

**GREENVILLE OFFICE SUPPLY
CO, INC. EMPLOYEE
HANDBOOK**





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SECTION I INTRODUCTORY INFORMATION

A. MISSION STATEMENT

“Quality Products Backed by Quality Service”

“Everything for your workplace”

Greenville Office Supply Co, Inc. (the “Company”) is a service-driven company offering quality goods and services to businesses throughout the continental United States. We strive to satisfy our customers with professionalism and integrity and achieve profitability to ensure long-term growth and continued service.

On a Personal Note:

To develop and ensure an effective working organization, the Company places a high priority on good employee relations.

The Company strives to offer challenging jobs with good compensation and benefits.

Whatever your job is, your efforts have an impact on the future and success of the Company. Please let us know of your problems, concerns, and suggestions as soon as possible.

B. PHILOSOPHY

The Company’s safety and loss-control objectives are designed for the preservation of life and the conservation of property. It is in the safety and loss-control policy of the Company to provide and to maintain safe and healthful working conditions, and to follow operating practices that safeguard the Company, its personnel, products, customers, and the public that we serve.

The distribution of our products and the services that support them in the safest practical manner is the goal of the Company’s safety program. The success of this safety program depends on the sincere and cooperative efforts and the active participation of all employees.

Good housekeeping is one way that helps the Company to maintain pleasant, efficient and safe working conditions. Most injuries and accidents occur as a result of the activities of people. It is important for the Company’s employees to develop safety awareness and periodically check our work areas for potential hazards, as well as correct unsafe work practices and report unsafe conditions to management.

People often commit unsafe acts because they are unaware that these acts are wrong. It is important that employees have a clear understanding of safety procedures during their employment with the Company. Safety is a daily responsibility of each employee.

The Company complies with state and federal laws and regulations concerning occupational health and safety and maintains safety and health practices consistent with the needs of our industry. The Occupational Safety and Health Act (“OSHA”) provides for your right to know about any health





hazards that might be present on the job. Should you have any questions or concerns, contact your manager for more information.

Good instructions are important and contribute to safety. Good instructions can also make us better workers, more satisfied with our jobs and the Company, and more willing to adhere to programs that the Company advocates. When employees feel this way, there usually are fewer accidents.

We all make our living by selling products, either directly or indirectly. When merchandise is misplaced or damaged, it cannot be sold. Mistakes happen but being conscious of them and working to minimize them makes all of us more valuable, knowledgeable workers.

All these factors can bring pride into the working environment, allowing for increased productivity and sales and therefore inspiring a wise investment.

Charles Scales III
President/CEO

C. TOTAL QUALITY MANAGEMENT (TQM)

A commitment to quality means much more than simply distributing and producing a product that meets the clients' needs. It means that the Company must continually evaluate all aspects of its operations and functions. A quality organization delivers a quality product and service through quality management and employee awareness about quality.

The Company is dedicated to identifying things we consider to be of quality so that we can implement them in our day-to-day operations. To maintain quality control, we have produced this Employee Handbook to help guide employees through the expected day-to-day activities of the Company. We also strive to provide an office environment that reflects our professionalism and commitment to quality and promotes high staff morale. We have centralized all the Company's efforts in one location to serve our clients and our employees. We encourage continuing education and training programs for our staff. We currently organize extracurricular activities such as holiday parties, a health awareness program, participation in "fun runs" (all of which are entirely optional for our employees) and open-house receptions for our clients.

As a result, employees, through their diligence and commitment to quality, continue to strive to improve the Company's overall productivity and effectiveness.

D. APPLICABLE LAW

The Company intends to comply with applicable local, state and federal laws and regulations regarding the employment relationship. This Handbook is subject in all respects to applicable law. If there is any conflict between any term of this Handbook and applicable law, applicable law governs. **No employee, director or agent of the Company has the authority, express or implied, to violate any law, statute, regulation or ordinance or to instruct anyone else to do so.**





SECTION II EMPLOYMENT

A. EMPLOYMENT AT-WILL

Absent an employment agreement with the Company personally signed by the President or Chairman of the Company specifically stating otherwise, all Company employees are employees-at-will. This means that employment is for no definite period, and the employee or the Company may terminate the employment relationship at any time for any reason, with or without prior notice. Please refer to the cover of this Handbook.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Company is an Equal Opportunity Employer. The Company's continuing policy is to afford Equal Employment Opportunity to qualified individuals regardless of their race, color, ethnicity, religion, sex (including pregnancy, childbirth, or related medical conditions, including, but not limited to, lactation), age, national origin, disability, pregnancy, veteran status, citizenship status, genetic information, or any other status protected by state, federal or local law and in accordance with the furtherance of the principals of equal employment opportunity, except where a bona fide occupational qualification applies. This policy encompasses all aspects of the employment relationship, including applications and initial employment, recruiting, hiring, reassignment, selection for training opportunities, wage/salary administration, compensation, benefits, transfers and promotions, layoffs and rehire, termination of employment, job classifications and all other terms, conditions and privileges of employment.

The Company, as part of its commitment to Equal Employment Opportunity, intends to adhere to all local, state and federal laws with respect to Equal Employment Opportunity. We must all realize that it is the responsibility of every employee of the Company to give our policy of Equal Employment Opportunity real meaning through our full support. Accordingly, Managers and supervisors who are responsible for meeting business objectives are primarily responsible for seeing that the Company's Equal Employment policies are implemented, but all employees share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

C. OPEN DOOR POLICY

The Company is committed to maintaining a safe, comfortable, and productive working relationship with its employees and seeks to maintain an atmosphere of mutual trust and respect between employees and management. Our Open-Door Policy is intended to foster this through encouraging good two-way communication.

We encourage employees to share suggestions, ideas, thoughts, concerns, and complaints with members of management. When problems or situations arise in the workplace, employees are encouraged to first discuss the matter with their immediate supervisor. The employee's supervisor may often be able to resolve the issue promptly. If the employee's supervisor cannot be of assistance, other members of management are accessible and available to meet with employees.





Employees are encouraged to seek guidance and consultation from Human Resources if at any time concerns are not being properly addressed. In addition, Human Resources is open to discuss any issue employees are uncomfortable addressing with other members of management.

The Company strictly prohibits retaliation against anyone for communicating a workplace suggestion, concern, or complaint using this Open-Door Policy.

D. IMMIGRATION REFORM AND CONTROL ACT

As required by the Immigration Reform and Control Act of 1986 (the “IRCA”), all offers of employment are contingent on verification of your authorization to work in the United States. No later than your first day of work you must provide original documents verifying your authorization to work and complete a Federal Form I-9, Employment Eligibility Verification Form, as required by federal law. For employees whose authorization to work in the United States expires, the Company must re-verify employment authorization on or before the expiration date. If the employee cannot provide unexpired documentation at that time, the Company may be required to terminate employment and take such action as required by law.

Amendments to the South Carolina Illegal Immigration and Reform Act currently require all employers to verify the legal status of employees through the Department of Homeland Security’s E-Verify system within 3 days of the employees’ start date. Through E-Verify, the Company is required to provide the Social Security Administration, and if necessary, the Department of Homeland Security, with information from each employee’s Form I-9 to confirm work authorization.

The Company’s policy prohibits discrimination against individuals based on national origin or citizenship or any other unlawful basis. The Company does not require employees to produce documentation of their authorization to work in the United States beyond that required or permitted by applicable law.

E. EMPLOYEE CLASSIFICATIONS

REGARDLESS OF THE FOLLOWING EMPLOYEE CLASSIFICATIONS, THE RELATIONSHIP BETWEEN YOU AND THE COMPANY IS AT-WILL, UNLESS YOU HAVE A CONTRACT ENTITLED “EMPLOYMENT AGREEMENT” WITH THE COMPANY PERSONALLY SIGNED BY THE PRESIDENT OR CHAIRMAN OF THE COMPANY AND YOU. PLEASE REFER TO THE COVER OF THIS HANDBOOK.

Classification One:

Regular: Employees who are hired to work on a continuing basis - although for no definite period - who have completed a 90 day get-Acquainted period.

Classification Two*:

Full Time: Employees currently scheduled to work at least 40 hours per week.

Part Time: Employees currently scheduled to work less than 40 hours per week.

* Most positions require a full 40-hour work week. Full time employees must be available to work the needed/required hours for each job description. Any position requiring less than a





standard 40-hour work week must be preapproved by the supervising manager and an officer of the Company.

Classification Three:

At the time of hiring, all employees are classified as either “exempt” or “non-exempt,” as expressly defined under the Fair Labor Standards Act (FLSA). This is necessary because, by law, employees in certain jobs are entitled to overtime compensation for hours worked in excess of forty hours per work week, not including personal time off (PTO), vacation, sick, or holiday hours. These employees are referred to as “non-exempt” in this Handbook.

Exempt - Designates those positions that are not entitled to overtime payment under the Fair Labor Standards Act (FLSA) and/or applicable state law. To qualify as Exempt an employee must generally be a salaried employee and be engaged in an executive, administrative, professional, outside sales, computer position, or other exempt classifications as expressly defined under the FLSA.

Non-exempt - Designates those positions that are entitled to overtime payment under the FLSA and/or applicable state law.

Generally, only Regular Full-Time employees, who have completed the 90-day get-Acquainted Period, are currently eligible for certain benefits packages that the Company may offer, subject to the terms, conditions, and limitations of each benefits program. Please refer to **Section III - Benefits**.

F. INITIAL EVALUATION/GET-ACQUAINTED PERIOD

DESCRIPTION: The first **90 days** of regular employment (the “Get-Acquainted Period”), serves as training and familiarization time. It is intended to give new employees an opportunity to learn responsibilities, get acquainted with the Company, demonstrate their ability to perform, and determine whether the position meets expectations. The Company uses this time to evaluate capabilities, work habits, and overall performance.

Employees are not eligible for insurance benefits during the Get-Acquainted Period, unless otherwise made eligible under the plan documents. Furthermore, during the Get-Acquainted Period, employees are not eligible for coverage under the Company’s group insurance programs, unless otherwise made eligible under the plan documents, participation in the Company 401(K) plan, personal time off with pay, or Holiday Pay (except for Exempt employees).

Successful completion of the Get-Acquainted Period does not guarantee continued employment for any specified period, nor does it require that an employee be discharged only for “cause” following the Get-Acquainted Period. As an at-will employee, you may leave the Company at any time for any or no reason, and the Company has the same right to terminate your employment at any time for any or no reason with or without notice if it acts lawfully. This is true during and after the Get-Acquainted Period.

At the end of the Get-Acquainted Period, the employee’s immediate supervisor and/or Human Resources generally conduct a performance review, where the employee generally has an opportunity to review the Company as well.





At the discretion of the Company, the Get-Acquainted Period may be shortened or, if necessary, extended and/or the position changed.

G. EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT

DESCRIPTION: During employment, employees may receive confidential information relating to intellectual property, confidential lists, suppliers' names, general methods of operation and marketing, personnel information, products, projects, potential projects, designs, clients, fees, bids, finances, and other business information and secrets that belong to the Company. All such information not generally known within the office supply industry is considered confidential and proprietary to the Company. It is against the Company's policy to disclose to anyone confidential information regarding the operations of the Company. Because it is vital to the interest and success of the Company that business information and trade secrets be protected, certain individuals may be asked to sign a non-disclosure agreement as a condition of their employment. Whether or not such an agreement is signed, *all employees must protect confidential information concerning the operations of the Company and must not use or disclose any such information, including but not limited to disclosures via social media. Employees may use or disclose information learned or acquired through their association with the Company only for the performance of their job or as otherwise permitted by law. This pertains to inside as well as outside the Company.*

INVENTIONS: While employed at the Company, an employee may invent, produce, develop, write, or generate confidential information, inventions, and copyrightable works. Such information, inventions, and works developed in the course of employment or with Company assets pertaining to the Company's business become the property of the Company.

TERMINATION: Misuse of confidential Company information may result in discipline, up to and including termination, and may, in certain cases, subject the employee to legal consequences.

H. OFFICE HOURS

DESCRIPTION: Business hours at the Company currently are from 8:00 a.m. to 5:30 p.m., Monday through Friday.

RESPONSIBILITIES: The normal workday is eight (8) hours for non-exempt workers, with forty (40) hours constituting a normal work week. Exempt employees generally work the same hours but may be required to work more hours as the work dictates or the needs of the Company. While employees are generally expected to work the number of hours stated above, the Company does not guarantee that non-exempt employees will work that many hours in any given day or week (or to be paid for such hours if they do not work that many hours).

Generally, employees' working hours are set when they are hired, and may change depending on the business needs of the Company. Your work schedule is designed to provide proper staffing coverage and it is essential that you report for work on time. Employees are expected to advise their immediate supervisor and the receptionist of their whereabouts and the estimated time of their return when out of the office during working hours. If employees learn they cannot return when originally planned, they should notify the office immediately.





I. PERSONNEL FILES

DESCRIPTION: Employees should promptly notify Human Resources of changes of name, address, telephone number, number and status of dependents, beneficiaries, person to notify in case of emergency, and other applicable information. Employees should also notify the Social Security Administration regarding a legal name change to avoid E-Verify mismatches.

All personnel records are property of the Company.

J. OVERTIME WORK FOR NON-EXEMPT EMPLOYEES

DESCRIPTION: Overtime is defined as hours worked by a nonexempt employee in excess of 40 hours in a workweek. The workweek covers seven consecutive days beginning on Sunday and ending on Saturday. Any hours worked over 40 will be paid at 1½ times base hourly rate.

Currently no overtime is to be worked by Non-Exempt employees unless requested or approved by your immediate supervisor in advance. Working overtime without the appropriate supervisor's approval may result in discipline, up to and including termination.

Overtime will be kept to a minimum; however, overtime is considered a condition of employment and employees are expected to be available when overtime work is needed. The Company endeavors to give as much notice as is reasonably practical. Failure to work required overtime may lead to discipline up to and including immediate termination.

Time for which employees receive pay but do not actually work (i.e., personal time off and Holiday Pay) is not counted as time worked for purposes of calculating the 40 hours per workweek required to receive overtime pay.

If you have any questions about the calculation of overtime pay for Non-Exempt employees, please see Human Resources.

SECTION III BENEFITS

A. GROUP INSURANCE PROGRAMS

EFFECTIVE DATE: Insurance coverage, if so, chosen by the employee, is generally effective on the first day of the month following **sixty (60) days** after hire date (subject to the terms of the policy) *upon the completion and processing of the proper forms* for eligible employees (currently Regular, Full-Time employees).

BENEFITS BOOKLET: A complete description of the Company's group insurance plans is available from Human Resources. Our program currently provides coverage for major medical, dental plan, and life insurance. As with all policies described in this Handbook, the Company may change the availability or terms of these benefits at any time and may make exceptions as it sees fit. **Review the Summary Plan Description or formal plan documents for information regarding eligibility, coverage and benefits. In the event of any contradiction between information appearing in this Handbook and in the Summary Plan Descriptions or master documents, the latter govern.**





If you have questions not covered in the booklet, please ask Human Resources or the Plan Administrator. Although we currently intend to continue to provide the benefits described herein, we may modify or discontinue any benefits at any time in the sole discretion of the Company.

Supplemental insurance (such as cancer and disability policies) is currently available. Premiums are currently paid by the employee.

FINANCIAL OBLIGATION: Currently, the employee portion for health care coverage is \$155.10 per month. GOS covers the remaining balance. Healthcare cost can fluctuate from year to year.

COBRA: In 1986, a federal law known as Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates (plus an administrative fee) in certain instances where coverage under the plan would otherwise end.

If you are an employee of the Company covered by the Company’s health insurance plan, you may have the right as of the date of this Handbook to choose continuation coverage for a prescribed period of time if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part or as otherwise not allowed by law). Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end. It is your responsibility to notify the Plan Administrator of any change in your family status that could affect your health insurance coverage.

If you have any questions concerning your rights under COBRA, please contact Human Resources or Plan Administrator for details.

B. WORKERS’ COMPENSATION INSURANCE

DESCRIPTION: Workers’ Compensation Insurance coverage currently is for all employees and is provided by the Company from the date of hire. It currently covers all accidental job-related injuries.

Workers’ Compensation Insurance is available to employees who experience injury or illness connected with employment. To be eligible for Workers’ Compensation benefits, the injury must arise out of and in the course of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses as soon as possible after suspecting or realizing that you have a work-related illness or injury. Employees may report workplace injuries or illnesses to their supervisor, in person is preferred. Never disregard an injury, no matter how unimportant it may appear at the time. This is essential because workers’ compensation insurance may not cover injuries that are not reported within a specified time. When you report your injury or accident, you may be given first aid treatment and/or you may be instructed to report to a doctor or hospital. Your eligibility for insurance benefits may depend on your following such instructions.

Worker’s Compensation Insurance is regulated by state law, and claims are processed differently from group insurance. Claims should be processed through the office and copies of all claims should be sent to Human Resources.





The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a health or safety concern, an injury or illness, or a violation of this policy or for cooperating in related investigations.

C. UNEMPLOYMENT COMPENSATION

The Company contributes each quarter toward your unemployment compensation. Should the need arise, the following information may be helpful.

The basic reason for unemployment pay is to provide some security for those who become unemployed through no fault of their own. Further information may be obtained from your nearest office of the South Carolina Department of Employment and Workforce, which is responsible for determining eligibility and the amount you will be paid. In order to make a claim against the Company's account, you must establish your right to the benefits. You must meet certain conditions before you may obtain these benefits.

Generally, should you voluntarily quit your job, you are not eligible for these benefits.

D. 401(K) PLAN

INFORMATION: Full information on the Company's 401(k) Plan is provided in a manual available from Human Resources for your review. Although the Company currently intends to continue to provide this benefit, the Company may modify or discontinue it at any time in its sole discretion.

E. HOLIDAYS

HOLIDAYS: The Company currently provides the following eight paid holidays for Regular, Full-Time employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Should a holiday fall on a weekend, the Company generally designates either the Friday preceding or the Monday following that day as a holiday. Please check with your immediate supervisor for the proper day.

RESTRICTIONS: Holiday Pay currently does not count as hours worked in computing overtime.

F. JURY DUTY

PAYMENT: Regular, Full-Time employees, who have completed the 90-day Get-Acquainted Period, currently are paid at their regular rate of pay while on jury duty for the first five regularly scheduled working days of jury duty in any 12-month period. Time spent on jury duty currently is considered as





time worked for benefit purposes but not for calculating overtime during a workweek. In order to receive this pay, an employee's court-issued check for jury duty time during which the employee was paid by the Company must be endorsed "payable to Greenville Office Supply, Inc." and given to Accounting. If jury duty extends beyond five days, eligible employees currently may elect to use accrued personal time off with pay or time off without pay, as required by the Court.

RESPONSIBILITIES: Employees called for jury duty should notify their supervisors immediately.

The employee must submit a copy of the jury duty notice, court verification and date of completion of duty, as well as written notice of the duties required by the courts, to Human Resources.

Employees excused from duty on any day or part of a day during regular office hours are expected to complete that day at their regular job even though they must report for jury duty on the following day.

G. PERSONAL TIME OFF

ELIGIBILITY: All Regular, Full-Time employees who have completed the 90-day Get-Acquainted Period are currently eligible to accrue personal time off with pay.

DESCRIPTION: Personal time off with pay is to be used for vacations, personal illnesses, or other situations that would take an employee away from his or her job for any period.

Personal time off with pay is currently based on length of service according to the following schedule:

- After 90 days of continuous employment, Regular, Full-Time employees will begin to accrue one day (or eight hours) of personal time off per month of employment.
- After 1 year of continuous employment, Regular, Full-Time employees currently receive up to 12 days (or 96 hours) of personal time off per year, accrued at one day (or eight hours) per month of employment.
- After 5 years of continuous employment, Regular, Full-Time employees currently receive up to 17 days (or 136 hours) of personal time off per year, accrued at 11.33 hours per month of employment.
- After 15 years of continuous employment, employees currently receive up to 20 days (or 160 hours) of personal time off per year, accrued at 13.33 hours per month of employment.

Personal time off currently is not accrued and may not be taken during the Get-Acquainted Period without specific permission of the President in his sole discretion.

ACCUMULATION LIMIT: Accumulation of personal time off, which can be used in the following year, is currently limited to sixty (60) hours beyond the available amount per year. For example:

12 days (or 96 hours) per year under five (5) full years.
(maximum accrued carry-over of 60 hours to the next year)
TOTAL = 156 hours maximum per year





17 days (or 136 hours) per year over five (5) full years.
(maximum accrued carry-over of 60 hours to the next year)
TOTAL = 196 hours maximum per year

As a rule, accrued but unused time is forfeited at the end of the calendar year, except as specifically permitted above.

NO OVERDRAW: Employees are not allowed to overdraw on personal time off. Personal time off currently must be accrued before it is used.

Any accrued personal time off with pay currently must be used before any time off without pay may be taken.

NO ACCRUAL DURING CERTAIN ABSENCES: Employees may not accrue personal time off during unpaid leaves of absence or other periods of inactive service, unless personal time off accrual is required by applicable federal, state, or local law.

HOLIDAY PAY: If a holiday occurs during a personal time off period, an employee currently may elect to extend his or her time off by one day or take an additional day at some other mutually agreeable time.

SCHEDULING: Each employee needs to give Human Resources or his or her supervisor 5 days written notice of any non-emergency personal time off requested. Requested time off currently is approved by taking business needs into consideration.

TERMINATION OF EMPLOYMENT: Upon termination of employment for any reason employees forfeit any accrued but unused personal time off. The Company, in its sole discretion, may choose to pay an employee for any unused, accrued personal time off at the employee's final rate of pay, subject to normal deductions for taxes and any amounts owed to the Company, in accordance with applicable law.

ABSENCES NOT COVERED BY THIS POLICY: This policy addresses absences for personal time off leave. It does not cover other absences, such as unexcused absences or absences for family and medical leave, workers' compensation leave, or other types of leave that may be required by federal, state, or local laws.

POLICY VIOLATION: Any employee who abuses this policy will may be subject to disciplinary action, up to and including termination of employment.

UNPAID TIME OFF: Unpaid time off is only available in exceptional situations and must be approved by the President or Vice President prior to the requested time off. All employees are limited to a maximum of 5 unpaid days off per year.

H. ACCOMMODATING EMPLOYEES WITH DISABILITIES

The Company complies with the Americans with Disabilities Act as amended (ADA) and applicable state and local laws ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.





An employee needing reasonable accommodation should inform Human Resources. On receipt of an accommodation request, the Company will engage in an interactive process with the employee to view possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in an undue hardship on the operation of the Company will be considered for all employees with physical or mental disabilities where their disabilities affect their ability to perform essential functions of their job. All employment decisions are based on merits of the situation in accordance with applicable job criteria, not the disability of the individual.

I. MILITARY LEAVE

The Company complies with Federal and State law regarding leave due to military service, including the military reserves and National Guard, and the employee's rights upon return. It is requested that as much notice as possible be provided prior to beginning military leave, and employees must present their orders in advance to their supervisor. Employees may take a leave of absence without pay or elect to use accrued paid leave for military leave.

If you are a member of a National Guard or Reserve Unit, you may take the time required for training. Leave is normally for two weeks, but in exceptional cases may be if seventeen calendar days. Leave of this nature is unpaid. However, you may elect to use accrued paid time off, if you wish. Please be sure to inform your manager of your absence for National Guard or Military Reserve Leave as far in advance as possible.

J. FMLA LEAVE

INFORMATION ON FAMILY AND MEDICAL LEAVE ACT RIGHTS AND RESPONSIBILITIES AND THE POLICIES OF THE COMPANY REGARDING THE FMLA

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA as well as the Company's own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

General Eligibility

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this policy. When a request for FMLA is made, the Company will advise of the employee's eligibility and the employee's rights and responsibilities.

Types and Duration of FMLA Leave

Bonding Leave; Serious Health Condition Leave; Leave to care for a family member with a Serious Health Condition; Active Duty Leave

An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:





the birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;

to care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;

because of a serious health condition which renders the employee unable to perform the functions of his/her job; or

because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").

Military Caregiver Leave

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
2. It causes the service member to have a VA Service Disability Rating is at 50% or greater.
3. It is a mental or physical condition substantially impairs their ability to obtain gainful employment.
4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be





eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

Definitions

1. A “serious health condition” as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
 - A. in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
 - B. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (1) treatment two (2) or more times by a health care provider or under the supervision of a health care provider the first being within seven (7) days of the onset of the incapacity and the second being within thirty (30) days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
 - C. any period of incapacity or treatment due to pregnancy, or for prenatal care;
 - D. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
 - E. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
 - F. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
2. A “qualifying exigency” referenced above under “Active Duty Leave” refers to the following circumstances:
 - A. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
 - B. Military events and related activities: to attend official military events or family assistance programs or briefings;
 - C. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
 - D. Care of the covered military member’s parent if the parent is incapable of self-care;





- E. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
- F. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
- G. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
- H. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both spouses are employed by the Company and are eligible for leave under this Policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal Company call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or believed to possibly apply, the employee will be required, thereafter, to contact Human Resources to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active duty leave, an employee is not required to provide more than thirty (30) days advance notice.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Substitution of Paid Leave for Unpaid FMLA Leave

Employees must concurrently exhaust any short-term disability benefits, workers compensation benefits, accrued PTO, or any other form of applicable paid leave for FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.





Intermittent FMLA Leave

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

Documentation Supporting FMLA Leave

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following the Company's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Servicemember form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.





Providing false information to the Company to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including discharge.

Once the Company has received a complete and enough certification form from the employee, the Company will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

Recertification

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have fifteen (15) days in which to provide a completed Recertification form.

Restoration to Position and Benefits

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the Company will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the employee took FMLA leave.

Return to Work

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the employee must contact Human Resources and decide to return to work. Employees on FMLA leave must periodically inform Human Resources of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all the essential





functions of their jobs upon return. The Company will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return to work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every thirty days.

Failure to Return from Leave

Unless required otherwise by law an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

Key Employees

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause the Company grievous economy injury. A "key employee" is an employee who is salaried and is among the highest paid ten percent of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a "key employee" if there is a possibility that the Company may deny reinstatement after leave.

Interaction with State Leave Laws

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee's federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and the employee should contact Human Resources if you have questions about them.

Contact Person

Employees with questions about their rights and obligations under the FMLA are encouraged to contact Human Resources.

K. NON-FMLA MEDICAL LEAVE

If the FMLA does not apply, the Company currently makes the following provisions for medical leave:

MEDICAL GUIDELINES: Under normal conditions, medical leave without pay currently is granted to Regular, Full-Time employees after applicable paid leave has been exhausted. If an employee expects to be absent from work for more than three consecutive working days as a result of personal illness, injury, or other medical condition, he or she must submit a written request for medical leave to the President at least 30 days (or in case of an emergency, as much as is practicable) before the anticipated commencement of the leave. All medical leaves must be approved in advance by the President in his sole discretion. Normally, leaves granted should have an approved, pre-agreed upon expiration date.

In the case of an emergency, the employee or a member of the employee's immediate family must notify the employee's immediate supervisor as soon as possible. The written leave request normally should follow this notification by no more than three days.





The Company currently requires an attending physician's statement indicating a certification of the medical need for leave and the expected medical release to return to work. This statement must be furnished within 15 days of the employee's leave request. If the request is granted, the employee is required to provide the Company with periodic physician's statements, at least once every 30 days, attesting to the employee's continued inability to work. The employee also may be required to submit to an examination by a physician selected by the Company. An employee returning from medical leave must submit a doctor's statement indicating the employee has been released to return to work. The Company does not request, nor should the medical professional provide, family medical history or other genetic information in accordance with the Genetic Information Nondiscrimination Act of 2008 ("GINA"). GINA defines "genetic information" to include an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or of an embryo lawfully held by an individual or family member receiving assistive reproductive services.

BENEFITS: An employee is not paid during any period of absence covered by this policy. Furthermore, no benefits except group health insurance continue while an employee is on a non-FMLA medical leave of absence. An employee on a medical leave of absence continues to be covered under the Company's group health care plan at the same level and under the conditions that coverage would have been provided if the employee had continued working and not taken leave. It is the employee's responsibility to make any payments during the medical leave of absence (such as long-term disability, savings, United Way, Friend of the Court) that were handled by payroll deductions.

The Company may recover all health care premiums paid during a period of leave if the employee fails to return to work after the leave expires, unless the reason the employee fails to return is due to:

1. The continuation, recurrence, or onset of a serious health condition or disability that would entitle the employee to leave under this policy.
2. Other circumstances beyond the employee's control.

When an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition or disability that would entitle the employee to leave under this policy, the Company may require medical certification of such continuation or recurrence.

RETURN: At the end of a non-FMLA medical leave, reasonable efforts, consistent with the needs of the Company and applicable law, are generally made for employment reinstatement. However, placement at the same or similar level cannot be guaranteed. The decision will be made by the President in his sole discretion.

NO PERSONAL TIME-OFF ACCRUAL: *No personal time off with pay currently accrues during any medical leaves of absence.*

VARIATIONS FROM STATE TO STATE: When state or federal laws regarding medical leaves differ from the Company's policy, the Company complies with those regulations.





L. PERSONAL LEAVES OF ABSENCE

APPROVAL: Employees may be granted a personal leave of absence to attend to individual or family emergencies that do not qualify as a Family and Medical Leave of Absence. Personal Leaves of Absence must be requested in writing to the employee's supervisor at least 30 days in advance, unless necessitated by an emergency, in which case oral notification should be followed by written application for the leave. At the time of the request, the employee must state the expected length of the leave. Personal leaves are granted at the sole discretion of the Company and may be granted upon consideration of the office workload and related staffing needs. All unused, accrued paid time off and FMLA leave, if applicable, must be used before a personal leave is granted. If documentation from a medical professional is required, the Company does not request, nor should the medical professional provide, family medical history or other genetic information in accordance with the Genetic Information Nondiscrimination Act of 2008 ("GINA"). GINA defines "genetic information" to include an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or of an embryo lawfully held by an individual or family member receiving assistive reproductive services.

UNPAID LEAVE AND BENEFITS: Personal Leaves of Absence are uncompensated, and employees are not eligible for group health insurance benefits during a Personal Leave of Absence.

If an employee fails to return to work at the end of his or her approved Personal Leave of Absence, and/or the office has not received written notification and granted approval for an extension, employment with the Company is terminated.

RETURN: At the end of a Personal Leave, reasonable efforts, consistent with the needs of the Company, are generally made for employment reinstatement. However, placement at the same or similar level cannot be guaranteed. The decision will be made by the President in his sole discretion.

NO PERSONAL TIME OFF ACCRUAL: *No personal time off with pay currently accrues during any Personal Leave of Absence.*

VARIATIONS FROM STATE TO STATE: When state or federal laws regarding medical or sick leaves differ from the Company's policy, the Company complies with those regulations.

M. BEREAVEMENT LEAVE

DESCRIPTION: Following the death of a member of an employee's immediate family, Regular, Full-Time employees who have completed the 90 Get-Acquainted Period are currently permitted time off, with pay, for:

1. **up to** one (1) 8-hour work period to attend the funeral of an immediate family member, provided the funeral occurs on a regularly scheduled work day; and
2. **up to** one (1) 8-hour work period to take care of personal matters related to the death of the immediate family member, provided that the bereavement period occurs on a regularly scheduled workday.

Employees should notify their supervisor of this situation immediately.





GUIDELINES: The following members are considered immediate family of the employee:

- spouse,
- children or stepchildren,
- parents or step-parents,
- brothers and sisters,
- immediate in-laws,
- grandparents or step-grandparents,
- spouse's parents or step-parents, and
- spouse's grandparents.

Employees are not paid if the bereavement period occurs during a time that employees would not normally be at work.

N. OTHER STATE LEAVE LAWS

In addition to the leaves described in this Handbook, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the states in which you are employed, employees may be legally entitled to time off under various state laws such as:

- Domestic violence leave
- Emergency response leave
- Crime victim leave
- School leave
- Bone marrow transfer leave

For additional information and to determine if you qualify for additional leaves of absence, please contact Human Resources.

SECTION IV EMPLOYEE DEVELOPMENT

A. PERFORMANCE REVIEWS

DESCRIPTION: Salary reviews involve discussion on performance and any potential pay changes. A salary review may or may not result in an increase or decrease in an employee's pay.

Salary increases are not automatically granted. Performance, not longevity, is generally the key factor for any increase or decrease in salary.

Salary levels are currently based on the staff member's contribution to the Company, Company performance, salaries paid for comparable positions in other offices in the area, and the general cost of living in the region of the office.





SECTION V OFFICE PROCEDURES

A. TIME RECORDS

RESPONSIBILITY: All non-exempt employees are required to accurately record all hours worked through the time clock system as explained at the time of hiring. Non-exempt employees must record their entry/exit at the beginning and end of every shift. In addition, if non-exempt employees leave the premises for any reason other than as part of the job, they must record their exit and re-entry upon return.

Staff members punching the clock should make sure that their cards run through the slot on the time clock properly and that the time is recorded. The Company uses the time records not only for billing clients, but also for compiling payroll, monitoring project costs, and developing data for future fee quotations. Employees should notify Human Resources in writing of any discrepancies with their time cards.

Non-exempt employees are prohibited from working “off-the-clock.” Any non-exempt employee that is asked to work “off-the-clock” by a manager or supervisor must report the incident to the President so that a proper investigation can be conducted.

PROCEDURE: After running the card through the slot on the time clock, your card number will appear for a few seconds, verifying that your card was received by the system. It is crucial that this procedure is done correctly. Should you have trouble getting the clock to receive your card, please see the Operations Manager immediately.

All personal time off should be approved in writing, with your immediate supervisor’s prior approval.

Employees are prohibited from engaging in any conduct to falsify their own or another employee’s hours worked. Tampering with, altering or falsifying time records, and recording time for another employee, may result in disciplinary action, up to and including immediate termination.

B. PAY PERIODS

DISTRIBUTION: Payroll checks are currently issued bi-weekly via direct deposit on Fridays. If a payday falls on a bank holiday, payday will fall on the next business day following the holiday. If for any reason you believe your paycheck contains an error, you should immediately bring the matter to the attention of the Accounting Manager. Employees should review their statement of earnings each pay-period to verify hours worked, compensation, and deductions. It is the responsibility of the employee to immediately notify the Accounting Manager if an error is discovered so that it may be corrected.

DEPOSITING: Currently all payments are made via direct deposit into the employee’s bank account as designated by the employee with Accounting.

DEDUCTIONS FROM PAY/SALARY BASIS: The Company is required by law to make certain deductions from your paycheck each time one is prepared. These include your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions are





itemized on your check stub. The amount of the deductions may depend on your earnings and on the information, you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Accounting Department immediately to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes. Other mandatory deductions may be made from your paycheck, i.e., court-ordered attachments when authorized and/or required, in accordance with applicable law.

Any Company property issued to you, such as product samples, tools or uniforms, must be returned to the Company at the time of your dismissal or resignation, or, if earlier, whenever it is requested by your immediate supervisor or a member of management. If an employee fails to return Company equipment or property (such as product samples, tools or uniforms), and for any other theft, loss, malfeasance, or other amounts owed by the employee to the Company payment may be deducted from the employee's paycheck or final paycheck to the maximum extent permitted by law. Signing for this Handbook provides the Company with authorization to make those deductions to the maximum extent permitted by law.

Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. For an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.





Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an Exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Company Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA.

What to Do If an Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to Human Resources.

The Company intends to promptly investigate reports of improper deductions. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

C. EQUIPMENT/SUPPLIES

SUPPLIES: The Company currently stocks reasonable quantities of office supplies, such as paper, pads, lead, etc., for general office use. Employees requiring additional supplies should make requests to their immediate supervisors.

PROCEDURES: Employees requesting equipment and/or supplies to be purchased for internal use must have their immediate supervisor's prior approval.

D. ATTIRE

DESCRIPTION: Employees should remember that they are members of a leading and respected professional company. For a company to be effective in its public relations, each employee must be a "goodwill ambassador" for the office and have a well-groomed appearance, supported by good personal hygiene habits and appropriate business dress when in contact with clients and the public at large. Employees in the operation/delivery of our goods and services must wear the Company-provided uniforms during working hours.

RESTRICTIONS: The following are not considered proper business attire: sweats, jump suits, faded or torn blue jeans, shorts, short skirts, tight clothing, low cut shirts, tank tops, baggy or tight pants, flip flops, or similar garments. No tattoos should be visible.





E. LUNCH BREAKS

DESCRIPTION: Each employee should remember that lunch breaks currently are 60 minutes. The scheduling of lunch breaks at the Company is set by the employee's immediate supervisor/manager with the goal of providing the least possible disruption to Company operations. Lunch breaks are typically scheduled between the hours of 11:30 am and 1:30 pm. See your supervisor/manager if you are unsure of your scheduled lunchtime.

Lunch breaks will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

RESTRICTIONS: For furniture installers and route drivers, lunch currently is to be NO MORE than 1 hour from the time you leave any job site and return to the job site and should be taken between the hours of 11:30 am and 1:30 pm. Unscheduled trips back to the office should not be taken without calling in for prior approval from your supervisor/manager.

F. INCLEMENT WEATHER

DESCRIPTION: Each employee should remember that the Company remains open and operating on normal schedule during inclement weather (snow, ice, etc.) unless conditions are, or become, so severe that it is dangerous for employees to report for work or the Company operates on a delayed schedule.

CALL IN PROCEDURES: When there is bad weather, each employee currently is responsible for calling his or her immediate supervisor for announcements potentially affecting the operations of the Company. Under no circumstances, however, should an employee report for work when weather conditions render it dangerous for him or her to do so. If the office is open for business, non-exempt employees who are unable to report to work may use accrued personal time off with pay or take time off without pay.

G. SAMPLES USE

PROCEDURES: Floor/showroom samples currently may be used for presentation away from the office. All showroom and stock items used for this reason are to be billed to the customer.

TIMELINESS: Return of these samples must be within two (2) business days to make them available for other salespersons to use.

H. VEHICLES AND DRIVING

PROCEDURES: Each employee operating a Company vehicle is responsible for checking the oil, water, battery, tires, etc. daily. Vehicles are to remain clean inside and out and products are not to be left in vehicles overnight. Doors must also be locked when the employee leaves the vehicle. Any accidents must be reported to the President and the Operations Manager immediately. When using the vehicles temporarily, they must be left clean and full of gas for the next employee to use.

RESTRICTIONS: Consistent with relevant background check laws, the Company, in its sole discretion, may check employee driving records when appropriate and job-related. An employee who may

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operate a vehicle in connection with his/her duties, whether the vehicle is owned by the Company or not, must have and maintain a satisfactory driving record.

Company vehicles are not to be used for personal use by any employees. SMOKING/VAPING is NOT permitted in Company vehicles.

Only authorized employees may use Company-owned or leased vehicles. If a Company vehicle incurs any damage while under the charge of an employee, that employee is responsible for reporting the damage immediately.

You must hold a valid driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to either conduct Company business or provide transportation for a customer or fellow employee. All people in Company vehicles are required to use their seat belts. Not using seat belts in a Company vehicle may lead to disciplinary action, up to and including immediate termination. Only people authorized by the appropriate manager may be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including immediate termination.

Any employee who operates his or her own vehicle to conduct Company business must obtain and carry personal insurance for any such vehicle.

Any employee whose duties include the operation of Company vehicles or customer vehicles, or who operates his or her own vehicle to conduct Company business, and who is convicted of D.U.I. or any other serious moving violation is considered to have an unacceptable driving record, and his or her continued employment is subject to review in the sole discretion of the Company. You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company vehicles or customer vehicles, or who operates his or her own vehicle to conduct Company business who becomes uninsurable under the Company's liability policy is considered to have an unacceptable driving record, and his or her continued employment is subject to review. Such employees may be subject to discipline, up to and including termination.

If an employee receives a traffic citation while operating a Company vehicle or customer vehicle, or while operating the employee's own vehicle to conduct Company business, the employee is responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Company vehicle or customer vehicle, or while operating the employee's own vehicle to conduct Company business, the employee is required to call a police officer to the scene of the accident and notify his or her immediate supervisor immediately. Do not attempt to render medical care or assistance beyond your ability. Failure to timely report accidents with a Company vehicle, customer vehicle or while otherwise performing services for the Company may result in disciplinary action, up to and including suspension or termination. If you are at fault in an accident involving a Company vehicle, you may be subject to discipline up to and including immediate termination.

I. EMPLOYEE PURCHASES

PROCEDURES: Employees are currently eligible to purchase products sold by the Company under the Company plan after completing the 90-day Get-Acquainted Period. The plan is as follows:

- purchases under \$100.00: landed cost + 10% + applicable sales tax
- purchases above \$100.00: landed cost + 5% + applicable sales tax





This excludes used furniture. See the President for these prices.

All invoices are to be paid within thirty (30) days.

J. VENDORS/VISITORS

PROCEDURES: All vendors or visitors must always be accompanied by a Company employee. Under no circumstances should a vendor or visitor be allowed to wander the premises unaccompanied. Do not let a vendor or visitor past the reception desk without a Company escort. If you are escorting a vendor or a visitor, make sure that you return him/her to the reception area when you are finished. There are no exceptions to this policy. It is highly recommended that all vendors make an appointment with the appropriate person.

K. INVENTORY

PROCEDURES: It is critical that all inventories be properly accounted for. It is against Company policy to take inventory off the shelf without an ERP system generated ticket properly keyed in the system prior. In fact, if you need product for any reason, the proper procedure would be to have a ticket keyed and have pick/pack bring the merchandise to you. **If you are not warehouse/pick pack, you should not be in the shelving inventory area at all.**

L. MISCELLANEOUS

CLEAN WORK AREA: All employees are expected to keep their work areas clean and orderly. This helps both the efficiency and quality of work. An organized and orderly work area also helps reduce the possibility of fire, accidents, personal injury and damages.

EMPLOYEE PARKING: Employee parking currently is on the left and right side of the building and in the spaces facing Frontage Road. Please leave the spaces directly in front of the building open for our clients and customers.

RADIOS: Radios may be distracting and lead to poor service to our customers, and generally are not to be used in the work area. However, radios may be allowed in certain areas upon obtaining prior permission of the President.

BREAK ROOM/HOUSEKEEPING: All employees are expected to clean up after themselves in the break room and in all locations throughout the facility.

SECTION VI CORPORATE POLICIES

A. NON-FRATERNIZATION POLICY

PERSONAL RELATIONSHIPS BETWEEN SUPERVISORS OR MANAGERS AND EMPLOYEES OF THE COMPANY:

Because personal relationships between supervisor or managers and employees of the Company may create a conflict of interest within or have a negative impact on the Company, managers and supervisors are prohibited from supervising or working in the same department as another individual





with whom he or she shares a personal relationship, unless the individual is employed at the same level as the manager or supervisor. Supervisors or managers may not hire, promote, or directly supervise any person with whom they have a personal relationship, nor may they engage in any personal relationships with their subordinates. A personal relationship includes, but is not limited to, the following: consensual romantic, intimate, or sexual relationships, dating relationships, sharing the same household, or living together.

If a personal relationship develops between any employees of the Company, including but not limited to a supervisor or manager and a subordinate or two members of management, all involved are required to inform the President as soon as possible and will be asked to acknowledge in writing the consensual nature of the relationship. Failure to do so may result in discipline, up to and including immediate termination.

If a personal relationship comes into existence after employment, the Company will attempt to transfer employees to comparable (but separate) positions to avoid any perception of favoritism, preferential treatment, or conflict of interest. If a transfer is not possible, the employees may be requested to decide among themselves which individual is to resign. If the employees are unable to decide about who is to resign, the situation is reviewed further by management and a decision is reached which can include requiring both parties to resign or requiring one of the individuals to resign. This decision may depend on, among other things, the needs and requirements of the Company and the qualifications and record of the employees involved. If you have a question regarding this policy or its application, please contact the President.

Employees engaging in such consensual personal relationship must speak with the President and acknowledge in writing the consensual nature of the relationship. This written acknowledgement will document the consensual nature of the relationship and provide guidance for appropriate conduct in the workplace. This acknowledgment is intended to promote the efficient operation of the Company's business and avoid any misunderstandings, complaints of favoritism, or other problems of security, supervision, safety, or morale and possible claims of sexual harassment.

Because workplace romances may lead to incidents of workplace violence, poor morale, low productivity, claims of favoritism, allegations of disparate treatment, or sexual harassment charges, the Company strongly discourages personal relationships between employees and their peers. Courts have recently held workers personally liable for monetary damages for sexually harassing a co-worker or third party. Should co-workers become involved in a personal relationship, dating should be kept discrete. All employees are always to abide by the Company's non-harassment policy and should report any violations of that policy. Employees who are involved in a personal relationship with a peer are expected to behave in a professional manner and to not engage in any offensive behavior during working hours and on Company premises. Personal relationships between peers should not affect the work of any employee of the Company.

B. NON-HARASSMENT/NON-DISCRIMINATION

DESCRIPTION: The Company is committed to a work environment in which all individuals are treated with dignity and respect. The Company strives to maintain a work environment reasonably free from tensions involving matters that do not relate to the business of the Company. In particular, the Company does not authorize and will not tolerate any form of harassment or discrimination of or by any employee in the workplace, including harassment or discrimination based on race, color, ethnicity, national origin, religion, sex (including pregnancy, childbirth, or related medical conditions,





including, but not limited to, lactation), age, disability, genetic information, pregnancy, veteran status, citizenship status, or other classification protected by law. This Non-Harassment/Non-Discrimination Policy also applies to all terms and conditions of employment with the Company, including but not limited to compensation practices. The Company recognizes that harassment and discrimination via social media is a serious matter and intends to treat such claims the same as other claims, as set forth below.

Harassment can include, without limitation, verbal harassment (epithets, derogatory statements, remarks about an individual's body, degrading words used to describe an individual, demands for sexual relations or sexual contact, threats or insinuations that the person's employment, wages, promotional opportunities, work assignments or other conditions of employment may be adversely affected by not submitting to sexual advances or improved by submitting to such advances, unwelcome jokes, slurs, etc.), physical harassment (touching or physical interference with normal work), visual harassment (leering, making sexual or inappropriate gestures, displaying sexually suggestive posters, cartoons, or drawings), and innuendo.

Harassment can be a violation of state and federal law. You cannot be forced to submit to harassment as a basis for any employment decision, and the Company strives to keep itself free of any conduct that creates an intimidating, hostile, or offensive work environment for our employees.

Harassment can occur in person, online, on Company premises, and off Company premises.

One form of harassment is sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct, visual forms of harassment of a sexual nature or other harassing or unwelcome comments or conduct of a sexual nature when submission to that conduct is either explicitly or implicitly made a term or condition of employment or is used as the basis for employment decisions, or when that conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include sexual propositions, sexual innuendo, sexually suggestive comments, sexually-oriented "kidding", "teasing" or "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body; or reading or otherwise publicizing in the work environment materials that are sexually suggestive or revealing.

REPORTING: The Company cannot resolve matters that are not brought to its attention. If you feel that you have been discriminated against or harassed by any person in the course of your work at the Company (whether by a fellow employee, supervisor, manager, vendor, visitor, customer or any other person) you must immediately report any and all instances of harassment or discrimination to your immediate supervisor or report such instances by using the Open Door Policy, which is part of the Company's Dispute Resolution Program, so that an investigation of the complaint can be undertaken. If the complaint or observation involves your immediate supervisor or the person to whom you would report via the Open-Door Policy, or you are otherwise uncomfortable approaching said persons, please contact the Vice President or the President of the Company immediately. Further, if you observe conduct by another supervisor, manager, employee, or non-employee which you believe to be harassing, retaliatory, or discriminatory, you must report such conduct as outlined above.





All complaints should be made in a manner that is convenient to you promptly after the incident occurs. The Company will thoroughly and promptly direct or investigate the complaint. This may, in the Company's sole discretion, include interviewing witnesses and obtaining statements concerning the complaint. Complaints of harassment or discrimination will be kept as confidential as possible under the circumstances. Information will be released only on a "need to know" basis, as determined by the Company. In determining whether to release information, the Company may consider, among other factors, the need to protect witnesses and prevent cover ups, evidence destruction and/or the fabrication of testimony. Such decisions will be made on a case-by-case basis.

Any employee contacted during an investigation should cooperate fully and keep any information about the investigation strictly confidential. Failure to do so may result in disciplinary action, up to and including immediate termination at the sole discretion of the Company.

Individuals who knowingly provide false information in an investigation will be subject to disciplinary action, up to and including suspension or immediate termination at the sole discretion of the Company. Any person employed by the Company who is found to have violated this policy will be subject to appropriate disciplinary action up to and including suspension or termination.

An employee who remains unsatisfied after investigation of his or her harassment or discrimination complaint or believes that an investigation was untimely or insufficient should promptly seek review by the Vice President or the President of the Company.

If an investigation confirms that harassment or discrimination has occurred, the Company may take corrective action, including such discipline up to and including immediate termination of employment, as is appropriate.

C. NON-RETALIATION POLICY

The Company prohibits retaliation or discrimination against any employee who complains in good faith of sexual or other harassment or discrimination or provides truthful information in connection with any such complaint. No employee or applicant for employment is subject to restraint, interference, coercion or reprisal for seeking information about harassment or discrimination, filing a harassment or discrimination complaint or serving as a witness with respect to such complaint. Any employee who believes that he or she has been retaliated against in violation of this policy should immediately report the matter to the Vice President or the President of the Company.

The Company also prohibits retaliation against any person for making a report, requesting guidance or providing information about any matter the employee reasonably believes constitutes a violation of law, or for participating in, cooperating or assisting in any investigation, or providing testimony in any governmental proceeding. Our policy also prohibits retaliation against a person who provides truthful information relating to the commission or possible commission of a federal offense or who reasonably believed that what he or she reported constituted a violation - even if it later turns out that the person was mistaken in reporting the matter originally. Our policy also prohibits intentionally filing a knowingly false report. If an employee suspects that he or she or someone else has been retaliated against, the employee should report the matter promptly to his or her supervisor, the Vice President or the President of the Company.





D. SUBSTANCE ABUSE/DRUG-FREE WORKPLACE

GENERAL POLICY: Each employee of the Company has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. Considering these concerns, the Company intends to maintain a drug-free work place in accordance with the Federal and applicable state Drug-Free Workplace Acts. It is the Company's policy that all employees must report to work and remain completely free from the presence and effects of unlawful drugs, lawful drugs used inappropriately, and alcohol.

This policy always covers all Company employees and places when in the process of doing work for the Company. Accordingly, this policy covers employees in the following places: the Company's own premises and other public or semi-public spaces near the Company's facilities; all places where the employee's presence or performance is necessary to perform the work required by the Company; in or around any vehicle owned, rented, or leased by the Company; and any vehicle, regardless of ownership, when used during the scope of an employee's duties. For purposes of this policy only, these places are referred to collectively as "Company Property."

No part of this policy, or any of the procedures hereunder, is intended to adversely affect the Company's right to manage its work place or to discipline its employees. Nor is it a guarantee of employment, continued employment, or terms or conditions for employment. Employees may be immediately terminated at any time in the sole discretion of the Company, and the follow-up testing, counseling, and other provisions of this policy are not limitations on that right. Any questions about the Company's substance abuse/drug-free workplace policy should be directed to Human Resources.

The Company reserves the right to require drug and/or alcohol screening for the purpose of enforcing this policy. This screening may consist of any or all the following types of testing, if appropriate:

- Pre-employment
- Post-accident
- Periodic and/or Random
- Reasonable Suspicion
- Fitness for Duty

DRUG USE/DISTRIBUTION/POSSESSION/CONSUMPTION/IMPAIRMENT: All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, selling, consuming, using, or being Under the Influence of Drugs while on Company Property or while otherwise performing their work duties away from the Company. The term "Drugs" includes, but is not necessarily limited to, illegal drugs (as classified under federal, state, or local laws), unauthorized or mind-altering or intoxicating substances, and lawful controlled substances that have been illegally or improperly obtained or, which if properly obtained, are not being used in compliance with the prescription or doctor's orders.

For purposes of this policy, the term "Under the Influence" means having a measurable trace of Drugs or alcohol in the employee's system.

ALCOHOL USE/DISTRIBUTION/POSSESSION/CONSUMPTION/IMPAIRMENT: All employees are prohibited from distributing, consuming, dispensing, possessing, using or being Under the Influence





of alcohol while at work or on duty. From time to time, the Company may permit or sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events. However, if employees choose to consume alcohol at such events, they must always do so responsibly and maintain their obligation to conduct themselves properly and professionally with colleagues and/or current or prospective customers or others with whom they come into contact at such events. Employees must also comply with all relevant federal, state, and local laws.

OFF-DUTY CONDUCT: Off-duty possession, use, sale or purchase of Drugs may reflect unfavorably on the Company and affect an employee's job performance and is prohibited. Accordingly, the Company reserves the right to take disciplinary action against an employee (up to and including suspension or termination) for such use.

PRESCRIPTION DRUGS: The proper use of over-the-counter medicine or medication prescribed by your physician is not prohibited; however, the Company prohibits the misuse of prescribed medication and over-the-counter medication. Employees using medications at the direction of a physician are required to notify their manager if these prescribed or over-the-counter medications may affect his or her job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription medications that may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed medication may impair job performance.

NOTIFICATION OF IMPAIRMENT: It is the responsibility of each employee who observes or has knowledge or reason to believe that another employee is in a condition that impairs or may impair the ability of the employee to perform his or her job duties, or who presents a hazard to the safety and welfare of the employee or others, or is otherwise in violation of this policy, to promptly report that fact to the appropriate manager or supervisor.

TESTING: The Company, as of the date of this Handbook, reserves the right to conduct drug/alcohol tests in the following circumstances:

1. Pre-Employment Drug Testing. The Company may conduct Drug testing of all applicants tentatively selected for employment. This testing may be done prior to the first day of employment, or an applicant may begin employment pending a negative Drug test as soon as feasible.
2. Reasonable Suspicion Testing. The Company may require an employee to submit to testing whenever it reasonably suspects that an employee's performance or on the job behavior may have been affected in any way by using Drugs or consuming alcoholic beverages, or the employee is Under the Influence of Drugs or alcohol.

A reasonable suspicion to justify Drug or alcohol testing may be based on the employee being involved in an incident or otherwise acting in such a manner that suggests the employee is working Under the Influence of alcohol or Drugs.

Other examples of reasonable cause sufficient to justify Drug or alcohol testing include, but are not limited to, direct observation by a supervisor of things such as: (1) slurred speech; (2) unsteady walk; (3) impaired coordination; (4) violent or aggressive behavior; (5) being unduly argumentative or improperly talkative; or (6) loud or uncontrolled laughter. Reasonable suspicion also may be based upon information provided by other sources and relied on by the Company in its sole discretion. A





reasonable suspicion could be based upon job performance behaviors over a period where continued deterioration of job performance has resulted in a pattern of events that calls into question the possibility of Drug or alcohol use. However, caused, the Company reserves the right to determine when and under what conditions a reasonable suspicion occurs.

3. Periodic/On a Random Basis Testing. All employees may be subject to periodic or random Drug testing at any time in the sole discretion of the Company, in accordance with applicable law.
4. Post-Accident or Incident Testing. An employee may be tested for Drugs or alcohol if:
 - A. The employee suffers an on the job injury of any kind; or
 - B. The employee causes injury to a fellow employee; or
 - C. The employee is involved in any type of on the job accident, even if there is no apparent injury; or
 - D. There is damage to Company property or business,

if employee Drug or alcohol use is likely to have contributed to the accident or incident, and the Drug or alcohol test can accurately identify impairment caused by Drug or alcohol use.

5. Fitness for Duty Testing. An employee may be required to submit to Drug testing upon return to work after a leave of absence of any duration.

TESTING PROCEDURE: Signing appropriate consent and release forms or providing a specimen when requested is a condition of employment. Employees who refuse may be subject to discipline up to and including suspension or discharge.

DISCIPLINE: Violation of this policy or any of its provisions may result in discipline up to and including immediate termination in the sole discretion of the Company. **Nothing in this policy limits the rights of the Company as an at-will employer to terminate the employment of any employee at any time, with or without cause or notice.**

ENFORCEMENT POLICY: In order to enforce this policy and procedure, the Company may investigate potential violations and require personnel to undergo substance screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to, work areas, personal articles, vehicles, etc. Employees currently are subject to discipline, up to and including immediate termination at the sole discretion of the Company, for refusing to cooperate with searches or investigations, refusing to submit to screening or failing to execute consent forms when required by supervisors.

SEARCHES: While on Company Property, employees are subject to searches from the Company should the Company have reasonable cause or suspicion that one or more employees is in possession of or has stored Drugs or unauthorized alcohol on Company Property. Further, the Company may conduct searches of all areas of Company property, including, but not limited to, work areas, desks, lockers and vehicles, and personal articles, purses, briefcases, etc. without prior notice. Refusal to give consent to or cooperate in the search may result in discipline up to and including discharge.

EMPLOYEE ASSISTANCE: The Company expects employees who suspect they have a substance abuse problem to seek treatment. However, it is the responsibility of the employee to seek and accept assistance before substance abuse problems lead to disciplinary action, including termination.





If a second chance is given at the sole discretion of the Company, failure to enter, remain in or successfully complete a prescribed treatment program may result in termination of employment at the sole discretion of the Company.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, and participation does not prevent the Company from exercising its rights as an at-will employer or relieving the employee of his/her responsibility to perform his/her job in a satisfactory, safe and efficient manner.

POSITIVE TEST RESULTS: A positive test for purposes of Drug and alcohol testing is the cutoff levels adopted by the United States Department of Health and Human Services in its Guidelines for Federal Workplace Drug Testing Programs. If a cutoff level has not been established for a Drug, the Company applies standards adopted by the National Institute on Drug Abuse or as otherwise recommended by the testing laboratory.

The Company has a "Zero-Tolerance" for violation of this Substance Abuse / Drug-Free Workplace Policy. Anyone testing positive for Drugs or found to be in violation of this policy in any way is immediately terminated without further warning. If for any reason a negative test result is not received from the Drug testing laboratory within 48 hours of giving the sample, the employee donor is suspended from work until such test results are made known either as a confirmed negative or positive test.

Employees who are not immediately terminated for testing positive or for some other violation of this policy may, at the sole and absolute discretion of the President, be required to execute a Last Chance Understanding agreement. In exchange for the Company not terminating them for this instance of testing positive or otherwise violating the substance abuse policy, they agree to undergo rehabilitation, counseling and other activities. The agreement generally requires the employee to undergo unannounced screening for a set period.

OTHER DRUG AND ALCOHOL POLICIES: Where required by applicable law or customer contracts, strenuous policies apply to employees in certain positions. Human Resources can provide additional information about these policies upon request.

RETURNING TO WORK: Employees who voluntarily seek assistance for Drug or alcohol abuse are generally not allowed to return to work or continue working until they have been evaluated by a physician at the employee's expense. The physician must submit, in writing, a release allowing the employee to return to work, and stating that he/she can perform his/her job safely.

MISCELLANEOUS: Employees who possess a commercial driver's license (CDL) are subject to the U.S. Department of Transportation's requirements for substance abuse testing in addition to this policy.

Employees must report any conviction under a criminal drug statute for violations occurring on or off Company Property. A report of a conviction must be made within five (5) days after the conviction. Conviction for the manufacture, distribution, or sale of Drugs may result in immediate discharge. Depending on the circumstances, the Company reserves the right to discipline an employee, including immediate termination and/or suspension without pay upon being criminally charged and pending resolution in the matter. The Company will evaluate each matter on a case-by-case basis after investigation and analysis of the total situation and circumstances.





E. SMOKING AND VAPING POLICY

The Company is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. Motivated by our desire to provide a healthy work environment for our employees, the Company prohibits smoking, vaping and the use of all tobacco products including, but not limited to, cigarettes of any kind (including electronic smoking and vaping devices), cigars, pipes, chewing tobacco or snuff inside Company Buildings and vehicles, and also within 25 feet of all entrances, exits and windows of Company Buildings. For purposes of this policy:

- Company Buildings includes indoor common work areas, warehouses, conference and meeting rooms, private offices, hallways, break rooms, restrooms, and all indoor spaces on Company property.
- Company vehicles includes all Company-owned or leased vehicles.

Nothing herein is intended to interfere with statutes protecting individuals who smoke off Company Property during non-working hours.

F. GENERAL BEHAVIOR GUIDELINES

The Company expects every employee to observe basic rules of good conduct, including meeting acceptable standards of professional conduct, during their employment with the Company. Most of these are common sense conventions. It is very important that you understand these rules and the consequences of breaking them. At the Company's sole discretion, any violation of Company's policies, as well as any other conduct considered by the Company to be inappropriate or unsatisfactory, may subject the employee to disciplinary action which may take the form of a verbal warning, written warning, suspension without pay, and/or termination. The Company reserves the right to skip any level of discipline and terminate employment without prior notice or discipline. Because the circumstances of each situation are different, the Company may handle each disciplinary situation differently without setting a precedent for future cases. Discharge can be at any time and for any reason not prohibited by law.

Nothing in this policy is intended to restrict communications protected by state or federal law, or to preclude or interfere with other legally protected or required activities, including the rights of employees under Sections 7 and 8 and other applicable provisions of the National Labor Relations Act ("NLRA") including, but not limited to, employees' protected and concerted discussions or activities concerning the terms and conditions of employment. No employee, director or agent of the Company has the authority, express or implied, to violate any law, statute, regulation or ordinance or to instruct anyone else to do so.

G. WORKPLACE VIOLENCE / WEAPONS POLICY / SEARCH AND SEIZURE

The Company is committed to providing a workplace in which the perpetration of violence, including but not limited to domestic violence, is neither tolerated nor excused. Any physical assault or threat made by an employee while on Company premises, during working hours, or at a Company-sponsored social event is a serious violation of our policy. This policy applies not only to acts against other employees, but also to acts against all other persons, including intimate partners. Employees found to have violated this policy face discipline, up to and including immediate termination at the sole discretion of the Company.





Violence, threats, stalking, intimidation, and other disruptive behaviors in our workplace are not tolerated. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. It is the intention of management to take all reports of incidents seriously and deal with each appropriately. Individuals who violate this policy may be removed from the premises and/or may be subject to disciplinary action, criminal penalties, or both.

The Company needs your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, stalking, intimidating, or other disruptive behaviors. If you observe or experience such behaviors by anyone on Company premises or while on the job even if not on the premises, report it immediately to Human Resources or another designated Company representative. Employees are responsible for making this report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behaviors. Those who receive such reports should seek advice from Human Resources regarding investigating the incident and initiating appropriate action. PLEASE NOTE: THREATS OR ASSAULTS THAT REQUIRE IMMEDIATE ATTENTION BY LAW ENFORCEMENT PROFESSIONALS SHOULD BE REPORTED IMMEDIATELY TO THE POLICE AT 911.

The Company cannot accomplish its goal of providing a safe and secure workplace unless management is informed about individuals who have been ordered by the courts or other legally constituted entities to remain away from Company premises or locations or any Company employee. Accordingly, all individuals who apply for a protective or restraining order which lists Company premises or locations as being protected areas or names a Company employee as being protected should provide the Company Administrator a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. The Company understands the sensitivity of the information to be provided and has developed confidentiality procedures to protect the privacy of the reporting employee(s) to the extent reasonably possible.

Upon receipt of an initial report of any threats or incidents of violent behavior, the Company intends to take steps to verify the information, make an initial assessment and document any decision involving further action. Such information is considered private and disseminated within the Company only on a need-to-know basis.

Weapons

The Company prohibits weapons of any kind, including, but not limited to, firearms, knives with blades more than three inches in length, and explosives, inside Company buildings. This includes any vehicle being used for Company business and applies even if the employee has a permit to carry a concealed weapon. Those suspected of violating this policy are subject to a personal search. Violation of this policy may result in disciplinary action, up to and including suspension or immediate termination.

Search and Seizure

Vehicles, desks, computers and information stored on the Company's communication systems, and file cabinets are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. To ensure





compliance with its rules and regulations, the Company may inspect all Company property without prior notice to the employee and/or in the employee's absence. Prior authorization must be obtained before any Company property may be removed from the premises.

An employee's personal property that is on Company property, including, but not limited to, packages, purses, clothing, and vehicles, may be inspected at any time upon suspicion of unauthorized possession of Company property or property of another employee or client, weapons, or drugs. Refusal to give consent or to cooperate in the search of personal property may result in discipline up to and including immediate termination. For purposes of this policy, "Company property" includes the facilities, parking area and surrounding grounds owned or leased by the Company.

H. COMMUNICABLE DISEASES

The Company does not discriminate against any job applicant or employee based on that individual having a communicable disease.

DESCRIPTION: The Company's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis. The Company may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC).

The Company will not discriminate against any job applicant or employee based on the individual having a communicable disease. The Company reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace. The Company supports, where feasible and practical, educational programs to enhance employee awareness and understanding of communicable diseases. If you believe that an educational program is needed, please contact the President of the Company to make your request.

Employees who are diagnosed as having a communicable disease and who wish to request an accommodation should inform Human Resources of their condition as soon as possible.

The Company's policy is to maintain confidentiality of the diagnosis and medical records of employees with communicable diseases, in accordance with applicable law and regulations.





I. SOLICITATION

Employees may not:

- Solicit other employees during working time;
- Distribute literature during working time; or
- Distribute literature at any time in working areas.

“Working time” includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

“Working areas” include areas controlled by the Company where employees are performing work, excluding, for example, cafeterias, break rooms and parking lots.

The only exception to this rule is solicitations for recognized charities, such as the United Way, in which case special arrangements must be approved by the President and posted on the Bulletin Board.

Non-employees are prohibited from soliciting or distributing any written or printed material of any kind for any purpose on Company premises at any time.

J. COMPANY COMMUNICATION SYSTEMS

COMMUNICATIONS SYSTEMS: The Company’s communications systems, including (but not limited to) computer hardware, software, and peripherals; remote access servers; network servers; electronic mail (E-mail) systems and accounts; printers; photocopiers and scanners; fax machines; e-fax systems and modems; telephone and voice mail systems (including wired and mobile phones, smartphones, and pagers); personal electronic devices; messengers, communication tools; internet and internet access and various online services, including but not limited to social media websites; and other technologies that may be made available by the Company to employees (“Communications Systems”), are the property of the Company. The Company has provided the Communication Systems for use in conducting Company business. All communications and information created, sent, stored, or received on the Communications Systems are Company records and property of the Company.

Employees should have no right or reasonable expectation of personal privacy in any form of information or communication created, sent, stored, or received on the Communications Systems. The Company at its discretion reserves and may exercise the right to monitor, access, retrieve, review, and delete any matter created, sent, stored or received on the Communication Systems, for any reason and without the permission of any employee. Even if the employee uses a password to access these Communications Systems, employees should not expect confidentiality of any message stored in, created, received, or sent from these systems. Computer and network passwords are to be kept private and not shared with others. It is everyone’s responsibility to properly format passwords to be secure. Passwords are only to be shared with an officer of the Company.

Electronic communication and voice mail systems messages may be based on an employee’s user ID. If one employee’s user ID is shared with other employees, the owner of the user ID remains responsible for the content of the messages, both sent and received, as well as the use of the ID in





general. Use of passwords or other security measures does not in any way diminish the Company's rights to access materials on its Communications Systems or create any privacy rights of the employee in the messages or files on the Communication Systems.

Unless instructed otherwise by the Company, employees should routinely delete outdated or otherwise unnecessary e-mails and computer files. These deletions will help keep the system running smoothly and effectively as well as minimize maintenance costs. Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on Company letterhead. The Company's policies against sexual and other harassment apply fully to the Communications Systems, and any violation of those policies may result in discipline up to and including immediate termination at the sole discretion of the Company. Therefore, no message should be created, sent, stored, or received over Communication Systems if it contains unlawful, harassing, obscene or vulgar material concerning any classification protected by law or could otherwise be considered harassment.

The Company's confidentiality and non-disclosure policies also apply to the Communication Systems. Employees are prohibited from sharing the Company's confidential, proprietary, or trade secret information about the Company's clients or vendors via social media websites or another communications system.

The Company's Communication Systems represents a significant investment of Company time and financial resources. Outside programs may contain viruses that can disrupt or destroy computer systems. Also, programs that are not properly registered may subject the employee and Company to criminal and civil penalties. For these and other reasons, no employee can install or insert any computer games, hardware, programs, or software that are not licensed and registered under the name of the Company.

Personal email addresses should never be used to send an email to a customer of the Company for a work-related purpose. All work-related emails to the Company's customers must be sent via the employee's Company email address.

Nothing in this policy should be read to restrict or inhibit the employees' NLRA Section 7 right to discuss employees' terms and conditions of employment or otherwise act for their mutual benefit.

INTERNET ACCESS: Internet access is a privilege provided by the Company and is provided for business purposes. Access to questionable or potentially offensive sites (e.g., sexually explicit or racially inflammatory sites or other sites disparaging a status protected by law) is prohibited, and a violation of this policy may result in revocation of Internet access or other discipline, up to and including suspension or immediate termination at the sole discretion of the Company.

STREAMING AUDIO OR VIDEO WILL SUBSTANTIALLY DECREASE OUR AVAILABLE NETWORK BANDWIDTH ONLINE. BY STREAMING YOU ARE SLOWING DOWN OUR ENTIRE NETWORK, INCLUDING OUR ONLINE ORDERING SYSTEMS FOR OUR CUSTOMERS. IN SHORT, YOU COULD BE HURTING OUR BUSINESS. EMPLOYEES SHOULD NOT STREAM NON-BUSINESS-RELATED AUDIO AND VIDEO UNDER ANY CIRCUMSTANCES. ACCESS TO THE INTERNET IS PROVIDED FOR YOU TO DO YOUR JOB. IT IS NOT PROVIDED FOR PERSONAL USE.





During working hours, internet browsing should be limited to that which primarily supports the Company's business function. The Company may monitor Internet usage including sites visited and time spent at those sites.

Nothing in this policy should be read to restrict or inhibit the employees' NLRA Section 7 right to discuss employees' terms and conditions of employment or otherwise act for their mutual benefit.

K. SOCIAL NETWORKING

At GOS, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks for the Company and carries with it certain responsibilities on your part. To assist you in making responsible decisions about your use of social media, we have established these guidelines for its appropriate use.

GENERAL PROVISIONS FOR PERSONAL SOCIAL NETWORKING

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet on sites like Wikipedia, Facebook, Twitter, Snapchat, Instagram, LinkedIn, Pinterest, and YouTube, chat rooms, personal blogs, and other similar forms of online journals, diaries or personal newsletters, as well as any other form of electronic communication. This policy refers to these and all other similar forms of social media collectively as "Internet postings".

The same principles and guidelines found in the Company's policies apply to your internet postings. Ultimately, you are solely responsible for your internet postings. Before creating an internet post, consider some of the risks and rewards that are involved. Keep in mind that any of your internet postings that adversely affect your job performance, the performance of fellow Company employees, or otherwise adversely affects Company customers, vendors, and people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the Company's Non-Harassment / Non-Discrimination Policy and the Company Communications Systems Policy and ensure your internet postings are consistent with these policies. Inappropriate internet postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Respect and Comply with Terms of Use of All Sites You Visit

Do not expose yourself or the Company to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with the terms. Pay attention to terms relating to prohibitions or restrictions on the use of the social media site, including:

- Prohibitions or restrictions on use for advertising, marketing, and promotions or other commercial purposes (for example, Facebook's Statement of Rights and





Responsibilities (its terms of use) prohibits businesses from administering promotions through Facebook without Facebook's prior written consent).

- Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of the Company's copyrighted material and trademarks that might be posted on the site, or information the Company collects through the site).
- Requirements for licenses or other grants allowing use by the site owner and other third parties of the Company's trademarks or other intellectual property.
- Privacy rights and responsibilities of the site owner and users.

Be respectful

Always be fair and courteous to fellow Company employees, customers, vendors, or people who work with or on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than via internet postings. Nevertheless, if you decide to post complaints or criticism via an internet posting, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage Company employees, customers, vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate

Make sure you are always honest and accurate in your internet postings, and if you make a mistake, correct it quickly. Be open about any previous internet postings that you have altered. Remember that the Internet archives almost everything; therefore, even deleted internet postings can be searched. Never make an internet posting about any information or rumors that you know to be false about the Company, Company employees, customers, vendors, or people working on behalf of the Company.

Post only appropriate and respectful content

- Maintain the confidentiality of the Company's private or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications on an internet posting.
- Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of an internet posting, be clear and open about the fact that you are an employee of the Company and make it clear that your views do not represent those of the Company, Company employees, customers, vendors, or people working on behalf of the Company. If you do publish an internet posting related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of GOS."

Using social media at work

Refrain from using social media and thus internet postings while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or consistent with the Company's





policies on use of Company equipment. Do not use Company email addresses to make internet postings or register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another co-worker for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on the Company's behalf without contacting the Company's President. All media inquiries should be directed to the President.

COMPANY-AUTHORIZED INTERNET POSTINGS

From time to time, the Company may, in its sole discretion, authorize certain employees to engage in Company-approved Internet postings as part of the employee's job duties. The goal of Company-authorized Internet postings is to become a part of the industry conversation and promote web-based sharing of ideas and exchange of information. Authorized Internet postings are generally used to convey information about Company products and services, promote and raise awareness of the Company brand, search for potential new markets, communicate with employees and customers to brainstorm, issue or respond to breaking news or negative publicity, and discuss corporate, business-unit and department-specific activities and events. The Company must ensure that such Internet postings maintain our brand identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

Rules and Guidelines

These rules and guidelines apply to all Internet postings made on behalf of the Company, including those on websites or other electronic media maintained by Company subsidiaries or affiliates.

- Only authorized employees (specifically directed by the President can prepare and modify content for the Company's website, blog located on the Company's website, and/or the social networking entries located on the Company's website. Content must be relevant, add value, and meet the specified goals or purposes developed by the Company and/or as directed by the Company. Authorized employees who are uncertain about any information, material or conversation should discuss the content with the President.
- Internet posting accounts created for authorized employees are the property of the Company. Upon termination of employment, the Company maintains ownership of such accounts, and the authorized employee may not change passwords or account names, create an account with a similar name, or transfer contact information gained through the Company account.

Discipline for Violations

The Company intends to investigate and respond to all reports of violations of the social networking policy and other related policies. Violation of the Company's social networking policy may result in disciplinary action up to and including immediate termination. The Company reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.





Questions

Any questions regarding this policy or social media in general should be directed to the President.

L. PERSONAL ELECTRONIC DEVICES IN THE WORKPLACE

This policy outlines the use of Personal Electronic Devices at work, the personal use of Company-provided Personal Electronic Devices, and the safe use of any kind of Personal Electronic Device by employees while driving. As used in this policy, the term Personal Electronic Devices encompasses any device that electronically communicates, sends, receives, stores, reproduces or displays voice and/or text communication or data. This includes, but is not limited to, cellular phones, personal digital assistants such as blackberries, messaging devices, tablets such as iPads, and electronic readers such as Kindle or Nook.

Nothing in this policy is intended to restrict communications protected by state or federal law, or to preclude or interfere with other legally protected or required activities, including the rights of employees under Sections 7 and 8 and other applicable provisions of the National Labor Relations Act ("NLRA") including, but not limited to, employees' protected and concerted discussions or activities concerning the terms and conditions of employment.

PROCEDURES/GUIDELINES:

Personal Electronic Devices

Personal Electronic Devices are not permitted in any production work areas of the Company.

The use of any Personal Electronic Devices must not become a distraction or interfere with the performance of the employee or co-workers.

The Company is not liable for the loss, damage or theft of Personal Electronic Devices brought into the workplace.

Personal Cellular Phones

Personal Electronic Devices should not be used during working time. Employees must make any personal calls, send personal electronic communications, including text messages and emails, or post on or use social media accounts on non-work time only. Employees are asked to make their friends and family members aware of the Company's policy. In case of an emergency, your family can call the main office number, and you will be notified immediately. Flexibility may be provided in circumstances demanding immediate attention.

Based on function and responsibilities, some positions are approved and allowed to receive calls and text messages on their personal cell phone during working time. Such employees will be notified in advance.

Cameras

The Company prohibits employee use of cameras in the workplace, including camera phones, as a preventative step for, among other reasons, to secure employee privacy and other business information. Employees are prohibited from using any type of cameras or recording devices (audio or video) on Company property in a manner that could result in photographing, recording, or other disclosure of the Company's confidential information or trade secrets or the privacy of the Company's customers.





Personal Use of Company-Provided Personal Electronic Devices

Where job or business needs demand immediate access to an employee, the Company may issue a Company-owned Personal Electronic Device to an employee for work-related communications only, such as phone calls, text messages, and emails. Company issued Personal Electronic Devices are to be used for business purposes only. Usage logs are audited regularly to ensure no unauthorized use has occurred.

If an employee experiences a serious personal emergency that results in the need to use the Company's Personal Electronic Device, whether for phone calls or electronic messages, he or she is required to report this use to his or her manager within 48 hours. The employee must sign a form specifying the phone number called and the reason for the call as well as a specific authorization to deduct the cost of the call from his or her paycheck when the bill is received. Failure to report such use may result in disciplinary action. Failure to reimburse the Company for the cost of the call may result in tax liability for the employee as well as possible disciplinary action.

Employees in possession of Company-owned Personal Electronic Devices are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the Company's Personal Electronic Device, or any other Company-owned property, for return or inspection.

Employees who have lost or damaged their Company-issued Personal Electronic Device or are otherwise unable to present the equipment in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges are considered to have left employment on unsatisfactory terms. Outstanding debts may be deducted from the employee's final paycheck to the maximum extent permitted by law.

Safety Issues for Personal Electronic Device Use While Driving

Employees are to comply with all federal, state, and local laws and regulations regarding the use of Personal Electronic Devices while driving.

Employees who are using their personal or Company-provided Personal Electronic Devices to make or receive phone calls while driving on Company business should use a blue tooth headset or another hands-free device to minimize the chance of injury to themselves or others. In addition to any applicable law, Company management has decided to take a firm stance regarding the use of personal or Company-provided Personal Electronic Devices for the purpose of sending or receiving text information while driving on Company business. It is our policy that this practice is prohibited. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are using their personal or Company-provided Personal Electronic Devices to send or receive text messages (including emails) while driving are taking a very serious safety risk for themselves, passengers, and the general public which the Company will not tolerate. Should a Company employee be driving on Company business and receive a text message (including emails) he/she should use one of the following options:





- Leave the device on silent or quiet mode for incoming text information.
- Check the device and receive and respond to messages only when the vehicle is out of service and off the road or as required by applicable law.
- If you are expecting a text or email that is critical to your function while on duty, pull off the road to a safe stopping point or as required by applicable law and then receive and respond to the message.

Under no circumstances should you ever attempt to read or send an electronic message while your vehicle is in operation. In addition, the use of these Personal Electronic Devices, whether Company-provided or personal, to browse the internet is prohibited while driving. Navigation can be used through voice instruction only.

Employees who are charged with traffic violations resulting from the use of Personal Electronic Devices while driving are solely responsible for all liabilities that result from such actions.

Violations of this policy are subject to disciplinary action, up to and including termination.

Employees must always use good judgment and maintain professionalism when holding conversations in front of clients or other employees. Any employee behaving in an unprofessional manner may be subject to disciplinary action up to and including termination.

Special Responsibilities for Managerial Staff

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

M. RECORDS

The Company prohibits employees and directors from altering, destroying, mutilating, concealing, covering up, falsifying, or making a false entry in any record, document, or other object, or attempting to do so with the intent of impairing the object's integrity or availability for use in an official proceeding or impeding, obstructing, or influencing the investigation or proper administration of any matter within the jurisdiction of any governmental agency or bankruptcy court.

SECTION VII TERMINATION, DISCIPLINARY ACTION, ATTENDANCE & CONDUCT

A. DISCHARGE

ACCRUED PERSONAL TIME OFF WITH PAY: Upon termination of employment, accrued but unused personal time off is forfeited. If the Company exercises its discretion to pay out accrued but unused personal time off, it will be included in the final paycheck, subject to normal deductions for taxes and any amounts owed to the Company, in accordance with applicable law.

COMMISSIONS: Those employees paid, in whole or in part, on a commission basis are currently entitled to commissions for monies on accounts assigned to that employee which are received by the Company on or before the Employee's last date of employment. No employee is entitled to commissions on monies received by the Company after the last day of employment.





401(k) PLAN: Employees who are discharged before the year-end currently do not receive any matching funds that may potentially be distributed to each plan member at year-end.

COMPANY PROPERTY: Employees must return all Company property to their supervisor on or before their last day at work. Failure to do so results in such sums being deducted from your final paycheck, in accordance with applicable law.

B. DISCIPLINARY ACTION

DESCRIPTION: Disciplinary action may include but is not limited to oral warning, written warning, last chance understanding, suspension without pay or immediate termination from employment. The Company has no obligation to use any one or more of these forms of discipline. Any or all these forms of discipline may be omitted in the sole discretion of the Company.

ACTION: The following are some of the actions the Company may take, in its sole discretion, to govern appropriate employee behavior.

1. Informal Warning: These are oral and generally become a part of an employee's permanent record.
2. Formal Reprimand: These are written warnings, last chance understandings, suspensions and termination which become part of an employee's permanent record.

Because the circumstances of each situation are unique, the Company may handle each disciplinary situation differently without setting a precedent for future cases.

As an at-will employee, you may terminate your employment at any time, with or without cause or notice, and the Company may terminate your employment at any time, with or without notice, with or without cause, and with or without the use of progressive discipline if it acts lawfully.

C. MOONLIGHTING & OFF-THE-JOB CONDUCT

DESCRIPTION: Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Any outside activity must not interfere with your ability to properly perform your job duties at the Company or reflect unfavorably on the Company. If you are thinking of taking on a second job, you should notify management immediately so that the Company can determine if it will interfere with your job with the Company, reflect unfavorably on the Company, or pose a conflict of interest.

The Company may approve or disapprove of your second job at its sole discretion. Reasons for disapproval may include, but are not limited to, working for a competitor, using Company contacts as contacts for other jobs, assuming work loads that would interfere with the reasonable performance of one's duties with the Company or a job that could reflect adversely upon the employee or the Company.

Off-the-job conduct reflects on the entire Company. Employees are expected to conduct themselves at all times in such a way as not to bring discredit to the Company or fellow employees.





D. ATTENDANCE / TARDINESS

DESCRIPTION: Punctual and regular attendance is an essential function of each employee's job. You are expected to report to work on time, on a regular basis. Unnecessary or excessive absenteeism and tardiness are expensive, disruptive, and place an unfair burden on other employees. Unsatisfactory attendance and/or tardiness may result in disciplinary action, up to and including suspension and immediate discharge.

We define an absence as failure to report and remain at work as scheduled; this includes late arrival at work and leaving early. Absence includes time lost from the job whether excused or unexcused, avoidable or unavoidable. The only exceptions to this definition of absence are holidays, vacations, death in the immediate family, workers' compensation cases, jury duty, approved leaves of absence, and days for which no work is scheduled.

If you are going to be late or absent for any reason, you are required to notify your supervisor as far in advance as possible. If you cannot report for work as scheduled because of an emergency or illness, and it is not possible for you to obtain advanced authorization, you are expected to contact either your supervisor or another member of management as early as possible, preferably by 9 a.m.

When you report an absence or late arrival, you are required to provide the reason you will be late or absent and when (date and time) you expect to return to work. Reporting an absence or late arrival does not excuse the absence or tardiness. Absences on successive days must be reported each day. It is your responsibility to ensure that proper notification is given. Asking another employee, friend, or relative to give this notification is not considered proper, except under emergency conditions. Any employee who fails to give such notification is charged with an unexcused absence. Your supervisor generally records the time and reasons given for tardiness and absences. This generally becomes a part of your employment record.

You should know that you might be required to substantiate the reason for your absence or tardiness. If you are absent because of an illness you may be required to provide a doctor's excuse and/or written documentation from your doctor stating you are able to resume normal work duties, before you can return to work.

Excessive absenteeism or tardiness (excused or unexcused) may be grounds for discipline up to and including termination. Each situation of excessive absenteeism or tardiness is evaluated on a case-by-case basis.

If an employee has three (3) unexcused absences during any six-month period, immediate termination may result at the sole discretion of the Company.

If you do not report to work and fail to properly notify the Company for three (3) consecutive days, the Company currently considers you to have voluntarily terminated the employment relationship and processes your termination.

This provision will not prevent employees from leaving or missing work as protest for the terms and conditions of their employment or otherwise expressing their NLRA Section 7 rights.





E. DISPUTE RESOLUTION POLICY

The Company has adopted the following Dispute Resolution Program to provide for the quick, fair and informal resolution of employment-related disputes and legal claims for Employees. Proceedings under the Dispute Resolution Program are the exclusive, final and binding method by which employment related Disputes and Legal Claims are resolved.

The Dispute Resolution Program is a fundamental part of the employment relationship between the Company and each Employee. Use of the Dispute Resolution Program is required of all Employees and is a condition of continued employment with the Company. In other words, any Employee who chooses to continue his or her employment with the Company after the effective date of the original adoption of or any future modifications to the Dispute Resolution Program agrees to abide by the requirements of the Program.

The Dispute Resolution Program is not a modification of an Employee's at-will status and is not a guarantee that employment will continue for any definite period or will end only under certain conditions. Nothing contained in this Dispute Resolution Program limits in any way an Employee's right to terminate his or her employment at any time for any reason without prior notice. Similarly, nothing contained in this Dispute Resolution Program limits in any way the Company's right to terminate an Employee's employment at any time for any reason without prior notice.

The Company reserves the right in its sole discretion to modify, amend or eliminate the Dispute Resolution Program at any time, without prior notice, as circumstances dictate.

If you have any questions concerning the Dispute Resolution Program, please contact the Human Resources Manager.

DISPUTE RESOLUTION PROGRAM--DEFINITIONS

"Dispute" means any dispute, claim, demand or controversy by an Employee that does not rise to the level of a Legal Claim.

"Employee" means any applicant, employee or former employee of the Company.

"Legal Claim" means any claim, demand or controversy by an Employee that is based on legally protected rights provided under any contract, agreement, or practice or under federal, state or other governmental constitution, statute, ordinance, regulation or common law doctrine including but not limited to claims based on alleged discrimination or retaliation on the basis of race, sex (including sexual harassment), religion, national origin, age, disability, or any other legally protected category; retaliation claims for legally protected activity and/or for whistleblowing, including but not limited to Sarbanes-Oxley matters and workers' compensation retaliation; wages, commissions, hours, overtime or other wage payment issues; involuntary terminations, such as layoffs and discharges (including constructive discharges); state or federal Family and Medical Leave Acts; workplace accommodation due to physical or mental disabilities; tort claims, including but not limited to intentional torts, negligence, defamation; invasion of privacy; infliction of emotional distress; violation of public policy; and breach of any policy or express or implied contracts.

"Non-arbitrable claim" means any Legal Claim by an Employee or the Company for or relating to workers' compensation benefits or claims; unemployment compensation benefits; claims relating to





a non-compete agreement, violation or misappropriation of the Company's trade secrets, provisions of any confidentiality agreements or other restrictive covenants; claims alleging status or membership with regard to any employment benefit plan that is governed by ERISA, and/or charges filed with the National Labor Relations Board, U.S. Department of Labor, or Equal Employment Opportunity Commission.

"GOS" or the "Company" means Greenville Office Supply, Inc., a South Carolina corporation, its subsidiaries and affiliates and all its successors, officers, managers, supervisors and agents.

DISPUTE RESOLUTION PROGRAM--OVERVIEW

The Company's Dispute Resolution Program is a three-step procedural mechanism for the resolution of all Disputes and Legal Claims.

Step One--Open Door Policy

The Company has established alternative avenues of communication to facilitate the resolution of disputes and legal claims under Step One of the Dispute Resolution Program. The options under the Open-Door Policy should be used in the order below to provide the quickest and most appropriate results.

Whenever possible, each Employee should try to resolve any problem, Dispute, or Legal Claim at work with his/her manager. The Employee should discuss his/her problem and potential solutions with his/her manager, as he or she is normally the best person to resolve job related problems. However, if an Employee (a) feels he/she is unable to discuss any issue of discrimination, sexual harassment or any other alleged violation of the law with his/her manager, (b) is unsatisfied with the manager's response, or (c) needs to talk to someone other than his/her immediate manager, an Employee may take his/her problem to the Office Manager. If the Employee feels that his/her concern was not adequately considered objectively by his/her manager or the Office Manager, the Employee should notify the President of the Company in writing, stating (1) what the issue is, (2) with whom it has been discussed and (3) why he/she is dissatisfied.

Step Two -- Mediation

If a Legal Claim arises and cannot be settled through the Open-Door Policy or other forms of negotiation, the Employee must first try in good faith to settle the Legal Claim by mediation before resorting to arbitration, litigation, or some other formal dispute resolution procedure. Both the Employee and the Company have the right to be represented by an attorney during the mediation. Any such Legal Claim is submitted to a mediator selected by mutual agreement of the parties. Unless the parties agree to an alternative arrangement, the mediator's fee and expenses are equally divided between the parties.

Step Three -- Binding Arbitration

If a Legal Claim cannot be resolved through negotiation or mediation, the parties agree to waive their right to a jury trial and agree to submit the Legal Claim to arbitration. Unless otherwise provided herein, the arbitration shall be conducted by a single arbitrator in accordance with the Employment Arbitration Rules and Mediation Procedures published by the American Arbitration Association.





Unless the parties mutually agree otherwise, the arbitration shall be conducted in Greenville County, South Carolina. If the arbitrator selected as set forth herein determines that this location constitutes a significant hardship on the Employee and constitutes an impermissible barrier to Employee's efforts to enforce his or her statutory rights, the arbitration may be conducted at some other place determined to be reasonable by the arbitrator.

The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within thirty (30) days after written request for arbitration is made by one party to the controversy, a neutral arbitrator shall be appointed according to the procedures set forth in the American Arbitration Association Employment Arbitration Rules and Mediation Procedures.

In rendering the award, the arbitrator shall have the authority to resolve only the Legal Claim between the parties, shall not have the authority to abridge or enlarge substantive rights or remedies available under existing law, and shall determine the rights and obligations of the parties according to the substantive and procedural laws of South Carolina. In addition, the arbitrator's decision and award shall be in writing and signed by the arbitrator and accompanied by a written concise explanation of the basis of the award. The award rendered by the arbitrator shall be final and binding, and judgment on the award may be entered in any court having jurisdiction thereof. The arbitrator is authorized to award any party a sum deemed proper for the time, expense, and trouble of arbitration, including arbitration fees and attorneys' fees. Non-arbitrable claims are not subject to this procedure.

Procedure to Initiate Arbitration--An Employee may initiate arbitration, within the time limit established by the applicable statute of limitations, by filing a written notice of his or her intent to arbitrate with the Company. The Company has adopted the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures, Rule 4, Initiation of Arbitration.

Applicable Law--The arbitration, its proceedings and any judicial review of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 *et seq.* The substantive law applied shall be the state or federal substantive law that would be applied by the United States District Court for the District of South Carolina.

Class Action--Employee expressly agrees not to commence or file any class action, including any class arbitration against the Company, or serve in any representative capacity in any class action, including class arbitration, against or involving the Company.

Other Rules--Unless otherwise provided for herein, the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association shall control and are incorporated by reference herein.

Acceptance/No Change in Terms of Employment--The submission of an application, acceptance of employment or the continuation of employment by an individual shall be deemed to be acceptance of the Dispute Resolution Program. No signature shall be required for the policy to be applicable. Notwithstanding the fact that this Handbook is not an employment contract for a definite term of employment, the mutual obligations set forth in this Dispute Resolution Program shall constitute a contract between the Employee and the Company but shall not change an Employee's at-will relationship or any term of any other contract or agreement between the Company and the Employee. This Dispute Resolution Program shall constitute the entire agreement between the Employee and Company for the resolution of Legal Claims.







SECTION VIII RECEIPT OF EMPLOYEE HANDBOOK

Receipt & Acknowledgment of Greenville Office Supply, Inc. Employee Handbook Employment At-Will Status and Confidentiality Requirements

This Handbook is intended to help you become acquainted with some of the policies of Greenville Office Supply, Inc. (the “Company”) in effect on the date of this Handbook. This Handbook serves as a guide; it is not the final word in all cases. Individual circumstances may be handled on an individual basis at the Company’s sole discretion.

This Handbook and the policies described in this Handbook may be changed at any time at the sole discretion of the Company without notice.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Company’s Employee Handbook and your understanding that you are an employee-at-will.

- * I have read, signed, and understand the Notice and Disclaimer located on the cover of this Handbook.
- * I have received a copy of the Handbook. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of the Company at any time without prior notice. I understand that this Handbook replaces and supersedes all other previous handbooks, policies, or guides. If any mandatory language appears in this Handbook, the terms of the disclaimer on the cover of this Handbook shall govern over any such apparently mandatory language so that no contract is created.
- * I further understand that my employment is “at-will”, which means that it may be terminated at will, either by myself or the Company, regardless of the length of my employment or my performance. This means I can leave the Company at any time with or without notice and with or without cause, and the Company has the same right to end my employment at any time without notice and without cause if it acts lawfully.
- * I understand that this Handbook is a not a contract of employment and that no circumstances arising out of my employment can alter my “at-will” employment relationship unless a document specifically entitled “Employment Agreement” is set forth in writing and personally signed by the President or Chairman of the Company and me. I agree that no employee or officer of the Company other than the President or Chairman has the authority to change my status as an at-will employee.
- * I am aware that during my employment confidential information may be made available to me. I understand that this information is critical to the success of the Company and must not be disclosed or used outside of the Company’s premises or with non-employees. I agree that I may be held liable for damages resulting from my disclosure or unauthorized use of such information. If my employment is terminated, no matter how the termination is caused, I hereby agree not to use, utilize, or disclose this information with or to any other individual or company.
- * I understand that the Company has adopted the Non-Harassment/Non-Discrimination Policy contained herein, and I agree to abide by its terms.
- * I also understand that the Company has adopted a Dispute Resolution Program, and I agree to abide by its terms.
- * I understand that my signature below indicates that I have read, understand, and agree to the above statements and have received a copy of the Company’s Employee Handbook.

Employee’s Printed Name

Employee’s Signature

Date

[Retain Copy in Personnel File]

