officials review your request, you will be informed whether your request is authorized or denied. A Leave of Absence is not valid unless it is signed and approved by a member of the HR Team.

## **Limitations on Leaves of Absence**

With the exception of Leaves of Absence for military duty, or a Leave of Absence provided in accordance with the ADA or the ADAAA, no Leave of Absence, by itself or in combination with other periods of leave, may last longer than twelve (12) weeks. Unless otherwise required by law, any employee who for any reason or combination of reasons misses more than twelve (12) weeks of work in a twelve-month period will be separated from employment due to unavailability for work. Any employee so separated will be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

## **Failure to Return from Leave**

If you fail to return to work after Leave of Absence, you will be considered to have resigned your employment.

## **Alternative Employment**

While on a Leave of Absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by Grayscale. If you are on a Leave of Absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

## **Military Leave**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserve Forces will be granted a Leave of Absence for military service, training, or related obligations in accordance with applicable law. If you are called to active military duty, or if you are called to reserve or National Guard training, submit your orders to a member of the HR Team as soon as you receive them. Employees who enlist in the military will be credited with full longevity upon timely application to return to work in compliance with federal law. Employees called for military reserve training duty with the Armed Forces will also be granted service time as needed without interruption of longevity. Reinstatement to your job following completion of your military duty or training will be granted in accordance with applicable federal and state law.

## **Workers' Compensation Insurance**

Grayscale provides Workers' Compensation Insurance for all employees. There is no cost to the employee for this program. Workers' Compensation Insurance provides employees with benefits for work-related injuries and illnesses, which may include medical, surgical, or hospital treatment. The Workers' Compensation Insurance Program covers injuries or illnesses that happen on the job or that are job-related. Workers' Compensation benefits do not cover injuries or illnesses that happen outside of work including injuries or illnesses resulting from an employee's voluntarily participation in an off-duty recreational, social, or athletic activity sponsored by Grayscale.

It is very important that you tell your supervisor **immediately** about any work-related injury or illness, regardless of severity. Prompt reporting helps us make sure that you qualify for coverage as soon as

possible and allows us to properly investigate the incident. Moreover, failure to promptly report an injury or illness could result in your loss of benefits.

You may be required to submit a medical release before you can return to work.

## **WORKPLACE MONITORING AND SEARCHES**

Grayscale has the right to conduct searches for business purposes and/or to monitor compliance with rules concerning safety of employees, security of Grayscale and individual property, drugs and alcohol, and possession of other prohibited items. Employees are expected to cooperate in any such searches or monitoring. "Prohibited items" include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to Grayscale premises, Grayscale may search employees, your work area, desk, lockers, phones, computers, tablets, personal vehicles if driven or parked on Grayscale property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, Grayscale is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

**There is no general or specific expectation of privacy in Grayscale's workplace, either on the premises of Grayscale or while on duty.** In general, employees should assume that what you do while on duty, while on Grayscale premises, and while using Company systems and devices (e.g., the computer system, phone system (including Company-provided cell phones), email system, cloud storage system, etc.) is not private. All employees and all of the areas listed above are subject to search at any time; cameras may also be used to monitor certain work areas. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that you would not be prepared to show and possibly turn over to Grayscale officials and/or law enforcement authorities.

## **DRUG-FREE WORKPLACE**

Grayscale is committed to providing and maintaining a drug-free workplace. To ensure a safe and productive work environment, while on working time, while on Grayscale's premises, or while conducting Grayscale business, employees are prohibited from:

- Unlawfully manufacturing, distributing, dispensing, possessing, or using alcohol or controlled substances or misusing or abusing prescribed or over the counter drugs;
- Having present in your body, during working hours, detectable levels of illegal drugs or alcohol; and
- Violating any federal or state law relating to drugs or alcohol.

Grayscale may conduct drug or alcohol testing ("Substance Test") under the following circumstances:

- **PRE-EMPLOYMENT:** Grayscale may condition an employee's hiring on passing a Substance Test.

- **FOR CAUSE TESTING:** Grayscale may ask an employee to submit to a Substance Test at any time circumstances exist that indicate that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury may be asked to submit to a Substance Test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

This policy applies to all employees of Grayscale. An employee's failure to immediately comply with a request to submit to a Substance Test may result in immediate termination. All Substance Tests will be performed by a certified laboratory. Testing positive for drugs or alcohol may result in immediate termination.

If you are asked to submit to a Substance Test during the workday, you agree that you will immediately proceed to the designated testing site and you agree that an authorized representative of Grayscale (e.g., a Manager) may accompany you to the site of the Substance Test. You agree that you will take reasonable steps to ensure that you have provided a sample at the testing site within one (1) hour of Grayscale's request

Grayscale may consider Substance Test results that indicate "negative but diluted" as a positive test, in which case Grayscale may require additional testing.

**ANY EMPLOYEE WHO REFUSES TO SUBMIT TO A SUBSTANCE TEST IN ACCORDANCE WITH THIS POLICY OR WHO TESTS POSITIVE FOR ALCOHOL, ILLEGAL DRUGS, OR OTHER CONTROLLED SUBSTANCES WILL BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION OF EMPLOYMENT.**

## **PREVENTING WORKPLACE VIOLENCE**

Grayscale is committed to providing employees a safe work environment and to taking steps to help prevent workplace violence incidents from occurring at Grayscale or on our premises. As such, Grayscale expressly prohibits any and all acts or threats of violence by or against any Company employee, client, investor, vendor, or other visitor to Grayscale's facilities. This policy applies to all Company employees, whether or not you are engaged in business on behalf of Grayscale and whether or not you are on Company premises.

Grayscale strictly prohibits the possession or use of any and all weapons on Company premises by any employee, client, investor, vendor, or other visitor, regardless of whether the weapon (e.g., a handgun) is licensed or unlicensed and regardless of whether the weapon is concealed or visible. Company premises include Grayscale's buildings and facilities. Additionally, Grayscale prohibits the possession of any and all weapons in Company vehicles and on Company property. The sole exception to this policy is that an employee with a license to carry a handgun may keep it in your locked, personal vehicles in accordance Chapter 411 of the Texas Government Code; however, the handgun may not be brought into Company buildings or in a Company vehicle. Company employees are prohibited from the possession or use of any and all weapons while conducting business on behalf of Grayscale off of Company premises.

In keeping with the spirit and intent of this policy, Grayscale is committed to:

1. providing a safe and healthy work environment;
2. taking appropriate action (e.g., immediate termination and/or reporting the matter to law enforcement) against any employee who engages in any threatening behavior or acts of violence, or who uses any obscene, abusive, or threatening languages or gestures in an aggressive or threatening manner; and
3. taking appropriate action against visitors to facilities (including former employees) (e.g., reporting the matter to law enforcement) who engage in any threatening behavior or acts of violence, or who use any obscene, abusive, or threatening languages or gestures in an aggressive or threatening manner.

As part of this policy, employees have a duty to warn a member of the HR Team of any suspicious or problematic workplace activity or situations or incidents you observe or are aware of that involve other employees, former employees, vendors, or visitors. This includes, for example, threats, acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks. Grayscale will not condone any form of retaliation against any employee for making a report under this policy.

## **WORKPLACE SECURITY**

All employees are responsible for helping to make Grayscale a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, laptops, or other devices to your supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of Grayscale. Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, clients, investors, or guests of Grayscale. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

Employees are also responsible for helping Grayscale's client's work environment a secure work environment. You are responsible for following policies and procedures of any client for whom you are providing services through Grayscale.

## **SAFETY STANDARDS AND POLICIES**

### **Abide by Safety Policies and Regulations**

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner, in compliance with applicable laws and regulations, and in compliance with the safety protocols and policies of Grayscale and those of the clients with whom you work. Employees are required to follow safety protocols in place on any work site where you work (e.g., when on a construction site, employees must wear a hard hat, proper eye protection, and other required PPE).

### **Employee Should Report Safety Hazards**

You are required to report any unsafe condition or hazard that you discover in the workplace immediately to a member of the HR Team. In cases where the hazard can be easily corrected, we encourage all employees to immediately take action to rectify the situation. Employees who identify and report hazards in the workplace are very important to the effectiveness of this program.

### **Accident Investigation**

All work-related accidents will be investigated in a timely manner including minor incidents and "near misses." A "near miss" is an incident which, although not serious in and of itself, could have resulted in a serious injury. Investigation of these instances may avoid serious accidents in the future. When an

accident or injury occurs, please report it to a member of the HR Team. A report of the investigation and the corrective action will be maintained by Grayscale. When the results of an accident investigation indicate that an on-going hazard exists or when several accidents occur from the same cause, Grayscale will take action designed to eliminate the hazard.

## **Accident/Injury Reporting**

Employees are required to immediately report any on-the-job accident or injury, no matter how slight, to your supervisor. If the injured employee is in need of immediate medical treatment, the injured employee will be sent to an authorized physician or hospital immediately. Transportation will be provided to medical facilities in the event of any serious injury. When appropriate, another employee may be asked to act as an escort. Any injuries sustained at work must be reported to be considered valid claims under Workers Compensation. Grayscale must comply with federal and state injury record-keeping requirements.

An "Accident/Injury Report" will be filled out completely by your supervisor and given to a member of the HR Team. It is extremely important that the Accident/Injury Report be completed within five (5) days to allow for proper insurance coverage and for applicable record-keeping requirements. Manager should notify a member of the HR Team of any accident, regardless of whether or not medical treatment is necessary.

In the event that an injured employee is unable to work for a period of time due to an accident on the job, the injured employee must notify his supervisor with the expected date of return to work. This notification must be accompanied by a note from the attending physician.

All employees of Grayscale are subject to this policy. Any search under this policy will be done in a manner protecting employees' privacy, confidentiality, and personal dignity to the greatest extent possible.

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request from Grayscale may be terminated from employment.

## **GENERAL POLICIES**

### **Conflict of Interest**

Grayscale respects the rights of employees to engage in activities outside of work that do not conflict with our interests. However, in an effort to avoid conflicts of interest, you must inform your supervisor or a member of the HR Team about engaging in any outside business or second job before beginning such outside business or working another job. If your other job(s) or other outside activities interfere with your job responsibilities, Grayscale may require you, as a condition of continued employment, to cease the conflicting activity. If you refuse to cease the conflicting activity, you may be terminated.

Employees must avoid actual or apparent conflicts of interest with Grayscale business. Any employee who is in a position to influence a decision or to have business dealings on behalf of Grayscale that might also result in personal gain for the employee or your immediate family member should notify a member of the HR Team of the actual or potential conflict of interest so that safeguards may be put in place to protect the employee, the vendor, and Grayscale.

You are prohibited from engaging in any activity, practice, or act that conflicts with, or appears to conflict with, the interests of Grayscale, its employees, clients, or vendors. You must disclose any potential conflict to an officer of Grayscale or its designee.

A conflict of interest exists when you engage, knowingly or unknowingly, in any activity that may compromise you personally, another employee, or Grayscale in its relationship with a client, investor, vendor, competitor, or another employee.

Potential conflicts of interest may include soliciting business for personal gain, accepting gifts other than those of normal value, or requesting favors, discounts, or services.

## **Business and Travel Expenses**

From time to time, employees may need to incur expenses for business-related purposes. Grayscale will reimburse employees for reasonable business and travel expenses in accordance with Company policies, as set forth below. All business travel must be approved in advance by your supervisor. If you have questions about business travel, how to obtain approval for business travel, how to handle expense reports or any other travel-related issues, please contact your supervisor.

### **Business Expenses**

Approved business expenses are the reasonable and necessary expenses employees incur for legitimate business purposes that are not covered by normal Company procurement processes.

Employees must submit reimbursement requests for all nontravel business expenses on Grayscale's Expense Request Form, together with all supporting invoices and evidence of payment, as applicable. In order to be eligible for reimbursement, the request for reimbursement of a business expense must be provided to Grayscale within 45 days of the date on which the employee incurred the expense and your supervisor must approve your request for reimbursement. Grayscale reserves the right to deny reimbursement for expenses that are deemed to be excessive or non-business related.

Without limiting Grayscale's right to make a determination as to whether a particular expense will be reimbursed, below are guidelines on business expenses.

### **Travel Expenses**

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Company business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your supervisor has been received.

Employees must submit reimbursement requests for all nontravel business expenses to Grayscale on Grayscale's Expense Request Form, together with all supporting invoices, receipts, and evidence of payment, as applicable. In order to be eligible for reimbursement, the request for reimbursement of a business expense must be provided to Grayscale within 30 days of the date on which the employee incurred the expense and your supervisor must approve your request for reimbursement. Grayscale reserves the right to deny reimbursement for expenses that are deemed to be excessive or non-business related.

Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on Grayscale's Expense Report Form for additional travel expenses. Airfare costs are to be charged to your personal credit cards and subsequently submitted for reimbursement on Grayscale's Expense Report Form.

Without limiting Grayscale's right to make a determination as to whether a particular expense will be reimbursed, examples of travel expenses that may be reimbursed to you include the following:

- Airline tickets (limited to reimbursement for commercial economy class airfare).
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Laundry and dry cleaning (trips exceeding five days only, unless emergency).
- Business supplies and services.

- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

### Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record and abide by Grayscale's Driving Policy. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The CEO must authorize any deviation from this policy.

### Insurance

Grayscale does not pay for personal travel insurance for employees.

## **Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Grayscale. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Although we are considered a casual office in a casual industry, there are limits. Please, no short shorts, sweatpants, yoga pants, any form of exercise clothing. No ragged T-shirts. We are in entertainment and a certain amount of casualness is accepted. GEM retains the right to send you home if you are not properly dressed to represent the company and its clients.

Use common sense and good judgment in determining what to wear to work and report any questions or issues you may have to your supervisor.

## **Visitors**

As a general rule, employees may not allow access to our facilities to unauthorized personal visitors. Grayscale may make exceptions on a case-by-case basis. Contact your supervisor if you wish to have a visitor on Company property. Authorized visitors should enter through the reception area. Employees are responsible for accompanying their visitors at all times.

## **Telephone Use and Personal Calls**

Employees should discourage family and friends from calling you at work. Emergency calls will be directed to the supervisor on duty who will communicate immediately with the employee. Keep personal cell phone calls, email, text messaging, and social media interaction to a minimum during working hours.

## **Third Party Disclosures**

From time to time, Grayscale may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of Grayscale and you should refer any call requesting Grayscale's position or comment to the CEO. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the HR Team.



## **Office Neatness**

Please help us keep the office neat by picking up any paper, trash, rubber bands, etc. that may be laying on the floors and reception areas. Place or roll chairs under tables or desk when you are finished. It is your responsibility to keep your own workspace orderly and clean as well as all shared spaces

## **Smoke-Free and Tobacco-Free Workplace**

Grayscale is committed to providing a safe and healthy workplace and to promoting the health and well-being of all of our employees. Motivated by our desire to provide a healthy work environment for our employees, Grayscale prohibits tobacco use and smoking in all buildings on Company property and all vehicles owned or leased by Grayscale or its clients (“Restricted Areas”). This policy prevents the act of lighting, smoking, or carrying a lit or smoldering cigarette, cigar, pipe, or using any electronic smoke or vapor-generating products (“e-cigarettes”) in any Restricted Areas. In addition to prohibiting the use of any smoke-producing tobacco and e-cigarettes, this policy also prohibits the use of any tobacco product including, but not limited to, spit tobacco, snuff, and other “smokeless tobacco” in any Restricted Areas.

The only places at Grayscale where smoking of any kind or the use of tobacco products and e-cigarettes are allowed are the areas specifically identified for such use (“Designated Smoking/Tobacco Use Areas”). Employees who are deemed by Grayscale, in its sole discretion, to be spending excessive time in the Designated Smoking/Tobacco Use Areas may be disciplined for excessive absenteeism from work, up to and including termination of employment.

# **SEPARATION OF EMPLOYMENT**

## **Voluntary Resignations**

Grayscale hopes that your employment with Grayscale will be a mutually rewarding experience; however, Grayscale acknowledges that varying circumstances can cause you to resign employment. If you choose to voluntarily resign from Grayscale, we ask that you provide a member of the HR Team at least two (2) weeks’ notice, in writing, of your intent to resign. This courtesy will allow us time to adjust working schedules and attempt to secure a replacement. If you provide less notice than requested, Grayscale may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

## **Dismissals**

If an employee’s performance is unsatisfactory due to inability to fulfill the requirements of the job, or if an employee engages in conduct that violates a Company policy or other conduct that is not consistent with our expectation of work for Grayscale, Grayscale may terminate the employee with cause. Employees who are terminated by Grayscale for cause, you are not eligible for rehire.

Grayscale may also terminate your employment if you are unable to perform the essential functions of your job due to a downsizing, for any other legal reason, or for no reason. As an at-will employee, Grayscale retains the right to terminate your employment at any time, with or without a reason. Regardless of the reason for your termination, no unused PTO will be paid out, unless required by law.

## **Job Abandonment**

If you are absent from work for two (2) days without proper notification to your supervisor (See Attendance section above), you will be considered to have resigned. The effective date of your

resignation will be the last day on which you were actively at work. If you abandon your job, you will be paid only for each day actually worked. No unused PTO will be paid, unless required by law.

## **Return of Property & Provision of Access**

Employees are responsible for returning to Grayscale all Company property, materials or written information issued to you or in your possession at the time of your termination (or sooner, if requested by Grayscale). You are specifically obligated to return immediately upon request or upon termination of employment any Company-owned or Company-issued credit cards, security cards, access cards, keys, cellphones, laptops, or other devices, as well as any and all memoranda, notes, records, drawings, manuals, and other documents, including all copies of such documents, in any way relating to the business or affairs of Grayscale or any of its employees, clients, consultants, or agents. You are also required to provide the log in credentials, including passwords and user ids, for all systems that you had access to for purposes of performing your job for Grayscale.

## **Final Pay**

When your employment with Grayscale ends, you will be paid wages owed to you (base salary or hourly compensation) through your last day of work. You will not be paid any commissions, bonuses, or other sums not already paid to you at the time of your termination (unless otherwise agreed to in a document signed by the CEO).

Grayscale does not have a severance policy.

## **Verification of Address**

Regardless of the reason that you have separated from employment with Grayscale, it is very important that we have your correct address and telephone number. Your current address is vital for tax purposes and continuation coverage, if you are eligible. Please make sure that Grayscale has your current contact information at the time of your separation from employment.

## **CLOSING STATEMENT**

Thank you for reading our Handbook. We hope it has provided you with an understanding of our mission and goals, as reflected in our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

## **ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK**

I have on this day received the Grayscale Employee Handbook dated and effective September 23, 2022. I agree to fully and completely read the Employee Handbook and to abide by the policies, rules and regulations contained therein. I understand that the rules, policies and benefits may be changed, modified or deleted at any time, with or without notice, and that neither this Handbook nor any other communication by a management representative, whether oral or written, is intended in any way to create a contract of employment for a specific term.

This Handbook replaces all previous employee Handbooks and prior editions or revisions of this Handbook, which are retracted, withdrawn, and canceled.

I understand that my employment with Grayscale is on an at-will basis, meaning that either I or Grayscale are entitled to terminate my employment relationship at any time, with or without cause, and with or without advance notice.

I understand that acceptance and agreement to follow the policies outlined in this Employee Handbook is a condition of employment.

I agree, as shown by my signature, to accept and abide by all Company policies and procedures contained within this Handbook, as well as all other posted or publicized, written, or verbal Company policies and procedures.

Employee Name:		
Employee Signature:		Date: