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Andrews-Cooper Technology, Inc.

Employee Handbook

Andrews-Cooper Technology, Inc.
Employee Handbook v.1.0
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Company Confidential

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1 INTRODUCTION

1.1 WELCOME TO ANDREWS-COOPER TECHNOLOGY, INC.

Thank you for joining Andrews-Cooper! We look forward to the great contribution you will make to the success of the company, and we also want your employment with us to be personally and professionally rewarding. We hope you will find satisfaction in your job and take pride in your work.

Christoph Mack
Chief Executive Officer

Neal Andrews
Co-Founder

Steve Cooper
Co-Founder

1.2 MISSION STATEMENT

Andrews-Cooper strives to be our clients' preferred provider of automation and product design solutions, delivering exceptional engineering built on trusted relationships and uncompromising integrity.

1.3 EMPLOYEE HANDBOOK

This Employee Handbook ("Handbook") summarizes the personnel policies of Andrews Cooper Technology, Inc. ("A-C"). It applies to all employees and supersedes all previous employment policies, written and oral, expressed and implied. Terms commonly used in the Handbook include "A-C", meaning Andrews-Cooper, "you" meaning the employee, "employees" meaning your co-workers, and "CEO" meaning the Chief Executive Officer of A-C. Certain sections of this handbook apply to customers, suppliers, and independent contractors. Compliance with these policies is required, and you are required to acknowledge that you have received this Handbook. In addition to the information contained in this Handbook, managers and officers of A-C must comply with additional policies regarding hiring and managing employees. If you have any questions about how to interpret this Handbook, please consult your manager.

1.4 CHANGES IN POLICY

Since our business is constantly changing, A-C will revise this Handbook and make updates available to you from time to time. No oral statements or representations can in any way alter the provisions of this Handbook.

1.5 EMPLOYMENT-AT-WILL

Employment with A-C is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, A-C is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice. Nothing in this Handbook will limit the right of

either party to terminate an at-will employment nor does it limit management's discretion to make personnel decisions.

2 EMPLOYMENT POLICIES

2.1 EMPLOYEE CLASSIFICATIONS

The following terms are used to describe employees and their employment status:

Exempt Employees - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and the applicable state laws of Oregon and other states where A-C conducts operations. Exempt employees are generally engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary, or are commissioned sales employees. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees - Employees whose positions do not meet specific tests established by the FLSA and applicable state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the local minimum wage per hour and a premium for overtime.

Full-Time Employees - Employees regularly scheduled to work 30 or more hours per work week.

Part-Time Employees - Employees regularly scheduled to work less than 29 hours per work week.

Temporary Employees - Employees who are hired on an interim basis to temporarily supplement the workforce or to assist in the completion of a specific project. Temporary employees retain that status unless and until a change is confirmed in writing.

Independent Contractor or Consultant - These individuals are not employees of A-C and may be self-employed or provide services through a corporation, LLC, or other entity. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

2.2 EQUAL EMPLOYMENT OPPORTUNITY & AMERICANS WITH DISABILITIES ACT.

It is the policy of A-C to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

A-C expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, A-C will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on A-C's operations. If you desire a religious accommodation, you must make the request in writing to your manager as far in advance as possible.

In compliance with the Americans with Disabilities Act (ADA), A-C provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. A-C may require medical certification of both the disability and the need for accommodation. A-C can only seek to accommodate the known limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward to discuss a possible accommodation.

2.3 CONFIDENTIALITY, PROPRIETARY INFORMATION, AND INTELLECTUAL PROPERTY

In the course of your employment with A-C, you may have access to “Confidential Information” of A-C and its customers. This information may include what is commonly known as Intellectual Property “IP”. A-C strives to provide an environment that encourages the creation of IP, and is also required to protect existing IP. Therefore, all employees, as a condition of employment, must abide by A C’s “PIIA” (Proprietary Information and Inventions Agreement). This Agreement governs all types of IP including, but not limited to, inventions, discoveries, trade secrets, trade and service marks, software and writing, as well as any other forms of IP regardless of whether they may be protected by patent, copyright, trademark, trade secret or other law. The Agreement that governs your responsibilities may vary depending on your job title and your work location.

2.4 AUTHORITY TO ACT ON BEHALF OF THE COMPANY

While you as an employee always represent A-C with your words and actions, you do not have the authority to bind A-C to an oral or written contract unless this authority is expressly granted to you in writing by an officer of the company. In dealing with customers and suppliers you must be careful not to give the impression or represent that you have authority to bind the company, unless such authority is clearly granted to you by an officer of the company.

Examples of documents or actions needing approval include but are not limited to:

- a. NDA (Non-Disclosure Agreement) or CDA (Confidential Disclosure Agreement) governing an exchange of information about a project or proposed project. These documents must be reviewed carefully and may only be signed by a General Manager or an officer of the company.
- b. MSA (Master Service Agreement) governing a relationship with a customer may only be signed by the CEO.

- c. Any customer pricing arrangements (i.e. proposal), must be approved by a General Manager, who must also obtain CEO approval if pricing arrangements fall outside of certain guidelines.
- d. Any purchase of materials or supplier services which is outside the scope and cost parameters of an approved contract.

Please refer any questions to your manager.

2.5 PERSONNEL RECORDS

A-C maintains personnel files and payroll records for each employee, which are the property of A-C. These records are confidential and access is restricted to only those who have a legitimate reason to view them. A-C will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. A-C will also, with your written authorization, provide information as needed for credit or employment verification.

You may contact your manager to request a time to review your own records during regular business hours and you also have the right to obtain a copy. You may add your comments to any disputed item in the files.

If at any time A-C determines that documents required to be in your personnel file are not in the file for any reason, A-C may request you to provide or complete these documents, and you must comply within a reasonable amount of time.

2.6 EMPLOYEE REFERENCES

It is A-C's policy to verify dates of employment, position, and reason for leaving. If you are asked to provide a reference regarding a current or former employee, you should refer these requests to the Vice President of Finance and Administration.

2.7 COMPANY PROPERTY

Buildings, offices, furniture, A-C owned vehicles, and other A-C owned equipment are the property of A-C, and are intended for business use. A-C reserves the right to inspect or search A-C Property when it has reasonable cause to do so. Reasonable cause includes but is not limited to emergencies, suspected safety hazards or evidence of illegal acts on A-C Property. A-C reserves the right to bar persons from entering an A-C facility when it has reasonable cause to do so.

2.8 IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act of 1986, each employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three business

days of date of hire. Former employees who are rehired may also be required complete an I-9 form.

2.9 POLITICAL NEUTRALITY

A-C recognizes that participation in the political process is an important part of the freedoms we enjoy in the United States. A-C will not discriminate against any employee because of identification with and support of any lawful political activity. If you engage in political activity, you should always make it clear that your actions and opinions are your own and do not represent A-C.

3 HOURS OF OPERATION AND PAYROLL PRACTICES

3.1 FLEXIBLE WORK HOURS

We respect the personal lives and obligations of our employees. With the approval of your manager, flexible start/finish and times may be allowed, generally beginning at 6:00 AM to 10:00 AM as long as customer and other business needs are met.

3.2 PAY PERIODS AND PAYDAYS

Employees are paid on a biweekly basis by direct deposit. If the regular payday falls on a Company holiday, employees will be paid on the last business day before the holiday.

3.3 OVERTIME

Nonexempt employees will be paid overtime in accordance with federal and applicable state law. All overtime work by non-exempt employees, where reasonably foreseeable, require prior authorization. Only hours actually worked will be used to calculate overtime pay.

3.4 TIME REPORTING

All employees are required to keep an accurate and complete record of their attendance and hours worked and to record this time weekly using the A-C time reporting systems. Time records of all employees are official business records and may not be altered without the employee's manager's approval and may not be falsified in any way. Time records of non-exempt employees are used in the calculation of hours worked for pay and overtime purposes. In all cases, it important that we ensure that our customers are realizing value from the time and effort we provide them. If there is ever a question about whether or not a particular block of time should be billed to the customer, ask your manager for guidance.

3.5 GENERALLY BILLABLE TIME

A-C provides high-value services benefitting our clients. We are required to accurately report time worked on various projects. Each employee must report his or her time accurately on a weekly basis for client billing and administrative analysis. Amounts to be reported as Billable Time include:

- a. All work that is directly related to a project, regardless of where the work is done (on-site, off-site, home).
- b. Work related meetings and calls with the customer and the activities related to coordinating, preparing for and organizing such meetings.
- c. Ad-hoc consultations with customers and A-C employees that are related to the work A-C is doing for the customer.
- d. Daily project planning and goal setting as it pertains to customer projects such as 15 minutes spent each morning mapping out a strategy for attacking your projects.
- e. Customer-required training, i.e. on-site safety, evacuation, quality, and/or processes.

- f. Short breaks (< 15 minutes) during or between projects if you are still thinking about and processing aspects of the customer project.
- g. Tracking down a customer for signatures, approvals and other project related activities.
- h. Meals with a customer where work is being done or projects are discussed.
- i. Travel between a customer to a vendor for parts or materials.

3.6 GENERALLY NON-BILLABLE TIME

- a. Internal A-C staff meetings and training.
- b. Travel to a new target customer for the purpose of assisting with a sales call.
- c. Your daily commuting time to and from the office or a customer. Exceptions may apply.

3.7 PAYROLL DEDUCTIONS

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions may be made for such items as: Federal and State Income Tax Withholding, Social Security, Medicare, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to the Payroll department.

3.8 WAGE GARNISHMENT

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Should A-C receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment.

4 STANDARDS OF CONDUCT AND EMPLOYEE PERFORMANCE

4.1 ANTI- HARASSMENT AND DISCRIMINATION

A-C is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contractor, customer, vendor or anyone else who does business with A-C will not be tolerated. Any employee or contractor who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom A-C does business engages in unlawful harassment or discrimination, A-C will take appropriate corrective action.

4.1.1 Prohibited Conduct

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected class if:

- a. submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, lewd, vulgar or obscene remarks, jokes, posters or cartoons, any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination include racial epithets, slurs, derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. All such harassment is prohibited regardless of whether effected orally, verbally, graphically, in person, or through the use of electronic communications system, or other on-line conduct.

4.1.2 Reporting Procedure

Employees or contractors who feel that they have been harassed or discriminated against by an employee, contractor, customer, vendor or anyone else who does business with A-C, should communicate to the offending party that the behavior is unwelcome, and if the unwelcome behavior continues, you are encouraged to report the conduct to your manager, or the CEO. Do not allow an inappropriate situation to continue by not addressing it. No employee or contractor is exempt from this policy.

A-C takes all such reports seriously. A-C will investigate each and take appropriate action. Through the course of the investigation, information will be shared only with those who have a need to know about it. Depending on the circumstances, that could include the alleged offender. However, absolute confidentiality is not promised nor can it be assured. To the extent that an employee or contractor is not satisfied with A-C's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

4.2 ATTENDANCE

Punctuality and regular attendance are essential to the success of A-C. If you are unable to report to work (or to report to work on time in accordance with Section 3.1 of this Handbook) or must leave early for any reason, you should notify your manager. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination.

4.3 PERFORMANCE EVALUATION

You will be evaluated with respect to the specific job that you are performing, and you may receive specific objectives on an annual basis or from time to time as business conditions dictate. To ensure that your performance and personal development are aligned with the needs of A-C, you may receive an annual performance review.

4.4 STANDARDS OF CONDUCT

A-C is committed to maintaining a respectful, professional, and ethical work environment for all employees. The following behaviors are inconsistent with A-C's values. Employees exhibiting these behaviors may be subject to disciplinary action, including but not limited to verbal counseling, written warnings, suspension, up to and including termination of employment. At any time A-C determines it is appropriate, an employee may be terminated immediately.

- a. Dishonesty
- b. Threats or acts of violence against any persons on A-C property, or failure to report them
- c. Falsification of Company records
- d. Unauthorized use or possession of property that belongs to A-C, or a co-worker
- e. Possession of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials
- f. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, or other disorderly conduct that may endanger others or damage property
- g. Insubordination, failure to perform assigned duties or failure to comply with A-C's health, safety or other rules
- h. Unauthorized or careless use of A-C's materials, equipment or property
- i. Unauthorized and/or excessive absenteeism or tardiness
- j. Unprofessional conduct, or conduct improper for the workplace
- k. Sexual or other illegal harassment or discrimination

- l. Unauthorized use or disclosure of A-C's or A-C's clients' confidential information
- m. Violation of any Company policy or Code of Ethical Conduct

4.5 DRESS CODE

Your appearance should show discretion, good taste, and appropriateness for the safe performance of your job. If you have a sincerely held religious belief requiring specific wardrobe or grooming, A-C may grant you reasonable accommodation providing it does not cause undue hardship to A-C.

4.6 SAFETY

A-C is committed to providing a safe workplace. Accordingly, A-C emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner, including compliance with any posted signs or guidelines located on A-C or customer premises. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

4.7 SUBSTANCE ABUSE

A-C is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, A-C maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. No employee may consume or possess alcohol or marijuana, or use, possess, sell, purchase or transfer illegal drugs or illegally obtained drugs at any time while on A-C's premises or while using A-C vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs, marijuana or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated, however he/she may still be subject to disciplinary action for violation of this policy.

4.8 INTERNET, EMAIL AND COMPUTER USE POLICY

A-C uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, text message, Internet, and cell phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of A-C and are to be used primarily for Company business. Limited personal use, consistent with standards of conduct

noted in this Handbook, is allowed. Excessive personal use which interferes with your job performance or causes undue disruption to other employees, is expressly prohibited. The following rules apply to all forms of electronic communication. The list is not exhaustive and A-C may implement additional rules from time to time.

- a. Electronic communication may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of A-C. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination.
- b. A-C reserves the right to access, review and monitor the use of electronic communications to ensure that no violation of Company policy or any law occurs. All such information may be used and/or disclosed to others in accordance with business needs and the law.
- c. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by A-C management. No employee may install or use anonymous e-mail transmission programs or unauthorized encryption of communications.
- d. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook.
- e. Access to the Internet, websites, and other types of Company-paid computer access are to be used primarily for Company-related business. Any information about A-C, its products or services, or other types of information that will appear in the electronic media about A-C must be approved by an authorized A-C manager before the information is placed on any electronic information resource that is accessible to others.

4.9 SOCIAL MEDIA POLICY

A-C recognizes the importance of social media to our employees in networking and connecting with others, and its use in promoting A-C. Social media as it applies to this Handbook includes but is not limited to sites or applications such as: LinkedIn, Facebook, Twitter, and Snapchat. A-C does not wish to infringe upon your personal interaction or commentary using social media, however, you should always make it clear that your actions and opinions are your own and do not represent A-C. Unless you have prior authorization from your manager, you are not authorized to speak on behalf of A-C, or represent that you do so. The rules and guidelines noted in this Handbook regarding confidentiality, standards of conduct, and ethical behavior apply in all cases.

4.10 CELL PHONE POLICY

Employees should use good judgment and consideration when using personal cell phones or other devices such as tablets because they can interfere with work and be disruptive to others. A-C may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, and strive to maintain the confidentiality of any private or confidential business information.

4.11 CODE OF ETHICAL CONDUCT

The long-term success of A-C depends upon maintaining a reputation for honesty, fair dealings, ethical behavior, and compliance with laws and regulations. Many of our customers have similar standards of behavior, and as a condition of doing business with them, may require A-C to certify that we have a clearly outlined Code of Ethical Conduct which addresses specific points they have identified. While ethics cannot be easily defined by written policies, we have outlined the following basic tenets to guide our overall behavior in a rapidly changing world.

4.11.1 Conflicts of Interest

Business decisions and actions must be based on the best interests of A-C. A conflict of interest can arise when you take an action or have interests, financial or otherwise, that may interfere with your ability to perform your work for A-C objectively and effectively. If you have a business relationship with a potential or existing supplier, customer or competitor you should disclose this relationship to your manager prior to making any decision which might affect A-C.

4.11.2 Insider Trading Policy

Insider trading laws prohibit persons from trading in securities on the basis of non-public, material information, or passing on such information to others. You must not use confidential information obtained in your employment for the personal benefit of yourself or others.

4.11.3 Environmental Compliance, Health & Safety

A-C is committed to doing business in an environmentally responsible manner. We seek to take care of the environment. All employees are responsible for ensuring that our business is conducted in compliance with applicable laws and in a manner that is protective of the environment. Employees are required to notify management if hazardous materials are improperly handled or discarded.

4.11.4 Fair Competition

We should each strive to deal fairly with A-C's customers, suppliers, competitors and employees. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice. Stealing proprietary information or obtaining trade secret information without consent is prohibited.

4.11.5 Records and Record-Keeping

A-C requires honest and accurate recording and reporting of information in order to make responsible business decisions. All of the company's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the company's transactions and must conform both to applicable legal requirements and to the company's internal policies.

4.11.6 Gifts and Entertainment

A-C is committed to a high standard of ethical conduct and chooses to avoid even the appearance of impropriety. Accordingly, we may engage in entertainment of moderate value assuming a definite business purpose is being served. We may give or receive promotional items or gifts of up to \$100 in value. Individual gifts above this amount should not be made or accepted unless failure to accept would clearly offend the donor, and should be reported to your manager and the CEO.

A-C may deal with customers and suppliers outside the United States, and in some cases the customs and practices may differ from those in the United States. In these matters you should consult with your manager or the CEO before giving or accepting any gift.

4.12 SEPARATION FROM EMPLOYMENT

An employee may be separated from employment for any reason, including such as voluntarily; by retirement; resignation; involuntary due to discipline or performance reasons; lack of work or business reorganizations.

A-C requests a respectful/industry standard 2-weeks' notice upon a resignation of employment in order to maintain smooth and continuous operations.

If an employee resigns, but works and gives 4-weeks' notice (160 work hours) before exiting the company, A-C will bonus the employee \$2,000.00 within 30 days of the employee's departure. To be eligible for this benefit you must

Eligibility

- Receive approval from the general manager to receive this bonus.
- Have been employed with the company for at least 6-months.
- Be a full-time, regular employee (temporary employees and interns are not eligible for this benefit).
- \$2,000.00 benefit will be paid out within 30 days upon exit from A-C.
- Employees are only eligible for this exit bonus once. Rehires are not eligible for a bonus upon rejoining and leaving the company.

4.12.1 Exit Interviews

Management and HR may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about A-C. During the exit interview, you can provide insights into areas for improvement for A-C and your specific position.

4.12.2 Return of Company Property

Any property issued to you by A-C, such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes or credit card(s) must be returned at the time of your termination. You will be financially responsible for any lost or damaged items.

5 TRAVEL POLICY

5.1 OVERVIEW

Achieving our A-C Mission requires us to travel from time to time. When traveling, A-C is committed to conducting business professionally; traveling at a reasonable cost, whether borne by the client or by A-C; and providing you reasonable flexibility to minimize personal inconvenience. We wish you a productive and enjoyable trip!

5.2 APPROVAL

Before commencing Extended travel on A-C business you should receive approval from your manager, and in the event travel is to be billed to a customer, the Project Manager for the project to which the travel expenses will be billed. Extended travel includes air travel and/or overnight stays. Local travel such as driving to customer meeting and returning the same day is to be at the discretion of the Project Manager.

5.3 CUSTOMER TRAVEL POLICIES

Our customers may have supplier travel policies which may mandate booking method, preferred suppliers and rates. Consult with your General Manager and/or Project Manager to determine if any restrictions apply.

5.4 AIR TRAVEL

You should book your own air travel on a travel site such as Kayak, Orbitz, or Expedia or an appropriate airline website. All travel is Economy unless approved by the CEO or your General Manager. Economy Plus and exit row seats when offered for an additional fee are permissible for longer flights (2+ hours) to allow working on the plane and added comfort.

While some travel must be done on short notice, you should attempt to book airfares at least 7 days before the trip to obtain best fares and seat availability.

5.5 HOTELS

Hotels should be mid-class (Comfort Inn, Holiday Inn Express, Days Inn, Fairfield Suites, etc.) where available, and booked with the hotel chain directly or through a travel site. Be aware that the customer may have a preferred rate and that chain and rate code should be used. Hotels.com and Priceline may also provide attractive deals if you are staying in a downtown location.

5.6 RENTAL CARS

Rental cars may be booked as a package deal with airfare or directly with the car company. Cars should be booked in Compact class, unless more two or more employees are traveling together and/or you are carrying tools and equipment and a Standard or Full Size car is appropriate. You may use any reputable rental car company which is most convenient depending on the airport and the pricing promotions in place from time to time.

You should decline the CDW (Collision Damage Waiver) and choose the option to return the car with a full tank. While in rare cases you may not be able to refill due to a meeting running late, please make a reasonable effort to fill the tank yourself near the airport as this represents a considerable savings for A-C and our customers.

5.7 OTHER GROUND TRANSPORTATION

Make reasonable efforts to use free airport shuttles and subways. Use only authorized taxis or livery services.

5.8 PERSONAL AUTO

You may use your personal car for company business provided you have current insurance with liability limits of at least \$500,000. Upon submission of necessary documentation, you will be reimbursed for all tolls, parking, and mileage at the IRS approved rate, which is updated annually.

5.9 SAFETY

Whether in a rented or personal car, you must comply with all local laws, obey speed limits, and avoid distracted driving. You should always be aware of local laws related to texting, cell phone use, and blood alcohol levels. This is especially true when driving internationally. A-C will not be responsible for speeding or traffic fines, or damage to your or other vehicles, property or individuals caused by reckless driving.

5.10 BUSINESS MEALS

Business meals are defined as follows:

- a. You are out of town by yourself, with other A-C employees or contractor, and/or with A-C customers or partners
- b. You are in-town hosting customers or business partners
- c. At the discretion of your General Manager or CEO, in-town meals with A-C employees where specific company business is discussed in connection with the meal.

The cost of business meals should be reasonable given the locale. As a general guideline, the Internal Revenue Service publishes daily meal cost guidelines of \$56 to \$71 per day per person. For group meals, the Manager or most senior A-C employee present should pay the bill.

5.11 TIPS & GRATUITIES

Reasonable and customary tips for meals, taxis, baggage handlers, etc. are allowable.

5.12 COMBINED PERSONAL AND BUSINESS TRIP

You are allowed to extend a business trip to cover extra days or a weekend layover upon approval of your manager. Extra hotel nights, meals, and other local expenses while not at

work will be at your expense. If the personal portion of the trip is on regular workdays you should report this as PTO time.

If the cost of air travel is significantly less by traveling on a weekend, (e.g. covering an extra day living expenses), you may spend a weekend night and include those expenses as business expenses.

Use good judgment if the customer is aware of any layover, or is included in a weekend social activity, so as not to create the false impression that the customer might be paying for this portion of the trip.

5.13 INTERNATIONAL TRAVEL

International travel must be approved in writing by your General Manager, CEO, and the customer if applicable, before the trip.

Reasonable currency exchange fees and credit card transaction fees are reimbursable. We recommend you notify your credit card company and your bank of an international trip in advance to avoid blockage of your credit card or ATM. For expense reporting, all cash transactions should be translated at the rate on the currency exchange and credit card transactions at the actual rate on the credit card.

If you are unfamiliar with the area, a pre-arranged pickup at the airport is recommended. International cell phone costs are expensive and may require special arrangements. Consult with your manager regarding the best options to manage this cost. A-C also requires current copies of your passport and visas to be maintained on file. These may come in handy if your original documentation is lost or unavailable.

5.14 TRAVEL ADVANCES

Travel advances require CEO approval and, if granted, must be cleared within 30 days.

5.15 PAYMENT RESPONSIBILITY AND DOCUMENTATION

You may use your personal credit card or cash. A-C may issue a company credit card to some travelers.

To receive reimbursement for travel expenses, you must complete an A-C expense report and provide adequate documentation which meets IRS guidelines. Adequate documentation includes:

- a. All hotel, air, taxi, airport parking and train receipts
- b. All meal and bar receipts over \$75, clearly noting the names of all present, and the business purpose of the event (i.e. discuss planning, delivery, staffing, etc.)
- c. For a combined business and personal trip, a calculation of the business portion of the total receipt and the amount claimed

To allow proper recording of A-C financial records and customer billing expenses should be submitted as soon as possible upon completion of the trip, and whenever possible within 7 days.

5.16 SUBJECT TO REVIEW

All expense reports are subject to review by A-C management to ensure compliance with the law and this policy. You may be asked to submit additional documentation to process an approval. When a company credit card is used, A-C reserves the right to reject undocumented expenses, revoke the card, and seek reimbursement from travelers, up to and including payroll deductions.

As a practical matter, you should resolve any questions with your manager or A-C Accounting as soon as you become aware of an issue.

6 EMPLOYEE BENEFITS

6.1 OVERVIEW

In order to attract and retain a highly talented team to fulfill its corporate mission, A-C offers various benefits to our employees. Depending on the terms of your employment, you may be eligible for some or all of the benefits contained in this section. This Handbook does not contain the complete terms and/or conditions of A-C's benefit plans, which may change from time to time, and is intended only to provide general explanations. For additional information regarding any of the employee benefits and services described in this section, employees should contact their manager and consult detailed plan documents.

6.2 INSURANCE PLANS

A-C offers a comprehensive program of health, dental, vision, and disability insurance plans, to all full time regular employees. These plans may change from time to time, and may vary by state of operation. The details of these plans, which may require enrollment, are contained in separate documents.

6.3 401(k) RETIREMENT PLAN

A-C offers a 401(k) plan to all eligible employees. This plan allows eligible employees to contribute a portion of their pay to the plan pre-tax. In addition, A-C makes a Safe Harbor contribution to your 401(k) for all eligible employees regardless of whether the employee contributes. This amount is generally 3% of an employee's base salary. This offering is subject to governmental and tax laws applicable to 401(k) offerings. Further, it is subject to the elections selected by A-C management when the 401(k) was established. Because the law is very specific regarding access to the funds deposited to a 401(k), you are encouraged to carefully review these before you chose to contribute.

A-C 401k plan doesn't go into effect until after 6-months of full-time employment. Once an employee is eligible for A-C 401k, The Director of Operations will reach out to you directly and assist in any additions or adjustments to your plan. No updates can be made to your 401k plan directly. All changes must go through Charmaine Cooper.

6.4 EMPLOYEE RECRUITING INCENTIVE

A-C strives to hire the very best people to represent the Company. Employees are encouraged to network with qualified professionals and if any of these individuals are interested in joining A-C, to present them for current or future consideration.

At times A-C may have immediate and important personnel needs and must fill these positions quickly. In those cases, we may provide an Employee Recruiting Incentive Plan to quickly identify potential employees and accelerate the hiring timeline. At the sole discretion of A-C,

specific positions may be made eligible for the Plan. The specifics of the Plan will be announced when the need arises.

A-C Leadership will review employee placement referrals and take them into account during annual performance reviews and bonuses.

Please note for general reference that soliciting the employees of our current customers, past customers, and business partners may be contractually prohibited, and may pose significant customer management challenges. Employees must not solicit the employees of current or past customers or business partners without first discussing with your GM or member of the Leadership Team. Should an employee of a previously mentioned organization approach you, once again please consult with your GM or member of the Leadership Team for guidance.

6.5 EMPLOYEE EDUCATIONAL ASSISTANCE

A-C believes that education is a key part of an employee's professional development. Well-educated employees with up-to-date professional skills provide the best benefits to our customers, and we encourage ongoing professional development. In cases where an eligible full time regular employee wishes to improve his or her professional skills, A-C may provide financial assistance.

Educational assistance, if requested, must be part of a development plan approved by the employee and his or her manager. Eligible courses may be conducted through traditional classwork or on-line and should generally be scheduled not to interfere with the employee's regular work or client obligations. While A-C will grant reasonable accommodation to the employee's course requirements, it is the responsibility of the employee to ensure his or her assigned client and project needs are met during the period of the education program.

On a case-by-case basis and where A-C determines that a course is reasonable and job-related, A-C will reimburse 50% of the qualifying expenses (tuition, books, and certain school fees provided an acceptable grade is achieved, specifically at least a 3.0 on a 4.0 scale, or a "Pass" on a "Pass/Fail" grading system). The maximum reimbursement amount per calendar year is \$5,250. In accordance with guidelines published by the Internal Revenue Service, this reimbursement is not taxable to the employee.

To participate in the Employee Educational Assistance program, the employee must submit an Educational Assistance Request and received A-C approval from the site General Manager and the Vice President Finance and Administration prior to the start date of the course. To obtain reimbursement, the employee must submit an Educational Assistance Reimbursement Request together with supporting documentation (receipts, grade report, etc.) within 30 days of completion of the eligible course or issuance of grades whichever is longer.

In the event that an employee leaves A-C voluntarily within twelve (12) months of receiving educational assistance reimbursement, A-C is entitled to a reimbursement of any amounts paid, and may seek reimbursement, up to and including deductions from wage payments.

6.6 EMPLOYEE RECOGNITION

At A-C we highly value our employees and the extraordinary efforts and sacrifices that they make in order to achieve objectives. A-C's managers are encouraged to recognize employees for demonstrations of exceptional effort, technical prowess, dedication, personal sacrifice, or when other similar traits are displayed in the best interests of our customers, company or fellow employees.

Employee recognition may be monetary, non-monetary, or both. Each employee should be aware that a monetary award may be subject to taxes.

6.7 WORKER'S COMPENSATION

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. If you have been injured at work or believe that you may have a work-related injury or illness, you should first seek medical assistance, and as soon as possible contact your manager. Your manager can provide you with information to understand the respective obligations and reporting requirements of A-C, you, and your health care providers.

7 EMPLOYEE LEAVES OF ABSENCE AND TIME OFF

7.1 OVERVIEW

While regular attendance is crucial to maintain business operations, A-C provides its employees with paid holidays and Paid Time Off (PTO). A-C recognizes that employees may need additional time off from work and has a number of types of leaves of absence described below. For all planned time off, you must inform and may be required to obtain prior approval from your manager. If, during a leave, you accept another job, engage in other employment or consulting outside of A-C, or apply for unemployment insurance benefits, you may be considered to have voluntarily resigned from employment with A-C.

All requests for a leave of absence will be evaluated relative to their effect on A-C client commitments and may be approved, modified, extended or denied by A-C management in its sole discretion unless otherwise required by law. The employee may be required to provide A-C with a certification from his or her health care provider to support a leave or an extension of a leave for medical reasons. Failure to provide the required certification to A-C in a timely manner may result in delay or denial of leave.

While A-C will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2 PAID TIME OFF

A-C's Paid Time Off (PTO) policy provides paid time off from work that can be used for vacation, absence due to illness, or personal business that requires time away from work. Except for an emergency or illness, all PTO must be requested and scheduled in advance and is subject to the approval of your manager.

All regular full-time employees become eligible to accrue PTO starting in the first full pay period worked. The amount of PTO each employee may accrue depends on the length of service with A-C as indicated in the table below.

A-C recognizes that there might be circumstances where you need to take time off in excess of the amount of PTO you have accrued to date. With prior manager approval, you may either take time off without pay or borrow against your PTO accrual within the current year.

The following schedule shows the PTO hours earned in each pay period for employees who work 40 hours a week:

Years of Service Completed	Bi-Weekly Pay Period Accrual Rate in Hours	Yearly Accrual Rate in Days	Maximum Carryover Days
Less than 1 Year	4.615	15	15
1 Year	4.923	16	16
2 Years	5.230	17	17
3 Years	5.538	18	18
4 Years	5.846	19	19
5 Years	6.153	20	20
6 Years	6.307	20.5	20.5
7 Years	6.461	21	21
8 Years	6.615	21.5	21.5
9 Years	6.769	22	22
10 Years	6.923	22.5	22.5
11 Years	7.076	23	23
12 Years	7.230	23.5	23.5
13 Years	7.384	24	24
14 Years	7.538	24.5	24.5
15 Years and more	7.692	25	25

A-C values a healthy work-life balance for its employees and encourages you to take the PTO you have earned each year. In the event you are unable to use all your allowed PTO, you may carry forward into the next calendar year unused days of up to the current year allowance (see preceding table – Maximum Carryover Days). Any days not taken in excess of the current year carryover allowance will be forfeited.

Upon termination of employment, accrued but unused PTO in compliance with this policy will be paid out.

Employees regularly scheduled to work less than 40 hours per week accrue PTO on a prorated basis. For example, an employee regularly scheduled to work 35 hours per week would earn PTO at 87.5 percent of the rate of a full-time employee with the same number of years of service.

Each employee has the personal responsibility to track and manage their own PTO account. An employee's role in managing their PTO includes:

- Obtaining prior approval from your manager for planned PTO
- Correctly entering PTO taken into BillQuick each week
- Planning vacation time to fit within allotted PTO budget (unless your manager has approved otherwise)

- Reserving some amount of time for unexpected life events and illnesses

Employees can find their personal PTO budget and usage on their bi-weekly pay statements.

Paid Holidays (Selected by A-C, 9 per year):

An A-C Holiday Calendar will be provided at the beginning of each year. Holidays are recorded in BillQuick under the heading of 'HOL' and are entered as 8 hours. Holidays are to be taken on their scheduled date or they are lost.

Floating Holiday (Selected by Employee, 1 per year):

Every employee is allocated a floating holiday. This is a day that can be selected by the employee as a day off. Your floating holiday is to be recorded in WebSuite under the heading of *Float Holiday* and is entered as 8 hours. Employees must notify their manager in advance as to when they intend to take this day off. Floating holidays cannot be carried over from one calendar year to the next. If a floating holiday is not used by the end of the calendar year, it is forfeited. New employees are not eligible for the Floating Holiday until after 6-months of employment with A-C.

If the holiday schedule of the client worksite differs from A-C, and a client holiday occurs on a day that is a scheduled A-C workday, A-C will first attempt to arrange appropriate work for the employee at an A-C office. If no other work is available, the employee may use a PTO day to cover this absence.

Leave without Pay (LP):

On occasion, employees may choose to take Leave without Pay. LP must be pre-approved by an employee's manager. In most cases, employees are required to take PTO before taking Leave without Pay. Leave without Pay is to be recorded in WebSuite under the heading of *Unpaid Leave*.

Oregon Sick Time Law (Part-time Employees ONLY):

Part-time employees begin accruing sick time on the first day of employment and earn one (1) hour of sick time for every 30 hours worked or 1 1/3 hours for every 40 hours worked. Part-time employees may use accrued sick time on the 91st calendar day of employment and may use sick time as it is accrued. Part-time employees may carry over up to 40 hours of unused sick time from one year to the next. This policy only covers employees not already accruing PTO.

Washington Sick Time Law (Part-time Employees ONLY):

Part-time employees begin accruing sick time on the first day of employment and earn one (1) hour of sick time for every 40 hours worked. Part-time employees may use accrued sick time on the 90th calendar day of employment and may use sick time as it is accrued. Part-time employees may carry over up to 40 hours of unused sick time from one year to the next. This policy only covers employees not already accruing PTO.

7.3 COMMUNITY SERVICE

A-C recognizes it is our responsibility as a good corporate citizen to help enrich our surrounding communities of residence and work. We encourage our employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within these communities. A-C will support up to 8 hours of paid community service hours for eligible employees per year.

Volunteering should not conflict with the peak work schedule and other work-related responsibilities, create need for overtime or cause conflicts with other employees' schedules.

Employee Eligibility

- All full-time employees are eligible.
- Interested employees should meet with their managers to discuss their volunteer choice, schedule and to receive approval.

Organization Eligibility - community service opportunities fall into three categories:

- Personal interest programs are those programs whose goals are considered strategically relevant to the mission of the company, but may not be company-funded.
- Corporate-sponsored programs are those programs whose goals are considered of strategic importance to the company and for which the company has provided funding.
- Volunteer time for an independent group, school, non-profit, religious or organization.

7.4 SCHEDULED SITE CLOSURES

From time to time, AC employees may be subjected to scheduled site closures. These closures may occur at year end, during summer vacation months, or other periods, and may affect employees who work at A-C, or customer facilities. Unless prior arrangements are made with your GM, employees must take PTO during these closures.

7.5 UNSCHEDULED SITE CLOSURES

In the event of inclement weather, you should prioritize your safety if you believe you are not able to safely arrive at your work facility, or you believe you should leave early. Each employee's commute, family situation and ability to productively work from home is different.

In the event of severe weather, your General Manager may decide to close the worksite, in which case an e-mail announcement will be sent to any affected employees. Unless prior arrangements are made with your GM, employees must take PTO during these closures. Any unscheduled site closures that are not weather related will be handled on a case-by-case basis.

Client Plant Closure:

Weather related and other *Client Closures* may affect your ability to work. In the event of a closure or delay, please check in with your manager.

Non-exempt employees who are unable to report to work, or report to work late because of weather conditions may use PTO or Unpaid Leave (if no PTO is available). Your *Client Closure* time is to be recorded in WebSuite under the heading of *Client Closure*.

Employees must notify their manager by 9:00 a.m. the day of the closure or delay.

7.6 JURY DUTY

A-C recognizes that jury duty is a civic responsibility of our employees. If you receive a summons, you may be requested to provide a copy to your manager.

A-C provides paid leave at your normal salary or hourly compensation while you are on jury duty for up to 5 days in a calendar year. No overtime payments, if you are eligible for overtime pay, are made during the time that you serve on a jury. At the end of the 5 days, you may use your accumulated PTO if you wish to continue to be paid while on jury duty. You may also take the additional jury duty time as an unpaid leave of absence. In no case will your employment be affected if you perform jury duty. Should you be dismissed during the day from jury service, you should report to for work for the remainder of the day if practical. If you are told that you do not need to report for jury duty on any day of your scheduled jury duty service, you are required to come to work.

If you are paid by the court to serve on a jury, you may keep the pay and are responsible for any taxes owed on this pay. If you take an unpaid leave of absence for jury duty, your benefits such as health care, dental, vision, and disability will be continued and the normal payments that you make will be deducted from your pay on your return from the unpaid leave. You should work closely with your manager to ensure that to the extent possible, your civic service does not adversely impact your customers and your coworkers.

7.7 BEREAVEMENT LEAVE

The loss of family members or other loved ones may be very stressful to employees and also require the employee to plan for and deal with numerous issues. A-C strives to support its employees during these difficult times and offers the following guidelines for bereavement leave:

- a) Up to 5 paid days off with the loss of an immediate family member: spouse and children (including step children)
- b) Up to 3 paid days off with the loss of an extended family member: grandparents, parents, and siblings (including in-laws)
- c) Up to 1 paid day off with the loss of any other loved one.

Report any such loss as soon possible to your manager and discuss the amount of time you need. A-C recognizes that each loss and its impact is different.

7.8 PAID LEAVE FOR MATERNITY AND PATERNITY

Maternity/Paternity leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with an adoption.

Maternity/Paternity leave is not charged against the employee's paid time off, and the amount of paid days received is two weeks. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Eligibility

- Eligible employees must meet the following criteria:
- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).
- Benefit must be used within 4 months of birth or adoption. Any unused paid parental leave will be forfeited after 4 months of birth/adoption.

If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay - not parental leave.

7.9 PREGNANCY DISABILITY LEAVE

Employees who become disabled as a result of pregnancy, childbirth, or a related medical condition may use their available PTO, and may then request an additional unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Leave provided for pregnancy disability is treated separately from leaves of absence as required by state family and medical leave laws noted below.

Employees who wish to take pregnancy disability leave must notify their manager of the estimated date and duration of the leave 90 days' notice (or as much notice as practicable if the leave is not foreseeable), and may be required to provide a medical certification of disability to A-C. Before returning to work, the employee may be requested to provide a medical certification that she is able to resume her original job duties.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request.

7.10 OREGON FAMILY LEAVE ACT (OFLA)

Under OFLA, an employee who has worked at least 25 hours per week for 6 months may qualify for unpaid state family and medical leave of 12 weeks per year for pregnancy/maternity, adoption, or childbirth. An additional 12 weeks of unpaid leave per year may be granted for an employee's or a family member's serious health condition, or to care for a child who has an illness, injury, or condition that requires home care.

7.11 MASSACHUSETTS MATERNITY AND PATERNITY LEAVE (MMLA)

Under MMLA, A-C may grant family unpaid leaves of absence to "eligible employees" for the birth of an employee's child; and the adoption of an employee's child, provided the child is under the age of eighteen (18) (or under the age of twenty-three (23) if such child is either mentally or physically disabled). An active full-time employee is eligible for up to eight (8) weeks of unpaid Massachusetts family leave for each qualifying reason under the MMLA, provided that on the date the employee requests leave, the employee has been employed by A-C for at least three (3) consecutive months.

If you believe you may be eligible and may need to take leave under MMLA, you should contact your manager to discuss the specific requirements of MMLA. A-C will, as such respective related duties and responsibilities are set forth under applicable law, comply with all applicable federal, state and local laws in administering this Policy.

7.12 MASSACHUSETTS EMPLOYEE LEAVE FOR CERTAIN FAMILY OBLIGATIONS

Any active full-time or part-time employee is eligible for unpaid Massachusetts leave for certain family obligations provided that on the date the employee requests leave; the employee has been employed by A-C for at least twelve (12) months; and has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

If you believe you may be eligible and may need to take leave under MMLA, you should contact your manager to discuss the specific requirements of the Act. A-C will, as such respective related duties and responsibilities are set forth under applicable law, comply with all applicable federal, state and local laws in administering this Policy.

7.13 WORKERS' COMPENSATION LEAVE

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided with unpaid leave for the period required.

7.14 MILITARY LEAVE

Unpaid Military leaves are available to eligible employees who enter the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the federal military forces. Such leave will be granted in accordance with state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law. The employee must provide advance notice of the need for leave whenever possible. The employee should give the employee's manager as much advance notice as possible to allow A-C to make arrangements to cover his or her position.

7.15 MILITARY FAMILY LEAVE

Employees with a spouse or registered domestic partner serving in the United States Armed Forces, National Guard or Reserves, may take up to ten (10) days of unpaid leave when their spouse or domestic partner is on a leave from deployment during a military conflict. In order to be eligible for this leave, the employee must work an average of at least 20 hours per week and have a spouse or domestic partner who is either (1) a member of the United States Armed Forces deployed during a military conflict to a designated combat theatre or combat zone; or (2) a member of the National Guard who has been deployed during a period of military conflict; or (3) a member of the Military Reserves who has been deployed during a period of military conflict. Eligible employees are required to notify A-C of their intention to take such leave within 2 days of receiving official notice that the spouse or domestic partner will be on a qualified leave and provide documentation certifying that the spouse or domestic partner will be on leave from deployment during the time the leave is requested.

7.16 SHORT-TERM DISABILITY

Beginning in 2015, A-C provides, as an employee benefit, a short-term disability plan to assist employees should they be injured and unable to report to work for up to ninety (90) days. The details of this benefit plan are available from your manager.

7.17 LONG-TERM DISABILITY

Beginning in 2015, A-C offers, as an employee benefit, a long-term disability plan to assist employees should they be injured or have an illness and be unable to report to work after the expiration of the ninety (90) days short-term disability policy. The details of this plan are available from your manager.

8 ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

Employee: _____

I acknowledge that I have been provided with a copy of the Andrews-Cooper Technology, Inc. (“A-C”) Employee Handbook, which contains important information on A-C's policies, procedures and benefits. I understand that I am responsible for familiarizing myself with the policies in this Handbook and agree to comply with all rules applicable to me.

I understand that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand that the employment relationship between A-C and me is at-will and can be terminated by A-C or me at any time, with or without cause or notice. Furthermore, A-C has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this Handbook is intended to modify A-C's policy of at-will employment.

I understand that as a convenience this Handbook contains high-level descriptions of several benefits and related plans, and that those plan are governed by specific plan documents and not this Handbook. If there is any conflict between this Handbook, and the plan documents, the latter is the definitive source.

I understand that A-C reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that A-C reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: _____ Date: _____