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**Dynamic Computing Services Corporation**  
**EMPLOYEE HANDBOOK**



**DCS**

DYNAMIC COMPUTING  
SERVICES CORPORATION

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## **Welcome to Dynamic Computing Services!**

Dynamic Computing Services was established in 1990 by Gary Sherrell, Founder. At the heart of DCS is an understanding that the right people for the job make all the difference. With each engagement, we work hard to create the perfect *Partnership* between the IT professional and the company's technical needs, experience, and corporate culture. We know from experience that our philosophy pays big dividends in job assignment satisfaction, increased productivity, and a loyal talent base. More than 300 IT consultant and company *Partners* nationwide have proven that the DCS Difference is a success!

If you are a new member of the DCS team, we welcome you to our team. This handbook has been prepared as a guide and reference to acquaint you with the policies and procedures of our Company. If you are an existing employee, this handbook is a compilation of policies and procedures which have been developed over a period of time in our company. This handbook is intended to reduce any confusion which may arise from unwritten or inconsistent policies and supercedes any previous policies which may be inconsistent with this handbook.

In either case, please spend the time necessary to review and understand this handbook. If you have any questions about this handbook, your job, or any other job-related issue, please feel free to contact the President or the Director of Office Operations (“DOO”) of the Company.

## **INTRODUCTION**

This handbook was prepared to serve as a working guide for all employees of Dynamic Computing Services (“DCS” or “the Company”). It is intended to help employees find answers to some of the basic questions regarding personnel policies and employment with DCS. Please keep it in a convenient place for future reference.

The statements in this handbook do not create an employment contract or any binding obligation on DCS. They are intended to serve as a guide to employee conduct. You are expected to follow DCS’s policies and rules throughout your employment with DCS. Failure to do so may result in discipline up to and including termination.

The policies in this handbook cannot describe every employment situation that might occur. In addition, description of certain benefits in this handbook is limited. Employees should review the various benefit plan documents and summary plan descriptions for information regarding such benefit plans. Consultants must comply with any applicable employment agreement that they have entered into with the Company.

Please keep in mind that employment with DCS is at-will. DCS and its employees are free to terminate the employment relationship at any time, with or without cause or advance notice for any reason not prohibited by law. This at-will employment relationship cannot be altered, except by written agreement signed by the employee and either the Recruiter or the President or as described in the Employment Agreement.

DCS may, in its discretion, change these policies and benefits to meet the changing needs of the Company. We welcome suggestions regarding policy matters and administration of Company policies from all our employees. Please feel free at any time during your employment with DCS to bring them to our attention.

If you have any questions or need more information about the policies and practices at DCS, please contact the Director of Office Operations. All sections should be interpreted in a way that is consistent with law.

### **Multi-State Compliance**

These policies cover all employees of the Company. If a policy is inconsistent with any law, the law will govern. All policies should be interpreted in a way that is consistent with law. If you have questions about a particular location or situation, please contact your supervisor or the DOO of the Company.

## **LEGAL AND ETHICAL POLICIES**

DCS expects its employees to conduct business in accordance with the highest ethical and legal standards and to comply with the letter and the spirit of the law. The policies and procedures in this section have been developed to meet this objective.

While a real effort has been made to cover questions that might arise regarding legal and ethical responsibilities of employees of the Company, no set of policies and procedures can begin to cover every situation that might arise. Legal and ethical questions arise in all aspects of the business, including, for example, discussions with clients, dealing with employees, handling Company funds and filling out and maintaining records. The key to these policies is personal integrity – the exercise of honesty and good judgment in all dealings in all matters.

All employees have the personal responsibility to question possible misconduct and to resolve doubts or uncertainties relating to legal or ethical questions. To resolve such an issue, an employee should utilize the open door policy to bring the matter to the attention of management. There will be no retaliation against employees who take such action on good faith.

The Company expects all of its employees to comply with the requirements of the legal and ethical policies in this handbook as well as the general requirements of honesty and personal integrity in all matters. Any employee who violates this standard will be subject to discipline up to and including termination. In addition to complying with this policy, consultants should comply with all applicable legal and ethical policies of the client for whom they are working.

## **Equal Opportunity**

DCS is committed to a policy of equal employment opportunity. The Company is committed to treating all employees and applicants without regard to race, color, creed, religion, sex, age, national origin, citizenship, veteran or marital status, sensory, physical or mental disability and all other bases protected by law.

This policy covers all aspects of treatment of employees and applicants, including employment opportunities, compensation, hours of work, conditions of employment, promotions, demotions, transfers, recruitment, advertising, layoff and termination.

You should contact the Director of Office Operations or your recruiter if you have any questions or concerns regarding this policy. If you are aware of any violation of this policy, you must contact the Director of Office Operations. There will be no retaliation or repercussions against employees for taking such action in good faith. Any employee found to be violating this policy will be subject to disciplinary action up to and including termination of employment.

## **Harassment Prohibited**

The Company believes that all employees should work in an environment that is free of harassment and discrimination. All employees have the duty to prevent harassment at the workplace. Additionally, all employees are expected to conduct themselves in a way that fosters a comfortable, professional and respectful working atmosphere for other employees.

### *Harassment in general*

Harassment of any type, including harassment based on race, sex, religion, national origin, age, disability, marital or veteran status, or any other protected status is a violation of company policy and is strictly prohibited. While the following types of specific behavior may not necessarily

constitute harassment, they are prohibited at the Company because they may make people uncomfortable or give rise to misunderstandings and are unprofessional: slurs, graffiti, negative stereotyping, racial, ethnic or religious epithets, and written or graphic material that shows hostility to an individual or group. This is not an exclusive list of behaviors that may violate this policy.

#### *Sexual harassment and other inappropriate conduct*

One type of prohibited harassment is sexual harassment. It can consist of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature or that is otherwise based on gender when:

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

Any conduct that meets the above definition is prohibited at the Company. This expressly includes explicitly or implicitly conditioning any term of employment (such as continued employment, wages, evaluation, advancement, time off, assigned duties or shifts) on the provision of sexual favors.

Sexual harassment may be difficult to recognize in certain circumstances. Although the following types of specific behavior may not necessarily constitute harassment, employees should not engage in them at the Company because they may make people uncomfortable or give rise to misunderstandings and are unprofessional: touching or grabbing a sexual part of any individual's body; touching or grabbing any part of an individual's body after that person has indicated or it is known that contact is unwelcome; continuing to ask a person on a date when that person has indicated that he or she is not interested; displaying or transmitting pornography; and using sexually vulgar or explicit language. This is not an exclusive list of behaviors that may violate this policy.

#### *Procedures relating to violation of this policy*

If you believe that you or another person may have been subjected to harassment or discrimination or if you believe that the conduct of any person at the workplace violates any aspect of this policy, you are obligated to promptly report such conduct or statements to the Director of Office Operations.

Your report will be taken seriously and investigated promptly. The Company will protect the confidentiality of those involved to the extent that it is consistent with our need to examine good faith voicing of concerns or cooperate in an investigation under this policy. No person will be retaliated against by the Company for good faith voicing of concerns or cooperating in an investigation under this policy. It is a serious violation of this policy for any employee to take any retaliatory action against any person because he or she reports a violation of this policy or has participated in an investigation.

All company employees are required to comply with this policy at all times. Violations of this policy will result in discipline up to and including termination with the Company. In addition to complying with the terms of this policy, consultants should comply with any harassment policy of the client for whom they are working.

## **Workplace Violence**

Acts or threats of physical violence, including intimidation and coercion will not be tolerated at DCS. As used in this policy, the word “violence” shall mean an act or behavior that

- is physically assaultive;
- consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- would be interpreted by a reasonable person as carrying potential for physical harm to the individual;
- is a behavior or action that a reasonable person would perceive as menacing;
- involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening;
- consists of communicated or reasonably perceived threat to destroy property; or
- is harassing surveillance, also known as “stalking”, the willful malicious and repeated following of another person.

Violent actions on premises or while on Company business will not be tolerated or ignored. Any unlawful violent actions committed by employees while on Company premises or while on Company business will be prosecuted as appropriate. Appropriate disciplinary action will be taken for violation of this policy. In addition to complying with the terms of this policy, consultants should comply with any workplace violence policy of the client.

All employees are responsible for:

- refraining from acts of violence;

- seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and
- reporting any dangerous or threatening situations that occur in the workplace.

Employees are encouraged to report to their supervisor or Director of Office Operations situations that occur outside of the workplace that may affect workplace safety, i.e., instances where protective orders have been issued, etc. Reports of violence will be evaluated immediately and appropriate action will be taken where possible.

When a violent act occurs in the workplace, employees should **CALL 911**. In instances that are not emergency situations, employees should contact their supervisor. When 911 is contacted, employees should contact either their supervisor or Director of Office Operations immediately after calling 911. Consultants should also report to their recruiter or Director of Office Operations if they have concerns regarding workplace violence that occurs at a client's worksite.

### **Employees With Disabilities**

If an employee has a disability and wishes reasonable accommodation, he or she should let the Director of Office Operations know as soon as possible. The Company then can discuss with the employee the possibility of providing reasonable accommodations to enable the employee to perform the essential functions of the job. DCS will make those reasonable accommodations that may be accomplished without undue hardship to the Company. If an employee becomes unable to perform the essential functions of his or her job, even with reasonable accommodation, he or she should ask about assistance in identifying and applying for other jobs with DCS that may become available and for which he or she may be qualified.

### **Confidentiality**

This policy addresses two type of confidential information: Confidential information belonging to clients and users of DCS services, and confidential information belonging to DCS.

Employees are required to keep confidential all aspects of the Company's or client's business. This includes, for example, files, pay and pricing information, customer lists and other customer-related information, company procedures, and similar information. Personal information about other employees is also confidential. Such information should not be discussed or disclosed to anyone outside the company.

In the course of the employment with DCS, employees will learn confidential and proprietary information about DCS and its clients including information about its strategies, pricing, services, plans, finances. This information is valuable to the Company and its confidentiality must be protected. Such non-public information belongs solely to the Company and not to the employee or anyone else. The law imposes a duty on employees to keep this type of information confidential and to use it only for the benefit of the Company. This obligation continues both while the employee remains with the Company and indefinitely after leaving the Company. Similarly, while employed with the Company, employees are prohibited from using or disclosing any trade secrets that they may have learned from former jobs.

Additionally, an employee may not copy, distribute or use written or electronic materials owned by DCS or prepared in connection with employment by DCS except as authorized for the benefit of DCS. When an employee leaves employment with DCS, he or she must immediately return all copies of Company documents, electronically recorded Company information or other tangible things. Consultants must also comply with the confidentiality policies of any client.

If an employee has any questions about whether this policy applies to a specific situation, contact the Director of Office Operations. It is the employee's responsibility to resolve any confidentiality questions prior to taking any action that would breach the obligation of confidentiality.

## **Conflicts Of Interest**

Employees must avoid all conflicts between their individual interests and the interests of the Company. Employees should conduct themselves in a manner that avoids even the appearance of conflict between their personal interests and those of the Company. Consultants should also avoid conflicts between their personal interests and the interests of the client.

A conflict of interest situation may arise in many ways, including but not limited to the following examples:

- Employment by a competitor, regardless of the nature of the employment, while employed by the Company;
- Acceptance of gifts, payments or services from those seeking to do business with the Company or doing business with the Company;
- Placement of business where the Company owned or controlled by an employee or his or her family;
- Ownership of or substantial interest in a company that is a competitor or supplier;
- Acting as a consultant to a customer or supplier or aspiring customer or supplier of the Company; or
- Using one's position to obtain goods, services or favored treatment for oneself or others.

Employees are required to avoid situations that present a conflict of interest or the appearance of a conflict of interest. In any event, employees and their immediately family may not accept significant gifts (over \$ 50) or gratuities of any amount from anyone doing business or seeking to do business with the Company, including vendors and customers, without notifying their Recruiter or the DOO. This would include travel, lodging and entertainment other than ordinary business lunches and dinners. Employees with questions about conflicts of interest or potential conflicts of interest should resolve them before they become a problem by consulting with their recruiter.

## **Inventions and Creative Output**

*Work for Hire.* Under applicable federal law, all copyrights in copyrightable materials (including but not limited to software protected by copyright) created by an employee within the scope of his or her employment are owned by the Company as works made for hire. All such materials created by employees of the Company within the scope of their employment are deemed to be works for hire and are the exclusive property of the Company. Employees are not permitted to make any use of any such materials without the express written permission of the Company. Failure to abide by the policies stated in this section may constitute copyright infringement and would be an unauthorized use of Company-owned materials. Unauthorized use of Company-owned materials is not only a violation of Company policy which may result in immediate termination of employment, but also may result in civil and criminal penalties.

*Inventions.* Employees should promptly disclose to the Company any invention, idea or work that they have conceived or made during the term of their employment with the Company in any way connected with their employment. These inventions, ideas, or works created during employment are the property of the Company. Employees must cooperate with the Company to obtain, protect, and enforce patents, copyrights, or other legal protections covering such inventions, ideas and works and to confirm the Company's ownership of all rights in them.

NOTICE: This Inventions Policy does not apply to, and the employee has no obligation to assign to the Company, any invention for which no Company trade secrets and no equipment, supplies, or facilities of the Company were used and which was developed entirely on the employee's own time, unless: (i) the invention relates directly to the business of the Company, (ii) the invention relates to actual or demonstrably anticipated research or development work of the Company, or (iii) the invention results from any work performed by the employee for the Company.

## **Safety**

The personal safety and health of each employee of the Company is of primary importance. The Company's objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum. The goal of the Company is zero accidents and injuries.

Employees are responsible for wholehearted, genuine cooperation with all aspects of the safety and health program – including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Rules to be observed on Company premises include the following:

1. All safety hazards must be reported to your supervisor immediately.
2. All injuries occurring in the workplace must be reported to employee's supervisor immediately. All accidents must be reported immediately no matter how minor.
3. Employees must observe safe practices when performing their work. This would include knowing and complying with all safety requirements specific to their jobs.

All employees are expected to comply with this policy at all times. Consultants should comply with the safety policies implemented at the client's worksite.

## **Computer Software**

All employees of DCS are prohibited from making, possessing, transferring or using any unauthorized copy of third party software on computers of DCS. Software and documentation developed by DCS is the exclusive property of the Company and shall not be used for any purpose other than for the benefit of the Company.

Additionally, consultants are prohibited from making, possessing, transferring or using any unauthorized copy of third party software on client's computers. Consultants must follow any other computer software policy that the client maintains.

## **EMPLOYMENT PRACTICES**

### **Employment At-Will**

Employees of DCS are hired on an at-will basis. This means that the Company and its employees are free to terminate the employment relationship at any time without cause or advance notice, for any reason not prohibited by law. The at-will employment relationship may be altered only by a written agreement signed by the employee and the Recruiter or the President, except as specified by any employment agreement.

### **Hiring**

The decision to hire an employee will be based on the qualifications of the applicants, requirements of the position and needs of the business. Job openings may be posted on company bulletin boards, or, if appropriate, may be filled by recruiting outside applicants, at the discretion of the Company.

### **New Employee Orientation**

As a new employee, you will receive a general orientation which will include completion of all of the new hire paperwork, an explanation of the employee handbook, and an explanation of the employee benefits. Consultants will receive an orientation package in the mail. Employees in the corporate office will be given a tour of the facility, introduction to other employees, and an explanation of their job responsibilities. Questions about your job should be directed to your immediate supervisor, the President or the DOO of the Company.

### **Eligibility for Employment**

In accordance with the Immigration and Naturalization Service's requirements, we will ask you to verify your employment eligibility. This means that you will be required to provide us with documents that establish your identity and eligibility for U.S. employment. All employees will be required to do this within three days of their date of hire.

## **Medical Examinations**

To assure your safety and ability to perform the job, an examination may be required:

- a. after returning from a leave of absence;
- b. after becoming ill on the job; or
- c. after suffering a work-related injury.

Employees may be asked to provide a signed doctor's release when returning from a serious injury or illness. This policy is applied in accordance with all laws.

## **References**

DCS will generally respond to requests for employment verifications and references on current or former employees by providing only dates of employment and current or last position held.

## **Open Door Policy**

If problems or differences of opinion arise between the employee and the supervisor or fellow employees, including any problems that arise at a client's worksite, an employee is encouraged to discuss work related matters with his or her supervisor or another manager if the employee is not comfortable discussing the matter with his or her supervisor. Employees should bring matters to the next level of management as needed until matters are satisfactorily resolved. Consultants who wish to speak to Company personnel regarding work related matters at another worksite should contact the Director of Office Operations.

A complaint or concern of a serious nature, however, such as one concerning criminal activity, sexual harassment, discrimination or workplace violence, should be reported promptly to Director of Office Operations. If satisfactory consideration and/or resolution is not reached, the matter must be brought to the attention of the President. No retaliation by the Company will result from raising such a matter in good faith. Consultants who have concerns of a serious nature should contact the Director of Office Operations.

## **Communications**

In addition to complying with the terms of this policy, consultants should comply with all communications policies maintained by the individual client for whom they are working.

### **Electronic and voice mail messaging**

Electronic Mail (Email) and telephone voice mail are business tools for improving the flow of business information within the Company and with appropriate outside parties. All personnel should use the same professionalism in preparing Email and voice mail messages as they do other written or oral communications. Message content must adhere to all other Company policies and standards that prohibit harassment and discrimination. Content that interferes with operations, or is offensive to others, including other employees, will not be

tolerated. Jokes, sarcasm, and facetious statements may not appear as such when taken out of context, and should be avoided.

It is the policy of the Company that all of the hardware and software comprising the Company's computer system are the property of the Company and should be used for firm business only, except as otherwise provided in this policy. Both Email accounts and voice mails are considered to be part of the Company's computer system and are, therefore, the property of the Company. There is no right of confidentiality or privacy relative to the use of the Company's computer system, including Email accounts or the use of the Internet.

The Company does not guarantee any of its personnel that messages will be private, even where passwords are used to maintain privacy. The Company reserves the right at its discretion to view, capture, and use material in any electronic or voice message or attachment. The distribution of electronic and voice messages must also be consistent with all efforts to maintain the confidentiality of Company information. Unauthorized attempts to view the email of others are strictly prohibited.

Email sent through the Internet is less secure than Email sent through the Company Intranet. Employees should keep this in mind when confidential messages and their attachments need to be sent outside the Company. Additionally, the Internet and other public networks cannot be relied upon to promptly deliver messages of an urgent nature.

While Email is intended primarily for business use, the Company does not prohibit the incidental and occasional personal use of Email as long as this policy and other rules pertaining to personal use are observed, as follows:

- \* Producing or forwarding messages that interfere with the operations of the Company, are offensive to clients or personnel or violate the Company harassment policy is prohibited.
- \* The personal use of Email should not be done in a way which impacts productivity.
- \* Advertisements or other personal announcements should not be sent to mailing lists.
- \* Employees should avoid joining Email groups for personal purposes through the Company systems.

#### **Access to the Internet**

Employees are provided access to the Internet primarily as a business tool. The accessing of the Internet by employees is not prohibited provided that certain rules are observed, including the following:

- \* Use of the Company Internet may not interfere with productivity.

- \* Downloading or producing or forwarding messages or information that interfere with the operations of the Company, violate the Company harassment policy, or contain pornographic content is prohibited.
- When using the Internet for personal researching or when expressing views on the Internet, employees should make sure that the work does not appear to be a communication on behalf of the Company. Such a representation should be specifically disclaimed.
- The use of the Company Internet for unlawful activities is strictly prohibited.
- In transferring files from the Internet, employees should observe copyright and licensing rights. Employees should also be careful about downloading files which may contain viruses and should seek assistance from Information Systems personnel in this regard.

As with Email and voice mail, the Company Internet is considered to be part of the Company's computer system and is, therefore, the property of the Company. There is no right of confidentiality or privacy relative to the use of the Company's computer system, including access to the Company's Internet.

The Company reserves the right to view, capture and use records tracking any user's Internet usage, and the Company maintains records of all Internet access. The Company may block Internet sites or revoke the privilege of utilizing the Company's Internet.

### **Computer and telephone passwords**

The use of passwords is an essential component of a secure system that maintains the confidentiality of Company information. All personnel are responsible for safeguarding assigned passwords that access the Company's computer systems, i.e., network access, electronic mail, and voice mail. Passwords are not to be provided to anyone over the telephone or written down for others to see. While some sharing of passwords is acceptable for certain teaming reasons on a need-to-know basis only, distribution of passwords to others outside of the Company is strictly prohibited. Authorized administrative staff may change a password for a staff member who may have forgotten his/her password, or in order to facilitate access to business information upon request of Company management.

It is also suggested that certain system passwords be changed from time to time as a means to enforce security. Passwords should be a minimum of five (5) characters and should not be obvious. The most effective password is a combination of letters and numbers.

### **Company Access To All Areas**

DCS reserves the right to conduct any and all searches on its premises that it determines are appropriate, including searches of personal items brought onto Company premises. The areas and items that the Company may search include, but are not limited to, containers brought on to the premises, offices, file cabinets, desks and lockers. Items that an employee considers to be

private and confidential should not be brought onto Company premises. The Company may conduct surveillance of all areas as it deems appropriate, including but not limited to personal observation or use of photographic or video equipment.

Consultants will be subject to any and all policies regarding access maintained by the client for whom they are working.

## **Selling and Solicitation**

Solicitation by and of employees on Company premises is prohibited during working time in working areas. This prohibition on solicitation includes personal, charitable, or commercial product information.

The distribution of literature by employees is prohibited while on working time and in working areas. Distribution of literature in non-work areas must occur in such a way as to not result in excess litter. Under no circumstances may employees distribute personal, charitable, or commercial product information in working areas.

Consultants must comply with the selling and solicitation policies of the individual client while working at the client's worksite.

## **Separation from DCS**

If an employee decides to resign from DCS, the employee is requested to give written notice, ten (10) working days prior to the effective termination date. The written notice should be directed to the employee's supervisor with a copy sent to the Human Resources Department. To the extent that an employee, including a consultant under a contract that addresses separation from DCS, has entered an Employment Agreement with the Company, he or she must comply with the terms of the Employment Agreement.

Final paychecks are adjusted for overtime, absences, and other authorized deductions. Final paychecks will be issued on the next regularly scheduled payday or according to the provisions of the state law in which you are employed.

An employee resigning from DCS may be requested to attend an exit interview with a representative of the Human Resources Department or Office Administrator. However, exit interviews are voluntary. Employees may request an exit interview with their direct supervisor or the President of the company.

Upon separation, employees must return all property owned by DCS, such as keys, credit cards, equipment and documents, including electronically recorded documents.

### *Reduction in Force*

From time to time it may be necessary to reduce DCS's workforce based upon the changing needs of the organization. In no event are such selections made based upon any prohibited criteria, such as age, gender, race, religion, national origin, disability or other prohibited criteria.

Employees who are laid off may reapply for positions within the Company that may become available. The Company will not be sending out notices of each new position that becomes open, so employees who have been laid off are encouraged to contact the Human Resources Department periodically to determine if there are suitable open positions available for which they may apply. Employees who have been laid off are eligible to apply for all such positions, and the hiring decisions for such positions will be made based on the usual criteria such as qualifications, experience and work history.

#### *Severance*

DCS is not legally obligated to provide severance pay under any circumstances.

## STANDARDS OF CONDUCT

Employees of DCS are expected to act professionally and demonstrate honesty, courtesy, integrity and good judgment at all times. In addition to this general rule of thumb, employees are expected to comply with all policies, procedures and work rules of the Company, including those set forth throughout this manual. Failure to meet these expectations may result in discipline up to and including termination. Nothing in this section, however, modifies the at-will nature of the employment relationship.

Additionally, the following standards apply to specific situations and should be followed by all employees of the Company. Employees should discuss any questions they may have about acceptable conduct or performance with their supervisors.

Consultants **must** comply with all standards of conduct and all rules implemented by any client for whom they work.

### **Personal Appearance**

Your clothing and grooming should be appropriate to the work situation. All employees are expected to wear professional business attire. Consultants should comply with the client's dress policy.

### **Substance Abuse**

Company policy prohibits all employees, including consultants, from engaging in the following behavior:

#### *Transfer*

No employee shall engage at any time in the sale or attempted sale, purchase, transfer, or possession with intent to deliver illegal drugs or unauthorized substances. No employee shall engage in the sale or attempted sale, purchase, transfer or possession with intent to deliver alcohol on Company property, in Company vehicles or equipment or while on Company business. This policy also applies to consultants who are working at a client's worksite.

#### *Possession*

No employee shall possess any amount of illegal drugs, unauthorized substances or alcohol on Company premises, in Company vehicles or while conducting Company business. This policy also applies to consultants who are working at a client's worksite.

#### *On-Duty Use*

No employee shall use or consume while on-duty any alcohol or controlled substances. It will not be a violation of this paragraph of this policy if an employee consumes a moderate amount of

alcohol at an approved Company event or in connection with approved Company business entertainment. Employees are expected to avoid becoming impaired at such events as a result of alcohol consumption, but if they do, such employees are not permitted to drive a vehicle or perform any safety sensitive function. In such a circumstance, the Company will provide transportation for the employee, and it is the responsibility of the employee to request transportation under such circumstances.

### *Under the Influence*

No employee shall use or be under the influence of an illegal drug, alcohol or unauthorized substance at work or when reporting to work. If an employee is taking medication that impairs his or her ability to properly or safely perform his or her job, he or she should notify his or her supervisor of the limitations. Consultants must also comply with this policy when reporting to a client's worksite. Consultants should consult their recruiter if he or she is taking medication that impairs his or her ability to properly or safely perform his or her job.

An employee's illegal activities off-duty, including those related to drugs or alcohol, may affect the image of the Company in the community. Such conduct may result in discipline up to and including termination. The Company reserves the right to deal with each case in its discretion in accordance with the specific circumstances involved.

If an employee has a problem with drugs or alcohol, he or she should seek treatment before it affects his or her work performance or other important aspects of his or her life. If an addicted employee voluntarily seeks such assistance, the Company will make reasonable efforts to accommodate such employees. An employee's seeking such assistance, however, will not excuse or provide amnesty for violation of any Company policy, procedure or rule, including this policy pertaining to drugs and alcohol at work.

The Company may conduct pre-employment drug screening on persons applying for jobs within the Company or with a client. The Company may implement other drug or alcohol testing programs, and it will be the responsibility of all applicable employees to cooperate fully with such programs.

Consultants must also comply with any Substance Abuse policy maintained by a client while working at that client's worksite.

### **Attendance**

DCS expects good attendance on the part of its employees. All employees are expected to be at work on time for each scheduled work day unless absences have been prearranged or an illness prevents them from working. If, for any reason, an employee is unable to report for work on time on any given day, the employee must notify the supervisor prior to the start of the business day. Unreported or unexcused absences may result in disciplinary action.

Attendance will be considered an important part of performance. Excessive absenteeism or tardiness, whether reported or not, may lead to discipline, up to and including termination. In

applying this policy, the Company will make reasonable accommodation for employees with disabilities as appropriate.

Consultants should follow the attendance policies of the client for whom they are working.

## **Outside Employment**

Employees are discouraged from taking additional jobs to the extent that they may interfere with responsibilities to DCS. The following requirements apply with regard to employment outside DCS while employed by DCS:

1. Written advance approval of the President is required.
2. Outside work should not interfere with responsibilities to DCS, including responsibilities regarding performance or conflicts of interest.
3. No Company resources, including equipment, information or time, may be used in connection with outside employment.

Consultants should consult with the terms of their Employment Agreement for information regarding the provisions on outside employment.

## **Company Property**

Each employee is responsible for proper care of Company property and is required to follow directives and procedures outlined for their use or security. Equipment and supplies must never be taken, sold or given away, regardless of their condition or value, unless you have received the advance approval of your supervisor.

Consultants are also responsible for the proper care of clients' property and must follow clients' directives or procedures provided for their use or security.

## **Smoking**

Smoking is not allowed in designated non-smoking areas including inside the office or within the building. Consultants must comply with the clients' smoking policy.

## **Other Work Rules**

In addition to violations of the various rules and policies stated throughout this handbook, the following types of behavior are prohibited at DCS and may result in discipline up to and including termination. Please note that this is not an exclusive list and other forms of conduct may also result in discipline or termination. Additionally, nothing in this section alters the at-will nature of the employment relationship. In addition to complying with the terms of this policy, consultants must comply with all rules maintained by the client for whom they are working.

- Refusing to follow instructions of your supervisor.

- Failure, inability or refusal to perform your responsibilities in a diligent or careful manner.
- Discourteous behavior to any client, member of the public or person doing business with the Company.
- Discrimination or harassment.
- Unprofessional conduct, while on duty, or while on Company property.
- Possession of explosives, firearms or weapons on Company premises or on Company business.
- Possession or use of drugs and alcohol.
- Tampering with Company products, equipment or facilities, including removing safety devices from equipment or facilities.
- Participation in illegal activities or violations of state, federal or local laws and regulations.
- Transporting unauthorized people in a Company vehicle or operating a Company vehicle without permission or the proper valid driver's license.
- Dishonesty.
- Any acts of violence, including, without limitation, committing or threatening violence or harm against a person or property, hitting or shoving, making harassing or threatening telephone calls, and engaging in harassing surveillance, also known as "stalking".

This policy does not alter or change in any manner the fact that employees at DCS are employees at will and are terminable by the Company at any time, with or without cause or advance notice, for any reason not prohibited by law. In addition, consultants must comply with the terms of any employment agreement that they have entered into with the Company.

## **Discipline**

DCS may take disciplinary action when it believes that an employee has not adhered to its standards or that performance is unsatisfactory. Such action may include verbal warning, written warning, suspension, demotion, reassignment, or discharge. It is frequently appropriate to apply less severe corrective action initially and more severe measures if the problem persists. Nonetheless, the Company may apply the discipline it considers appropriate under all of the facts and circumstances, up to and including immediate discharge without prior corrective action or notice. In any event, a suspension of an exempt employee will not be without pay unless the employee performs no work during a week or the employee violates a safety rule of major significance.

## **Performance Reviews**

The Company will generally evaluate the job performance of new employees. Within the first 90 days and on an employee's anniversary date thereafter, an employee's immediate supervisor or the President may conduct a performance review.

A performance review does not imply that there will be an adjustment to salaries or wages. A performance review does not alter the at-will employment status in any way.

## **Personnel Files**

We maintain a personnel file for each employee. At your request, we will give you a reasonable opportunity to inspect your file. If you disagree with anything in your file, you may add a statement of disagreement to the file. If you wish to review your file, contact the Director of Office Operations to schedule an appointment. The Director of Office Operations will be present when you review your file. Personnel files are Company property.

## **EMPLOYEE CLASSIFICATIONS**

All employees should be familiar with their classification. If an employee has any questions about his or her employee classification, he or she should contact the Director of Office Operations.

### **Exempt and Non-Exempt Status**

Exempt employees are not entitled to compensation for overtime in accordance with wage and hour laws. Non-exempt employees are eligible for compensation for overtime in accordance with applicable wage and hour laws.

### **Full-Time Employees**

A full-time employee is an employee who is hired or promoted into a position that is normally scheduled for 40 or more hours per week.

### **Part-Time Employees**

A part-time employee works in a designated part-time position that is normally scheduled for less than 40 hours per week. Part-time status can be changed to full-time status only by a writing signed by the President. Part-time employees who work a minimum of 30 hours per week are eligible for all benefits. Part-time employees are also eligible for Paid Time Off on a pro-rated basis and holidays.

### **Special Assignment Employees**

Special Assignment employees are those who are hired for an assignment of a limited duration. Special Assignment status can be changed to regular status only by a writing signed by the President. Like other employees of the Company, Special Assignment employees are employed at-will. Special Assignment employees are **not** eligible for any benefits, Paid Time Off or holidays.

### **Regular Employees**

Regular employees are employees who are not Special Assignment employees.

### **Consultants**

A consultant is an employee who is exempt and is paid on an hourly basis for a limited period. A consultant is **not** eligible for benefits. Consultants are **not** eligible for Paid Time Off, holidays, Family Care leave, or Bereavement leave.

## **COMPENSATION AND HOURS**

### **Work Week**

For payroll and accounting purposes, the workweek begins on Sunday and ends on Saturday.

### **Employee Work Schedules**

Employee work schedules will generally be set by their supervisor. You will usually be informed of your work schedule when you begin working. However, if conditions change, DCS may modify employee work schedules as needed. Consultants' schedules are dictated by the needs of the client.

### **Time Keeping**

For consultants and other hourly employees, recording your attendance time is important, as it forms that basis for your compensation and our client invoices. Such employees should submit accurate signed, time sheets indicating all time worked within three days of the end of the pay period. If you are working at more than one client site or on in-house projects, separate approved time sheets must be submitted for each job assignment. Please use and abide by the client provided timesheet or timekeeping system when applicable. If no timesheet is supplied by the client, use the DCS timesheet included in your new hire packet.

Consultants should FAX their client-approved time sheets, to the DCS office (800-800-9790), within two days of the end of the pay period so that we can process the paychecks in a timely, accurate manner. If a signed time sheet is not available within two days, consultants should fax an unsigned timesheet to the DCS office and follow up with a signed time sheet immediately.

Consultants and other hourly employees should not perform any work without reporting time for such work. If you are asked by anyone to work without reporting the time, you must report it immediately to the Director of Office Operations. Working without reporting your time or asking someone to do so is a violation of this policy and will be subject to discipline, up to and including termination.

### **Pay Period and Pay Days**

DCS generally issues paychecks on the 15<sup>th</sup> of the month and the last day of the month. Should a payday fall on a weekend or a holiday, paychecks will be distributed on the Friday prior to the regular payday or the last working day prior to the holiday. Consultants receive paychecks on the same days as other employees.

### **Expense Reimbursement**

Employees may be reimbursed for the cost of certain authorized business-related expenses. Requests for reimbursements must be presented within 30 days after the expense is incurred. Such requests should be supported by receipts. All expenses over \$50.00 must be approved in advance by the recruiter or the DOO.

## **Inclement Weather and Natural Disasters**

All employees are expected to make every effort to be at work as scheduled during inclement weather. At the President's discretion, the corporate office may close because of inclement weather or natural disasters.

Employees are requested to call the office at least half an hour prior to their scheduled start time, if unable to report to work. If the office is closed, employees should leave a voice mail message. Employees will be given the option to take Paid Time Off or unpaid time due to inclement weather or natural disasters.

Consultants will follow the policies of the client for whom they are working with respect to inclement weather.

## **BENEFITS**

DCS maintains certain benefit arrangements for eligible employees. See the Employee Classifications section regarding eligibility for benefits. DCS, however, reserves the right to amend or discontinue such arrangements at any time, for any reason.

### **Welfare and Retirement Benefits**

The following benefits are offered by DCS to employees who meet applicable eligibility requirements:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- 401(k) Investment Plan

Eligible employees should read carefully the documents and summary plan descriptions with regard to plans identified in this handbook that describe eligibility requirements for the various arrangements. Should there be any inconsistency between a plan document for an arrangement and the description in this handbook or any other communication, the plan document will control. DCS shall have no liability or responsibility for an insurance carrier's failure to honor an employee's claim or to pay benefits. The Company reserves the right to modify or eliminate any plans at any time for any reason.

### **Paid Time Off**

Paid Time Off (PTO) is intended to provide eligible employees with periods of time away from work for vacation, illness, family illness, religious observance, and personal business without the loss of pay or benefits. With this in mind, we will provide Paid Time Off (PTO) for regular full-time employees. Consultants and special assignment employees are **not** eligible for PTO.

Eligible employees will receive 18 days of PTO commencing with their date of employment. PTO days will be allocated to six days during the first six months and the remaining days available during the second six months. The 18 days will be available each year on their anniversary date. After five years of continuous employment, employees will receive 23 days of PTO commencing with their anniversary date. After ten years of continuous employment, employees will receive 28 days of PTO commencing with their anniversary date. PTO may not be taken in excess of the available balance. Employees may carry over up to 10 days of PTO into the next anniversary date. Any unused PTO in excess of 10 days may be paid to the employee. All time off requests are subject to managerial approval. Unused PTO will not be paid upon termination.

PTO must be scheduled and approved, in advance, by the department manager except when needed for illness. In the event of an emergency or illness where pre-approval is not possible, the employee must call his or her immediate supervisor as soon as possible to report the absence. Any questions regarding PTO should be referred to the Director of Office Operations. PTO is generally not advanced.

If a paid holiday occurs during your scheduled PTO, you will be paid for the holiday and the holiday will not count as PTO

## **Holidays**

All regular full-time and part-time employees who would normally have been scheduled to work, are eligible for holidays off with pay. Holiday pay is applicable for the following holidays:

|                  |   |
|------------------|---|
| New Year's Day   | Thanksgiving                                    |
| Memorial Day     | The Day after Thanksgiving                      |
| Independence Day | Christmas Day                                   |
| Labor Day        | The Last Working Day before or after Christmas. |

## **Family/ Medical Leave**

Family/Medical Leave runs concurrently with any Family Care leave for which you may be eligible. Eligible employees may apply for family and medical leaves of absence in accordance with the requirements of law. Certification by your physician may be required, as well as second or third opinions by a health care provider at the company's expense. Except for accrued vacation and sick pay accrued prior to the commencement of your leave (or Workers' Compensation time loss benefits in some instances), employees do not receive compensation during leave.

Employees generally are eligible for a Family/Medical leave if they have worked at least twelve months (52 non-consecutive work weeks), and a minimum 1,250 hours of work in the twelve month period preceding the start date of the leave and meet other eligibility requirements as set forth in the federal Family and Medical Leave Act ("FMLA"). Employees are also only eligible if the Company employs 50 employees. Time that is paid but not worked is not counted toward the 1,250 hours, except in limited circumstances as required by law. Eligible employees may be entitled to up to 12 work weeks of unpaid leave in any rolling twelve-month period measured backward from the date an employee uses any Family/Medical leave, 1) to care for the employee's newborn or newly-adopted child or newly-placed foster child, 2) to care for a child, parent or spouse who has a serious health condition, 3) because of the employee's own serious health condition. A "serious health condition" is an illness, injury, impairment, or condition that involves inpatient care in a hospital hospice, or residential medical care facility; a period or

incapacity of more than three consecutive days; a chronic condition; multiple treatments; or continuing treatment by a health care provider.

Leave to care for a newborn, newly-adopted child or newly-placed foster child must be taken within 12 months of the birth, adoption, or placement. If both parents are employed by the company, they are together entitled to 12 work weeks of unpaid leave.

If you wish to take leave, you must, if practicable, provide written notice and submit a Request for Family/Medical Leave, at least 30 days in advance of the anticipated date the leave is to begin (14 days notice for leave due to a child's terminal illness) stating the reason for the leave and the dates during which you intend to take the leave. If you are not able to give the required notice, you must give notice as soon as possible.

Upon conclusion of a Family/Medical leave, most employees are entitled to be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, under some circumstances, this may not occur – for instance, if you would have lost your employment even if you had been continuously working instead of being on a leave of absence, such as if your position is eliminated. Moreover, certain “key” employees may lose their job restoration rights under some circumstances. Employees may be required to provide medical certification upon return to work.

You must use any accumulated benefits or Paid Time Off to which you are otherwise entitled while on this leave. If leave pursuant to this policy would also qualify as leave under any other company benefit policy, the period of the leave will apply toward your entitlement for each type of leave that may apply.

By taking leave, you will not lose any benefits that accrued before the start of the leave. The Company will maintain its contributions to your health insurance premiums while you are on the leave. You will be required to continue your share of the premiums for you and your dependents, if you wish to retain their coverage during your leave. Such payments must be made on a monthly basis. Note that if you do not return at the end of your leave, you may be required to repay the Company for its contributions to the cost of your health insurance premiums during your leave.

For details concerning the application of this policy, please contact the Director of Office Operations. The policy will be administered to be consistent with and according to applicable laws and the regulations interpreting it.

## **Family Care Leave**

Family Care leave is concurrent with any FMLA leave to which the eligible employee may be entitled. The Company will pay both mothers and fathers for family care leave as indicated by the chart below. Any additional time may be taken as Paid Time Off (if available) or unpaid time. Family care leave may be used for either the birth of a child or the placement of a child (6 years or younger) for adoption with the employee.

## Compensation

Less than one year of continuous service

None

1-3 years of continuous service

Paid at regular rate of compensation during the first two weeks of the leave of absence.

3+ years of continuous service

Paid at the regular rate of compensation during the first four weeks of the leave of absence.

The company will continue group medical, dental, vision, and life insurance for eligible employees on family care leave during the period in which the company provides paid leave. All employee benefits will be continued at the company's expense during family care leave of absences for the same period of time that the company provides paid leave.

## **Maternity Leave**

Maternity leave is provided to female employees who need time off due to temporary disability caused by pregnancy or childbirth. It will be treated as a leave of absence for the period of disability, which the Company will assume is 4 weeks after childbirth, unless otherwise verified by any appropriate health care professional. Maternity leave runs concurrently with any Paid Time Off for which the employee may be eligible. Except to the extent other forms of paid leave are available for use, maternity leave is unpaid. If the employee feels she needs additional leave, other than for medical recovery, she may request the same as an unpaid leave of absence, under the Family Care leave policy or, if approved, under the Company Paid Time Off leave policy. Maternity Leave will run concurrently with any FMLA for which the employee may be eligible.

Employees should request maternity leave in writing at least three (3) months in advance when possible. Before leaving work, they must also confirm the arrangements they have made with the Company, including their expected date of return, in writing addressed to the appropriate supervisor or manager.

## **Disability Leave**

As soon as an employee becomes aware that he or she is, or will be temporarily disabled from working for any medical reason, the employee must promptly advise the President, in writing, of the reason, the anticipated commencement date, and the anticipated duration of the disability.

A Disability Leave of Absence may be granted without pay for the period of actual disability up to a maximum of two months. (For provisions relating to Maternity Disability Leave, see the section above.) As an option, the employee may elect to use Paid Time Off (if available) while on Disability Leave. If the employee is still disabled after two months, the company will review the situation to determine whether an extension of the leave is appropriate. Disability Leave will run concurrently with any FMLA for which the employee may be eligible.

Consultants are not eligible for Disability Leave benefits.

The company may require periodic verification of the employee's ability to work (including, for example, examination by a doctor designated by the company). Any misrepresentation of leave request or disability may result in disciplinary action, up to and including discharge.

The Company will continue group medical, dental, vision, and life insurance for employees on leaves of absences until they return to work. All employee benefits will be continued at the Company's expense during Disability Leave of absences. Contact the Director of Office Operations for more information about this program.

## **Jury Duty**

The Company expects that its employees will fulfill their obligations as citizens, and, therefore, will not discourage the performance of jury duty. The Company will, consistent with applicable law, grant leave for the period of time that an employee is required to serve in this capacity. When a notice for service on a jury is received or if subpoenaed as a witness, a copy of that notice or subpoena will be provided to the employee's supervisor and the Human Resources Department as soon as possible. The Company may occasionally ask the employee to consider a postponement or rescheduling if the timing presents a severe hardship to an office or department.

Jury duty leave will be unpaid, except as required by law. Employees must report for work on any regular scheduled work day/shift that he/she is not scheduled to serve as a juror or witness during such period. Employees will not be compensated by the Company when jury duty does not interfere with their regularly scheduled work hours. Employees must return any juror's fees to the Company for the period that he or she is compensated while serving on the jury in order to be compensated under this policy. An exempt employee will be paid for any week during which he or she performs any work.

## **Bereavement Leave**

An eligible employee may take up to 3 days off work as bereavement leave to attend funeral services for a member of his or her immediate family. For the purpose of this policy, immediate family is defined as spouse, child, parent, brother, sister, mother/father-in-law, grandparent, or other permanent household member. Employees taking bereavement leave must inform their supervisor at the earliest opportunity, and not later than the first day of leave.

## **Military Duty Leave**

The Company provides a military leave of absence to any eligible employee who must perform short-term military duty training or who enlists, is inducted, or is recalled to active military service of the United States. An employee who anticipates beginning a military leave should provide his or her supervisor with as much advance notice as possible. A request for a military leave must be accompanied by a copy of the official orders.

Military leave time will be without compensation from the Company; however, individuals may take their vacation or personal time, if accrued. Military leave time will usually be considered a period of service with the Company for the purpose of certain benefits, as required in applicable laws and regulations.

Contact the Director of Office Operations regarding continued participation in benefit programs during military leave and rights upon reemployment.

## **COBRA**

Insurance benefits are terminated when an employee or dependent ceases to be eligible for insurance benefits or the employee terminates employment with the Company. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), former covered employees and their dependents may be eligible for continuation of health benefits generally up to 18 months (36 months under certain conditions) after loss of eligibility. The subscriber (formerly covered employee) and/or dependents are responsible for payment of premiums for COBRA coverage.

Information on COBRA is sent directly to the former covered employee's and/or dependent's residence by the Company. Employees should keep the Human Resources Department up-to-date on any issue that would affect COBRA coverage such as marital status, age of dependents, address, etc.

Updated April 2016

## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge that on the date indicated below, I have received a copy of the Company's Employee Handbook and that I have been asked to familiarize myself with its contents. I also understand that I should ask my supervisor if I have any questions about any of the policies or procedures described in the Handbook.

I understand and acknowledge that this handbook contains only general statements of company policy and that the policies, benefits, terms and conditions of employment described in this handbook are not intended to form or imply an employment contract between the Company and any or all of its employees. None of the policies or guidelines contained in this handbook are to be construed as promises of specific treatment in specific situations. I understand that my employment may be terminated by me or by the Company at any time for any reason and only the Company CEO, in writing, has the right to revise this employment at will policy.

The company reserves the right, subject to limitations and provisions of applicable laws and regulations, to change, interpret, withdraw or add to any of its published policies, benefits or terms and conditions of employment at its sole discretion and without prior notice or consideration to any employee. The Company policies, benefits or terms and conditions of employment do not require approval by an employee or employee group.

Employee Name \_\_\_\_\_

(Please Print)

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_