



# eFoodHandlers

## Certificate of Completion

is Awarded to

### YESSICA MORENO CORTES

In recognition for completing  
eFoodhandlers Basic Food Safety Course  
CALIFORNIA Version



State of California

Certificate ID: 2018b2450820      Issued: 01/31/2018      Expires: 1/31/2021

Official Issuer: A handwritten signature in black ink, appearing to read "P. Moreno" followed by a dash.

## New Contractor Information

For all new contractors, please complete the following information. If you have any questions please reach out to Onboarding team at [onboardingtemps@mz.com](mailto:onboardingtemps@mz.com).

First Name:	Jessica
Last Name:	Matena
Start Date:	
Work Location:	
MZ Project Manager:	
Contact Phone:	
Contact Email:	
Name of staffing or consulting firm contracted through:	
Assignment Duration (ex: 1 month, 3 months, 6+ months, etc.):	



## Harassment-Free Workplace Policy

### Unlawful Harassment

The Company strives to provide all employees with an environment free of sexual or other unlawful harassment. Harassment against individuals on the basis of pregnancy, childbirth or related medical conditions, race, religious creed, color, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation or any other classification protected by applicable local, state or federal employment discrimination laws is illegal and a violation of Company policy. Unlawful harassment of any type will not be tolerated at Machine Zone. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including Leaders and employees, as well as any clients, vendors, customers, independent contractors or any other person having contact with Company employees. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

**Definition of Harassment:** Prohibited unlawful harassment includes any conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment based on that individual's membership in a protected class. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitation, or comments;
- Visual displays, which are not an art asset for Machine Zone's games and products, such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment;
- Rude or aggressive managerial conduct directed at one sex more frequently than the other; and,
- Extensive sexual favoritism or favoring employees who engage in sexual conduct with a Leader.
- Communication via electronic media of any type that includes any harassing conduct that is prohibited by state and/or federal law, or by company policy.

In particular, sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature which (1) has been made either explicitly or implicitly a term or condition of an individual's employment (or other contract relationship), (2) is used as a basis for employment (or other contract) decisions such as promotions and benefits affecting such individual, or (3) substantially interferes with an individual's work (or contract) performance or creates an intimidating, hostile, or offensive working environment.

## CONFIDENTIALITY AND ARBITRATION AGREEMENT

Machine Zone, Inc. ("Machine Zone" or the "Company") and Y.M. an individual ("Contractor") hereby make the following agreement regarding the treatment of confidential information and the resolution of disputes with Machine Zone. Machine Zone and Contractor recognize that differences may arise between Machine Zone and Contractor during or following Contractor's provision of services to the Company. In consideration of the mutual promises herein, and in consideration of Contractor's continued opportunity to provide services to Machine Zone, the parties agree to the following Confidentiality and Arbitration Agreement (the "Agreement"). Other than as expressly provided in the parties' agreement to arbitrate disputes as expressed below, the Agreement does not alter or amend any prior agreements between Machine Zone and Contractor. Further, the Agreement does not alter or amend any agreements between Contractor and third parties, nor does it amend or alter any agreements between Machine Zone and third parties. "Services" shall refer to any work or service performed by Contractor on behalf of or for the benefit of Machine Zone, whether on Machine Zone's premises or elsewhere.

### 1. Confidential Information

1.1 Definition. Contractor acknowledges that it will have access to information that is treated as confidential and proprietary by Machine Zone, including without limitation, trade secrets, technology, and information relating to Machine Zone's business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, its affiliates or suppliers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, "Confidential Information"). Any Confidential Information that Contractor develops in connection with the Services shall be subject to the terms and conditions of this Section and any applicable Non-Disclosure Agreement ("NDA") executed by the Parties. Contractor agrees to (a) hold the Confidential Information in confidence, (b) not disclose the Confidential Information to any third party, and (c) not use any Confidential Information for any purpose except for the purpose of performing the Services. Contractor agrees to treat all of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Contractor may disclose the Confidential Information to Contractor's personnel with a bona fide need to know it in order to perform the Services, but only to Contractor's personnel who have signed a nondisclosure agreement at least as protective of Machine Zone's rights as those terms and conditions applicable to Contractor under this Agreement; provided that it is understood that, barring a separate written agreement, access to Machine Zone's Confidential Information will not restrict Contractor's assignment of any employees or contractors or restrict in any way Machine Zone's business plans. Contractor will not make any copies of the Confidential Information except as necessary for Contractor's personnel with a need to know as described in this Agreement. Any copies which are made will be identified as belonging to Machine Zone and marked "confidential" or with a similar legend.

1.2 Exclusions. Confidential Information shall not include information that:

- (a) is now, or hereafter becomes, through no act or failure to act on the part of Contractor, generally known or available to the public;

available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. All arbitration hearings shall be conducted in Santa Clara County, California. The arbitrator shall issue a written decision with the essential findings and conclusions on which the decision is based. If, for any reason, any part or portion of this arbitration clause is held to be invalid or unenforceable, all other valid parts and portions shall be severable in nature, and remain fully enforceable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

MACHINE ZONE, INC.

By:  
Victoria Valenzuela  
General Counsel

2225 E. Bayshore Drive, Suite 200  
Palo Alto, CA 94303

Date: 1-24-18

 CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Federal Tax I.D. Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_