

Employee Handbook



**EULEN
AMERICA**

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On behalf of Eulen America and its subsidiaries, pioneers in outsourcing, Grupo EULEN remains at the forefront of the Facilities Management, Security, and Aviation industry thanks to the quality of its work and the commitment of its employees and managers.

We specialize in aviation services above and below the wing, including customer service, baggage handling, ramp services, cargo services, security services, and cabin services. Our team of experts manage the needs of leading airline carriers in multiple airports across the United States and Jamaica.

We are glad to have you as a member of our team. Your job is essential in fulfilling our commitment to our customers and the people who trust and respect us. The information in this handbook is designed to help you understand more about how our organization works, the role you can play, and the standards to which we expect all our people to adhere to. Included herein you will find information regarding our organization, our philosophy, and our policies.

We look forward to working with you, and are confident that your employment with us will not be only interesting and enjoyable but full of career development opportunities. You will also find a lasting and rewarding career with the ability to contribute to the continued growth and success of the company.

Sincerely,

Eulen America Executive Committee

1.0 About Eulen America

Pioneers in outsourcing, Grupo EULEN remains at the forefront of the industry thanks to the quality of its work and the commitment of its employees and managers, endorsed by the leading ISO and ISAGO certifications.

Grupo EULEN began its operations in the United States in 2008 with the partial acquisition of airport handling company American Sales and Management Organization (ASMO), with full acquisition completed in November 2009.

From the beginning of its operations in the United States it has stood out for the excellent quality of the services it offers, endorsed by the last 6 years in the local market and more than 50 years internationally, working in the fields of cleaning, security and aviation.

EULEN America currently operates in five states (Florida, New York, New Jersey, Virginia, and Washington DC) plus Jamaica (Kingston and Montego Bay).

Grupo EULEN is a member of the Global Compact and shows a clear commitment to society through socially responsible policies, cultural patronage and environmental protection.

1.1 Our Mission

The provision of general services that our society demands, each time with greater intensity and variety, on the basis of value creation with an ethical, social and respectful commitment towards the environment.

1.2 Our Values

- **Honesty**
- **Discipline**
- **Responsibility**
- **Loyalty**
- **Fraternity**
- **Discretion**
- **Drive for Excellence**

1.3 Our Vision

Grupo Eulen seeks a leadership position in the delivery of labor-intensive services through a clear vocation to providing integral services subject to a criterion of profitability and financial capacity, with development in all of Spain's provinces, Portugal, and the Americas.

By being respectful of the universal principles of human rights, labor standards, and the environment.

1.4 Our Culture

To deliver great value and services to our customers. To bring innovation and collaboration across all the business unit by attracting and retaining the best talent. We believe in empowering our people to succeed and grow with the organization. Our culture will facilitate our ambitions and goals. Having our people fully engaged and seeing how their roles contribute to the success of the organization.

1.5 Our Business

Our Aviation Division provides a full-range of ground handling and passenger support services for domestic and international carriers. Since 1994, EULEN America has been a pioneer and leader in providing a broad spectrum of ground services in airports throughout the United States.

Our reputation of delivering cost-effective quality service is recognized within the aviation industry. We currently provide service to most air carriers at major airports throughout the country.

We offer services in all areas of above and below wing operations including:

SERVICES

Cabin Cleaning: we provide cabin cleaning services at numerous airports servicing thousands of flights annually. Our largest operation delivers quality, seamless service for multiple clients with a significant variety of aircraft and cabin service requirements including Sanitation services.

Quick Turn (between flights)
RON (Run over Night)
Deep Clean/Ultra Clean
Periodical Changing
International Garbage Disposal

Cargo services: EULEN America has the ability and flexibility to handle every cargo need and consistently rises to the dynamic challenges of the cargo industry.

Our services include:

- Warehouse handling
- Receiving and delivery
- Document processing
- Cargo screening
- Office administration
- Cargo facilities management
- Cargo documentation handling
- Dangerous Good Regulations control
- Cargo facility security
- Cargo security training
-

Load control: our load control support team provides our airline customers with reliable communications, flight dispatch, flight planning, weather service, weight and balance.

Ground Support Equipment (GSE): we maintain ground equipment supported by a fully-equipped shop and reliable experienced mechanics. EULEN America provides GSE maintenance and GSE rental services to airline customers.

Janitorial services: we provide staffing for all janitorial needs at airport facilities, including office and restroom areas. From complete floor care, vacuuming, dusting, mopping, trash removal, and restocking of supplies. Our employees are trained to provide quality cleaning services in high traffic areas.

Passenger services: EULEN America provides professional, multilingual staff to ensure quality, friendly service to domestic and international passengers.

We perform a full range of Passenger Services:

SKYCAPS

- Porter Services
- Transfer of bags
- Pet Services
- Oversized luggage
- Ticket Counter Agent
- Pre TSA-Screening
- Passenger Service Representative
- Baggage Service Representative
- Gate Agent
- Special Services Request (SSR)
- Wheelchair Assistant
- Unaccompanied Minor

- Elder Assistance
- Meet and Assist (VIP)
- Airport Transfer Operator – Passenger Transportation
- Federal Inspection Services (FIS) Passenger Services
- International Passenger Assistance
- Lobby Management
- Back Office Support Clerk
- On Flight Support Services
- On flight passenger needs
- Oxygen canister supply
- Periodical restocking
- Immigration/Customs forms
- Restocking of supplies
- Ramp-Side services: we provide station management and trained, uniformed ramp personnel to meet all of our customers' requirements.

Our services include:

- Aircraft Marshalling
- Aircraft Push Back
- Aircraft Towing
- Offloading/uploading of baggage/cargo
- Lavatory Dumping
- Air-conditioning
- Air start
- Ground Power Unit (GPU)

1.6 Our Customers

Our clients include the largest Airline Carriers domestic and international.

1.7 Our People

Our success is built by our entrepreneurial spirit and the creativity and productivity of great employees who are encouraged to take initiative and pride in the quality work they deliver every day. We hold our people to high levels of performance because we want them to do the very best they can to meet our customers' expectations. We pride ourselves to provide a positive work environment where people are happy and motivated to work for us. Our training provides team members the confidence and empowerment they need to effectively do their job.

1.8 Company Code of Conduct

First: Faith in the private sector, as an engine of the economy and a source of collective prosperity.

Second: Respect for the law.

Third: Sensitivity to social deprivation and performance based on professional conduct are the patterns of our behavior.

Fourth: Constant attention to the demands of services that the society requires is the cornerstone of our business plan.

Fifth: The satisfaction of our clients, a commitment to quality, priority to our services and a legitimate justification for business profits.

Sixth: Vocation of creative innovation and leadership are traits of our culture.

Seventh: Maintaining the economic solvency and effective management of our resources are the foundations of our economic project as well as the guarantee of its continuity.

Eighth: Co-responsibility of administration and orderly delegation of functions are the bases of our management style.

Ninth: Our employees' training and development, active policies for reconciling work and family life and respect for the principles of equality are the pillars of our Human Resources policy.

Tenth: Respect for the environment and the implementation of preventive measures to ensure the health and safety of our employees is the framework under which the development of all our activities takes place.

2.0 Your Employment at Eulen America

2.1 Employment-At-Will Disclaimer

EULEN AMERICA is an at-will employer. Accordingly, you are an at-will employee and employment with EULEN AMERICA may be terminated by either EULEN AMERICA or by you, at any time, for any reason, with or without notice and with or without cause.

Nothing in this Employee Handbook or in any other document or oral statement shall change the "at will" nature of your employment, nor limit the right of the Company to terminate employment at will. The Handbook is not intended to and does not constitute a contract of employment between you and EULEN AMERICA. Further, EULEN AMERICA reserves the right to add, change or delete any policy and/or benefit in this Employee Handbook as it deems appropriate, at any time, with or without notice to employees.

This at-will employment policy may be revised, modified, deleted or superseded only by a written employment agreement signed by the President of the Company, which expressly revises, modifies, deletes or supersedes the at-will employment policy. Unless your employment is covered a written employment agreement signed by the President of the Company, this at-will employment policy is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. No

implied contract concerning any employment- related decision, term or condition of employment can be established by any other statement, conduct, policy or practice.

Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotions; demotions; transfers; hiring decisions; compensation; benefits; qualifications; discipline; separations; layoffs or recalls; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions.

2.2 Equal Employment Opportunity Policy

EULEN AMERICA is an equal opportunity employer and in compliance with the law prohibits discrimination against applicants and employees based on the following characteristics: sex, race, color, ancestry, national origin, religion, age, marital status, sexual orientation, gender identity, pregnancy, childbirth and related conditions, familial status, citizenship, veteran status, sickle cell trait, AIDS/HIV status (actual or perceived), genetic information, testing or characteristics or any other legally recognized status entitled to protection under federal, state, and local anti-discrimination laws.

EULEN AMERICA's Equal Employment Opportunity Policy applies to all applicants and employees with respect to all terms and conditions of employment, including recruitment, hiring, training, compensation, transfer, layoff recall, benefits, promotion and separation.

2.3 Disabilities/Reasonable Accommodation Requests

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, EULEN AMERICA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Department and request such an accommodation. The individual with the disability must provide in writing what barriers or limitations make it difficult for him or her to perform the job. EULEN AMERICA will investigate regarding these barriers or limitations and will then identify possible accommodations, if any, that will help to eliminate the barriers or limitations. If the accommodation is reasonable and will not impose an undue hardship on the company and/or a direct threat to the health and/or safety of the individual or others, the Company will make the accommodation.

EULEN AMERICA may also propose alternative accommodations.

The Company will also consider requests for reasonable accommodations for conditions related to pregnancy, childbirth or related medical conditions, if requested with the advice of the employee's health care provider, as required by law.

2.4 Background Checks

EULEN AMERICA recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and nonviolent, and who do not present a risk of serious harm to their co-workers or others. For purposes of these concerns and interests, EULEN AMERICA investigates criminal history, credit report, individual's prior employment history, personal references, educational background, as well as other employment relevant information. Consistent with legal requirements, and other relevant information, and to use such information when making employment decisions.

In addition, in an effort to keep our customers safe Eulen has implemented a continuous screening program for all our employees during the tenure of their employment.

Felony Conviction

Employees are required to notify the Company within 48 hours of any felony conviction; failure to do so will result in disciplinary action, up to and including Termination.

2.5 Drug and Alcohol-Free Workplace

EULEN AMERICA has a strong commitment to its employees to provide a safe workplace and to promote high standards of employee health. Our goal has been and will continue to be a work environment that is free from the effects of drug/alcohol use. It is the intention of the Company to maintain a drug-free workplace in accordance with Florida Statutes §§ 440.101 and §§ 440.102 and applicable rules established by the State of Florida.

It is a condition of your employment that you refrain from reporting to work or working with the presence of drugs or alcohol in your body. Eulen America has adopted the following drug-free workplace practices: pre-employment, post- accident, random, and suspicion of drug and/or alcohol testing. An employee with a positive confirmed drug and/or alcohol test or an employee who refuses to submit to a drug or alcohol test will be subject to disciplinary action up to and including termination. Additionally, if you become injured at work and refuse to submit to a test for drugs or alcohol, you may forfeit your eligibility for medical and indemnity benefits. Results of drug and alcohol tests are kept confidential and only shared with those having a need to know.

Work Rules

Whenever employees are on duty, are operating any company vehicle, are present on company's premises, or are engaged in company related business off-site, they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia)
- Being under the influence of alcohol or an illegal drug as defined in this policy
- Possessing or consuming alcohol.

The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body or system, while performing company business or while on company property, is prohibited. EULEN AMERICA will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Drug/Alcohol Testing Post-Offer Job Applicant Screening

The Company conducts post-offer drug tests. If a job applicant refuses to submit to the required drug test, tampers with, adulterates a drug test specimen or has a confirmed positive drug test result, the applicant forfeits his or her eligibility for employment.

Current Employee Screening

The Company conducts drug and/or alcohol tests. It is a condition of continued employment that all employees submit to a drug and/or alcohol test in accordance with the policy. Any employee who refuses to submit to a drug and/or alcohol test, requested pursuant to this policy, will be terminated. The Company may suspend employees without pay pending the results of a drug and/or alcohol test or investigation. The Company conducts drug and/or alcohol tests under the following circumstances: (1) reasonable suspicion; (2) accident and injury procedures; (3) routine fitness-for-duty; (4) return to work and follow-up testing; and (5) random testing, unless otherwise prohibited by law.

2.6 Introductory Period

The introductory period for all new and re-hired employees is ninety (90) days after the date of hire. This period is intended to give new employees an opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate the employee's capabilities, work habits, and overall performance as it relates to their job. The Company strives to conduct a formal review with the employee to discuss his/her status with the Company on or before an employee completes his/ her introductory period. If the Company determines that the designated introductory period has not allowed sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended. Successful completion of the introductory period does not alter an employee's at-will employment status.

3.0 Eulen America Policies and Procedures

3.1 Anti-Harassment/Anti-Discrimination Policy

EULEN AMERICA believes that employees should work in an environment that is free of discrimination and harassment. To this end, the Company prohibits and has a zero tolerance policy for any behavior that undermines the employment relationship including discrimination or harassment based on any legally protected status, including sex, race, color, ancestry, national origin, religion, age, marital status, sexual orientation, gender identity, pregnancy, childbirth and related conditions, familial status, citizenship, veteran status, sickle cell trait, AIDS/HIV status (actual or perceived), genetic information, testing or characteristics or any other legally recognized status entitled to protection under federal, state, and local anti-discrimination laws. This policy applies equally to sexual harassment, as well as discrimination or harassment based on any of the characteristics enumerated above.

Sexual Harassment Defined

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

The victim as well as the harasser may be a woman or a man; the victim does not have to be of the opposite sex.

The harasser can be the victim's supervisor, or vendor of the employer, a supervisor in another area, a co-worker, or a non-employee.

The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.

Unlawful sexual harassment may occur without economic injury to or discharge of the victim.

- The harasser's conduct must be unwelcome.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and interferes with work effectiveness. Company personnel, including, but not limited to officers, directors, supervisors and managers, do not have the authority to engage in any activity which would constitute harassment, sexual or otherwise. The Company will not tolerate such behavior.

Procedure for Reporting Harassment

If the victim feels comfortable in doing so, the victim should inform the harasser directly that the conduct is unwelcome and must stop. If the victim does not feel comfortable informing the harasser directly, he/she should report the conduct as described below.

- If the victim informs the harasser but the behavior does not stop and he/she believes that he/she is being harassed by a supervisor, co-worker, outside tradesman or customer, the victim should promptly report the incident or incidents to the department director.
- If the victim does not feel comfortable reporting this matter to the department director, he/she may directly report to the Human Resources Department.
- If the victim believes that he/she is being harassed by the department supervisor, director, other company executive or officer, the victim should report the incident(s) to the Human Resources Department.

The Company Investigation

1. The Company will investigate all harassment and/or discrimination claims promptly and thoroughly without regard to the identity of the alleged harasser.
2. The Company's investigation may include, inquiries into the alleged harasser's identity, the specific conduct complained of, the identity of witnesses, and the number of times the conduct has occurred.
3. The Company will conduct confidential interviews of the alleged harasser, the alleged victim, and all witnesses.
4. In determining whether the alleged conduct constitutes sexual harassment, the Company will consider the totality of circumstances, the nature of the harassment, and the context in which the alleged incident or incidents occurred.

5. The Company will keep all information concerning the incident or incidents strictly confidential. The Company will provide access to and disclose information to only those individuals involved in conducting the investigation and resolving the matter.
6. The Company will inform the alleged victim and harasser about the results of the investigation and the steps that the Company will be taking in response to the complaint.

Remedies

If the investigation reveals evidence supporting the occurrence of an incident of sexual or other harassment, the Company will take prompt remedial action. The Company's disciplinary action will depend upon the specifics of the case and may range from warning to termination of employment.

If the investigation fails to disclose sexual or other harassment conclusively, the Company reserves the right to nonetheless act. Such action may include training, counseling, disciplinary action in a form of a written warning to be included in the employees electronic and/or personnel file. The Company will not transfer the alleged victim unless he/she consents to the transfer.

Prohibition against Retaliation

The Company does not permit or condone retaliation. No one will suffer any adverse consequences as a result of bringing the harassment or discrimination to the Company's attention. There will be no retaliation for either reporting the harassment or for cooperating in the investigation of the report. Any employee responsible for retaliatory conduct will be subject to disciplinary action up to and including termination. If an employee believes that he or she is being retaliated against, the employee is encouraged to report the retaliation to the Human Resources Department.

Follow-up

The Company will continue to monitor the employees involved to ensure that no future incidents of harassment or retaliation occur.

The Company is committed to maintaining a professional working environment, free of discrimination and harassment. We expect that all employees observe and adhere to this policy.

3.2 Workplace Bullying

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

4.0 Pay Policies & Procedures

For employees your pay is determined by the job classification, job family, local market benchmark salary data, and any other compensable factor as established by the market as well as your overall performance as assessed by company. Your pay level is also determined by the financial performance of the company.

Employees are normally paid bi-weekly or semi-monthly except for employees working in New York City, who are paid weekly as required by State law.

In the event that the payday falls on a holiday paycheck will be issued on the last business day prior to the holiday.

If your check is lost, stolen or incorrect please notify your management or a member of the Payroll department immediately.

Direct Deposit

Employees may have their pay directly deposited into individual bank accounts. All employees have access to update their direct deposit elections via their Workday account. The employee is responsible for entering accurate information in order to avoid any payroll delays. Employees will be able to review the itemized statement of wages that reflects their earnings, deductions, and withholdings by login into their Workday account. All hours worked are available via Kronos, our time and attendance system for all pay-periods. If you have issues accessing your Kronos account please email the IT department at IT@eulen.com they can grant you immediate access.

Employees may designate one or more bank accounts for automatic deposit of their paychecks. For example, a set amount may be directed into a savings account, with the balance deposited into a checking account.

4.1 Work Schedule/Lunch Period

You will be assigned a work schedule based on the needs of the operation and you will be expected to begin and end work according to the schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. The normal workweek is from Monday through Sunday. Individuals are responsible for clocking in/out for their daily shifts and breaks in the time clock.

It is the policy of the Company to comply with state and federal laws regarding meals and breaks. Breaks should not be permitted at either the beginning or end of the work day to offset arrival and departure times.

Employees who work a minimum of five and a half-hours day are required to take a non-compensable meal break. Meal breaks are not counted toward worked hours. All employees must clock out of work to take their lunch and clock back in once they are returning to work. Employees must completely stop working and be free from duty during their meal break. Employees who fail to clock in and out for their lunch break may be subject to discipline. Non-exempt employees are required to obtain prior authorization from their supervisor for any time worked during a meal period.

Eulen America will not prevent an employee from expressing breast milk during any meal period or other break period provided by the Company.

At times, emergencies such as power failures, road closings, fires, or severe weather may interfere with the Company's operations. In such an event, and in order to preserve the safety of the Company's Employees, the Company may order a temporary shutdown of part or all of its

operations. Depending on the circumstances, and employee work status, time off for these emergencies may or may not be paid. Additionally, the Company may request employees to make-up any hours or days missed because of a temporary shutdown.

4.2 Exempt vs. Non-Exempt Status

Pursuant to applicable federal law Fair Labor Standards Act, employees are classified as either exempt or non-exempt based on the duties and responsibilities of their position.

Non-exempt (hourly) employees are eligible for overtime compensation at a rate of one and a half their regular hourly rate for any time worked over forty (40) hours in a workweek.

Exempt employees are not eligible to receive overtime compensation.

Overtime

All overtime work must be approved in by the employee's manager. In the absence of such approval, the employee will be paid overtime compensation in accordance with the Fair Labor Standards Act, but the employee will be subject to disciplinary action for engaging in unauthorized overtime.

Non-exempt employees who work more than 40 hours in a workweek will be paid at a rate of one and a half time their regular hourly rate.

Time that an employee takes off work for any type of leave or holiday is not considered to be hours worked for purposes of calculating overtime pay.

4.3 Timekeeping

All non-exempt employees are required to clock in and out of the designated time and attendance system KRONOS time clock, which are used to compute hours worked. You must clock in upon starting to work and clock out when your shift is over. In addition, you must clock out and in when you commence and end your meal break, whether you stay on the premises or leave the premises for meal. Company related activities off premises must be documented accordingly and appropriate procedures followed. Failure to use the KRONOS time and attendance system (time clock) as stated may result in disciplinary action, up to and including termination of employment.

Exempt employees are required to submit 8 hours as PTO for time off requests. It is strictly against company policy for employees to log in or out for another employee. Violation of this policy is grounds for immediate termination. Likewise, falsification of hours worked for you and/or others will result in immediate termination.

4.4 Policy Prohibiting Deductions from Compensation of Salaried Exempt Employees (Safe Harbor)

The Company complies with the Fair Labor Standard Act in all respects and prohibits any improper deductions from the compensation of any employee. Every salaried exempt employee will regularly receive their full compensation, less applicable wage-related taxes and other deductions authorized by the employee or required by law, subject to the limited exceptions set forth below.

A salaried exempt employee's compensation will not be subject to reduction based on variations in the quality or quantity of the work performed by that employee, subject to the limited exceptions set forth below. A salaried exempt employee will receive his/ her full salary for any week in which the employee performs any work, without regard to the number of days or hours worked, but will not be paid for any workweek in which they perform no work. No deductions will be made from any salaried exempt employee's compensation for absences occasioned by the Company or by the operating requirements of the company's business. If the employee is ready, willing, and able to work, deductions will not be made for time when work is not available.

4.5 Exceptions

The prohibition against deductions from the pay of a salaried exempt employee is subject to the following exceptions:

1. Deductions from pay may be made when the employee is absent from work for one or more full days for personal reasons, other than sickness or disability.
2. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with the company's plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. Deductions from pay may also be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance.
3. No deductions will be made from pay for partial weeks of absence occasioned by jury duty, attendance as a witness or temporary military leave. An offset of any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that week may be made.
4. Deductions from pay may be made for penalties imposed in good faith against an employee for violations or infractions of safety rules of major significance (i.e. rules relating to the prevention of serious danger in the workplace or to other employees), if the Company concludes in good faith after its investigation that the employee committed such violation.
5. Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days for violation of workplace conduct rules, which are reflected in the company's written policies applicable to all employees (e.g., violation of the Company's Anti-

- Harassment Policy, Workplace Violence Policy, or Drug-Free Workplace Policy), if the Company concludes after its investigation that the employee committed such a violation.
6. Employees in their first or last weeks of employment may not be paid their full salary, but instead will be paid a proportionate part of the employee's salary for the time actually worked.
 7. Employees may not be paid their full salary for full weeks in which the employee takes unpaid leave under the Family and Medical Leave Act. Employees will be paid a proportionate part of their salary for time actually worked.

What to do if you believe an improper deduction has been made from your salary:

If you believe an unauthorized or improper deduction has been made from your salary or the salary of anyone you supervise, please notify the Company immediately by bringing the matter to the attention of your direct supervisor and the Human Resources Department.

If you would prefer not to raise the matter with your supervisor, you may direct your concern to the Human Resources Department.

The Company is committed in good faith to comply with the FLSA at all times. If the company concludes that the deduction was unauthorized or improper, the employee will be promptly reimbursed for any amount(s) incorrectly deducted. The Company prohibits retaliation by any person against any employee who raises any concern under this policy.

4.6 Absences and Time Away from the Office

The Company will generally attempt to accommodate an employee's request to take time off at the time requested by the employee. Time off requests, with the exception of observed holidays, should be submitted as far in advance as possible to your immediate supervisor via KRONOS. Time off requests will be approved in the order received. The business needs of the company will be considered when evaluating time off requests. The Company reserves the right to grant, deny or modify a time off request. The Company may require an employee to use time off, should business considerations require it.

Planned Absences

All planned absences must be requested via Kronos at least 30 days in advance or as early as possible. If a 30-day pre-notice is not possible, time off must be requested as soon as the employee learns time off will be required. The Company reserves the right to deny a request and notify the employee immediately. Time off will be deducted in increments of full days for exempt employees. The Company reserves the right to deny absences if business conditions requires. This policy does not apply to Family and Medical Leave Act leave, jury duty or military leave or other leaves of absences required by the law.

4.7 Absenteeism & Tardiness

Regular attendance and punctuality are an essential function of every employee's position with the company. All employees are expected to report for work on time and to work all scheduled hours and any required overtime. Excessive unexcused tardiness and attendance disrupts workflow and levels of customer service and will subject an employee to disciplinary action, up to and including termination.

Because the Company depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. Employees are expected at work on all scheduled workdays and during all scheduled work hours and are required to report to work on time.

An employee must personally notify his or her immediate supervisor twenty-four (24) hours prior to the beginning of his or her shift or as far in advance as possible if he or she expects to be late or absent so that proper arrangements can be made to cover the daily work responsibilities. For New York and New Jersey employees, if you cannot provide notice within twenty-four (24) hours for safe and sick leave, you must contact your supervisor as soon as possible.

Any employee who is tardy, absent or a no/call no show and who does not call to report it prior to the start of their shift will be subject to the Company's corrective action procedures, up to and including termination.

When an absence is due to illness, the Company reserves the right to require appropriate medical documentation. This will be required for any absence due to illness or injury of three (3) or more consecutively scheduled workdays. New York and New Jersey employees should follow the guidance set forth below in the Safe and Sick Leave Policy. An employee who fails to contact his or her supervisor or the Human Resources Department for three (3) consecutive workdays will be considered as having voluntarily resigned.

Definition of Terms (This section does not apply to employees in New York and New Jersey)

Absence(s) / absent: Any time an employee does not report or remain at work as scheduled. All Absences are considered chargeable attendance occurrences for assignment of disciplinary action except those expressly identified as authorized leaves (see below), or those for which discipline may not be issued under applicable law.

Attendance Disciplinary(s)/Coaching Sessions: A conversation in which the employee is advised of the company's attendance expectations and the employee's status under the guidelines OR a notice provided to the employee.

Authorized Leave(s): When acceptable documentation is submitted to the company, authorized leaves include: adoption, bereavement, family medical leave (FMLA), jury duty, maternity,

medical (paid and / or unpaid for 14 or more calendar days from start of Absence), military, occupational injury, paternity, and personal leave.

Confirmation of Illness: When the company is in doubt of a bona fide sick claim and / or the occurrence is for three (3) or more sick days (paid and / or unpaid), the Company may request an employee to provide documentation to substantiate that claim.

Late: When an employee arrives to work no more than two (2) hours after the employee's shift start time (includes scheduled shifts, overtime and shift swaps) or at a time authorized by management.

Late Notification (for an Absence): When an employee notifies the company of the employee's absence after one (1) hour prior to the employee's shift start time, but less than two (2) hours following the employee's scheduled start time.

No Call / No Show: When an employee does not report to work and does not notify the company of the absence within two (2) hours following the employee's scheduled start time.

Progressive Disciplinary Action: Assessed for each chargeable attendance occurrence (absence or late) to the extent permitted by any applicable law and as described in the attendance guidelines.

Progressive Discipline: When an employee fails to correct the employee's unsatisfactory attendance record or performance, the employee will be issued three (3) Levels of Progressive Disciplinary Actions after which the employee may be terminated. Sometimes an employee's behavior or misconduct (performance) is sufficiently serious so that skipping levels, including moving directly to or termination, may be warranted at the company discretion.

Termination: Involuntary separation of employment.

Attendance Guidelines (This section does not apply to employees in New York and New Jersey)

Employee Responsibilities

The company relies on its employees to report to work as scheduled. Employees are expected to report to work regularly and on time and remain in their assigned work area as necessary for the efficient performance of their work. When an employee is going to be absent, the employee must notify the company at least four hours prior to the start of the employee's shift each and every day unless directed otherwise. We recognize that on occasion, illness or other compelling personal situations may require employees to be late or absent from work. Every employee has the responsibility to minimize absences to ensure dependable attendance.

This includes: attending to personal obligations outside of work hours; not allowing minor

indispositions or inconveniences to keep them away from work; allowing for variations in weather, traffic, or public transportation when commuting; not abusing sick leave; immediately notifying the company in the event of an absence; and following company procedures for securing authorized leaves of absence. An employee who fails to do so may be subject to a progressive review level. The employee must personally call to report an absence unless the employee is physically unable to do so.

Step Discipline—Unscheduled Absences or Tardiness in a Rolling Six-Month Period

The chart below identifies examples of types of attendance occurrences and the applicable progressive disciplinary action issued for each. The chart is not intended to be all-inclusive and cannot address all possible situations. Disciplinary action issued may vary depending on individual circumstances.

OCCURRENCE	DISCIPLINARY ACTIONS PER OCCURRENCE
Late	Coaching Session
Absence with notification at least one (1) hour prior to scheduled shift start	Coaching Session documented in the file
Absence with notification between 59 minutes prior to and two (2) hours after scheduled shift start	Verbal Warning documented in the file
Absence associated with a communicated pattern (e.g. holiday, calendar, conjunctive)	Written Warning
Absence for three (3) or more consecutive days without Company approved documentation	Final Warning
Excessive absence and late arrivals to work (6 or more in a 6-month period)	Final Warning with suspension up to including termination
No Call / No Show for 3 consecutive scheduled work days	Termination

*Employees are considered tardy if you punch in (1) minute past your scheduled shift start time.

A sick absence that covers one or more consecutive scheduled work days is one (1) occurrence under the guidelines. For these absences, disciplinary actions are assessed per occurrence. A sick absence ends when the employee returns to work.

A non-sick absence and late arrival are daily occurrences and are assessed disciplinary actions on a daily basis.

Procedure

The company will track chargeable attendance occurrences and their cumulative disciplinary actions over the previous 12-month period of active service starting from the first day of absence associated with the most recent attendance occurrence to determine if a more severe discipline level is warranted. Once a disciplinary action has been issued, attendance is reviewed during the effective period of review level, which is 12 months of active service starting on the date a

level is issued to the employee.

Examples of ways in which employees will be assigned disciplinary actions for attendance absences and late follow. These are only examples and the list are not intended to be all inclusive:

- Calling in absent for a scheduled work day, including shift trades and overtime
- Reporting late for duty, including shift trades and overtime
- Leaving work before the end of shift
- Missing work assignment as a result of not having all required items

Employees who are unable to report for their scheduled shift must notify their supervisor at least 4 hours in advance of their scheduled start time. Employees must notify their supervisors unless they are incapacitated and unable to do so. Violations of this policy will include disciplinary action up to an including termination.

4.8 Business Expense Reimbursement

General Guidelines

These policies and procedures are designed to act as a guideline for business travel and entertainment expense and miscellaneous expense reimbursements. While these guidelines do contain suggested expense limits, we challenge all employees to use professional judgment when incurring expenses on behalf of the Company.

All approved expenses incurred must be in accordance with your individual departmental budget. If you are unclear as to your expense budget, please contact your department head prior to incurring any expenses.

This policy is designed to accomplish the following key points:

- Ensure all employees have a clear and consistent understanding of policies and procedures for business travel and expenses.
- Ensure employees are reimbursed for legitimate business travel and entertainment expenses.
- Provide employees who must travel with a reasonable level of service and comfort at the lowest possible cost.
- Maximize the company's ability to negotiate discounted rates with preferred suppliers and manage travel expenses.
- Provide the appropriate level of accounting and business controls for the company to ensure that expenses are reviewed and approved by the appropriate person.

Responsibility

The traveler is responsible for complying with Travel Policies. The manager who approves and signs expense reports is responsible for accurately reviewing expense reports for compliance. Travel Policy will reimburse employees for all reasonable and necessary expenses while traveling on authorized company business or entertaining business clients. Travel Policy assumes no obligation to reimburse employees for expenses that are not in compliance with this policy.

Alcoholic Beverages

Company policy is to refrain from consuming alcoholic beverages during business functions. However, in the event an employee chooses to consume alcoholic beverages in connection with a business function, the Company expects that employees will act responsibly and avoid excess. If an employee has any concerns that he/she is not capable of safely driving after such events, the Company will reimburse the cost of alternative transportation to ensure that the employee does not place themselves or others in danger.

An employee, who is arrested and convicted for driving under the Influence (DUI) while in the performance of company business, or when returning from a business function, is subject to disciplinary action up to and including termination.

Enforcement of Policies and Procedures

Employees who do not comply with this policy may be subject to delay or withholding of reimbursement.

REPORTING GUIDELINES

Employees must file expense reports no later than 30 days following the completion of the trip or of incurring the expense. All expense reports must be submitted on the first working day following the end of the month. Compile expenses to submit one report per month. Submittal of Expense Report shall be via email to accountspayables@eulen.com, followed by original report and backup information to: Accounts Payables/Headquarters, 7200 Corporate Center Drive, Suite 206, Miami, FL 33126.

Reimbursements will take place on or before the tenth working day of the new month. Expenses must be submitted for reimbursement not later than 30 days of being incurred, or they will not be reimbursed.

Documentation Requirements

Employees must provide the following information in order to be reimbursed for any business-related meals or entertainment expenditures:

- Names of individuals present, their titles and company name
- Name and location of where the meal or event took place
- Exact amount and date of the expense
- Receipts for all expenditures and meals
- Employees must submit the following documentation with their Expense Report:
- Air/Rail – E-Ticket and/or Boarding Pass, if charges were incurred
- Hotel – hotel folio, if charges were incurred
- Car Rental – rental agency invoice
- Entertainment – credit card receipt or register receipt for all expenses
- Meals – credit card receipt or register receipts for meal expenses

Please note: credit card statements are not considered an acceptable form of receipt. Itemized receipts must be affixed to the credit card receipt. An explanation of the business expense and a list of the individuals/company affiliations entertained (in the case of meal/entertainment receipts) must be documented next to the original receipt.

The following receipts are acceptable:

- Original receipt completed by the vendor
- Customer's copy of credit card slips
- Credit card billing statement, only in the unusual case where it is not possible to obtain the actual receipt

If like items have been summed to arrive at a single figure for entry to a single cell on the expense report, please indicate which items are being totaled on the paper where the receipts are affixed. Expense reports containing entries that cannot easily be supported by receipts will be returned to the person submitting the expense report, resulting in delay or non-reimbursement.

When a receipt is not available, a full explanation of the expense and the reason for the missing receipt is required. Actual bills/receipts must be submitted whenever possible; photocopies will be acceptable only with a detailed explanation as to why the original is unavailable. Receipts must include the name of the vendor, location, date and dollar amount. All expenses must be reported, regardless of how they were paid.

Incorrect or Incomplete Expense Reports

Expense reports that are incorrect, incomplete or include disorganized receipts:

- Will be returned to the approver for completion.
- May result in delay or non-reimbursement of specific items.

TRAVEL AUTHORIZATION

Employees must complete the Travel Request Form in advance of travel to obtain approval to spend travel dollars in advance of the trip. This form is located in the Forms section of the Corporate Portal, <https://www.corporate-eulenamerica.com>.

Authorizations are as follows:

- Employees must obtain Station/Department Manager's approval for all domestic travel (using Travel Request Form).
- Employees must obtain additional approval from Supervisor plus two levels of approvals for all Domestic airfare over \$1,000 and for all International travel (using Travel Request Form).

LOGGING YOUR EXPENSES

Effective immediately, employees must complete the new Expense Report for reimbursement of expenses.

Air travel reservation requests should be made with sufficient time, when possible, to secure the best available fare. All air travel must be in Coach Class, unless otherwise approved.

When air travel is required for company business:

Maximum lead-time should be provided to take advantage of discount fares. You should therefore contact the Travel Coordinator as soon as your travel dates are known. Substantial savings can be achieved with purchases made in advance.

Last minute changes before or during a trip, which result in higher airfares, should be avoided where possible.

- Employees are expected to use the lowest logical airfare available.
- Employees are expected to coordinate, plan and ticket their travel arrangements at least two weeks before planned travel time departure. All exceptions are to be approved by Department Heads

CEO of the country: All domestic and international air travel with a duration of 4 hours or less, will be done in Coach Class. Business class travel will be allowed for trips that require you to travel back in a red-eye for a business meeting early in the morning or over 4 hours of duration.

As an exception, the Corporate Director of Human Resources may authorize travel in business class to other individuals irrespective of their position in the company and the frequency that such individual is required to travel international during the year.

Upgrades for Air Travel

Upgrades for air travel are not reimbursable. If an employee wishes to upgrade, it is done at the employee's expense. Preferred Airlines: Choice of airline is up to the Company based upon price and safety record. Personal stopovers, which increase the airfare, will be reimbursed by the employee when incurred. Special promotions, which do not impact the fare, may be used as needed. Miles obtained for Frequent Flier Programs are the property of the individual traveler. However, when making reservations, personal preference for choice of carrier will only be honored if they give Eulen the lowest cost. Mileage upgrades to Business or First Class may be used provided they do not increase the cost to Eulen.

Senior Management: No more than 2 members of the Executive Committee may travel in the same flight at any point in time.

Changes / Modifications to Issued Tickets

Changes or modifications to issued tickets incur Airline Fees, Fare Adjustments and Travel Agency charges. Employees are expected to carefully review Itineraries prior to confirming issuance, in an effort to avoid incurring unnecessary charges.

When modifications are necessary:

- If the original travel request requires further modifications of origin and destination, please make request modification on the travel request form and resubmit
- If deviations to established travel purchasing process via approved travel agency, i.e. alternative web pages, direct airline company purchases, etc., are to be approved by Department Heads. Pre- existing issued plane tickets by current approved travel agency that may require in-route or in- airport after hour changes may be made directly by the employee in case of emergency.

Cancellations

When a trip is cancelled after the ticket has been issued, the traveler should inquire about using the same ticket for future travel. Employees should reuse airline tickets if: a) they are traveling on the same route, or b) airfare eligibility requirements (verified with travel agent) are met.

Unused / Voided Airline Tickets

Unused airline tickets or flight coupons must never be discarded or destroyed as these documents may have a cash value. To expedite refunds, unused or partially used airline tickets must be returned immediately to the issuing authority. Employees must NOT include unused tickets with their expense reports. Employees with an electronic ticket simply need to contact the issuing authority to initiate a refund.

Taxi / Shuttle / Parking Fees

The use of airport shuttles and taxis upon departure and arrival at the employee's destination is the preferred mode of transportation. Make sure to ask for a receipt if one is not offered. This documentation aids in the expense-tracking process. If parking at an airport, employees are encouraged to utilize Long Term parking lots.

Auto Travel: Car Rental

Employees may rent a car to get to their destination when driving is more cost effective than airline travel. The completed Travel Request Form must be submitted to the travel coordinator for approved travel agency processing. Whenever multiple employees are traveling together, every effort to carpool must be made.

Employees must reserve a car in the economy rental car category. At the time of rental, inspect the car and be sure that any damage found is noted on the contract before the vehicle is accepted.

When plans change, employees are responsible for working with their Travel Coordinator to cancel rental car reservations.

Employees may book a car rental class of service one level higher when:

- The traveler can be upgraded at no extra cost
- Two or more company employees are traveling together
- Entertaining customers
- Cars in the authorized category are not available
- Transporting excess baggage such as booth displays

Domestic travelers should always accept the collision insurance offered by rental agencies but should decline all other offered insurances. International travelers should accept all insurances offered. Additionally, the prepaid gas option should always be declined.

Rental cars must be returned as follows:

- To the original rental city unless approved for a one-way rental
- Intact (i.e. no bumps, scratches, or mechanical failures)
- On time, to avoid additional hourly charges
- With a full tank of gas.

Should a rental car accident occur, employees should immediately contact the rental Car Company, local authorities (as required), and the Human Resources Department.

Rental Car Gas

Gasoline for use in rental cars is reimbursable with proper documentation. Make sure to log this expense as Gas.

Cell Phone Use While Driving

Use of a cell phone while driving is not recommended in any situation and employees are expected to refrain from using their phone while driving. Employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short.

Business Use of Personal Vehicle

Employees may use their personal vehicle for business purposes if it is less expensive than renting a car, taking a taxi, or using alternate transportation. Personal vehicles may also be used when transporting company goods for delivery or entertaining clients. It is the personal responsibility of the vehicle owner to carry adequate insurance coverage for their protection and for the protection of any passengers. Mileage is reimbursed at the rate established by the IRS as updated annually. This mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance, and depreciation. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business.

To be reimbursed for the use of your personal vehicle for business, employees must list on the expense report:

- Date and purpose of the trip
- Locations traveled to and from
- Mileage

Lodging / Hotel

Hotel reservations should be made in such a manner as to secure the best available rate and must be booked through the Travel Coordinator. The completed Travel Request Form must be submitted to the travel coordinator for approved travel agency processing.

In case of cancellation:

- Employees are responsible for working with their Travel Coordinator to cancel the reservation or for after office hours, with the agency directly.
- Employees will be held responsible and will not be reimbursed for "no-show" charges unless there is sufficient proof that the billing is in error or circumstances were beyond the traveler's control.

- Employees should request and record the cancellation number in case of billing disputes. Employees should note that cancellation deadlines are based on the local time of the property.

Meals

Personal meals are defined as meal expenses incurred by the traveler when dining alone on an out-of-town business trip. Allowed amounts are as follows: \$15 breakfast/ \$25 lunch/ \$35 dinner.

Business Meals Taken with Other Employees

Employees will be reimbursed for business-related meals taken with other employees only in the following circumstances:

- When a client is present
- When at least one company employee is from out of town
- When, for confidentiality reasons, business must be conducted off company premises

The following documentation is required by the IRS, and must be recorded on the expense report:

- Names of individuals present, their titles and company name;
- Name and location of where the meal or event took place; and
- Exact amount and date of the expense.

Please note that employees will not be reimbursed for entertaining other employees unless there is a direct reporting relationship between them.

Weekend and Late-Night Meals

If a manager approves working late into the evening or on weekends, employees can be reimbursed for meal receipts. Employees must submit actual receipts for reimbursement on the expense report.

Per Diem Requests

Meal reimbursement shall be in accordance with rates established by the US Government Services Administration (www.gsa.gov) based upon location for all non-management staff, provided a prior request has been made. Non-management staff that travels and does not request a Per Diem must provide all receipts corresponding to the reimbursement request of the Expense Report.

Other Expenses

The Other column is designated for expenses that do not fit into the previous categories, yet are

directly business related and therefore reimbursable. ONLY the following items can be considered as reimbursable business expenses:

- Office Services (i.e. faxes, printing/reproduction, overnight delivery/postage, groceries)
- Janitorial (i.e. supplies, equipment rental, uniform laundry)
- Currency Conversion Fees
- Baggage Charges
- Laundry / Dry Cleaning / Suit Pressing for trips exceeding 3 days

Be sure to note that the following items are NOT reimbursable under these policies:

- Airline club / Country club membership dues
- Parking tickets or other fines
- Delinquency fees / Finance charges for personal credit cards
- Expenses for travel incurred by companions / family members
- Expenses related to vacation or personal days while on a business trip
- Loss / Theft of personal funds or property / lost baggage
- Avoidable "No-Show" charges for hotel or car service
- Non-Compulsory insurance coverage
- Rental car upgrades
- Repairs due to accidents

Never assume that an item will be covered under the "Other" category. Be sure to check with your manager if an item you need is not outlined specifically in this policy.

Approval/Authorization Process

The Employee's Manager must approve all expense reports. No employee is authorized to approve his/her own, a peer's, or a manager's travel expense report. The manager is responsible for verifying:

- Business purpose
- Correct totals
- Supporting documentation and receipts
- Policy compliance

In addition, the person in attendance with the most senior title must put the expense on his/her expense report to facilitate review by a more senior person not in attendance. Remember:

- Traveler is responsible for complying with the Travel & Business Expense Policies
- Manager who approves and signs the expense report is responsible for reviewing the report for compliance.

Once approval has been obtained, be sure to make a copy of the signed report along with copies of your receipts to keep for your own records.

5.0 Time-Off and Required Leave Levels

5.1 New York & New Jersey Safe & Sick Leave (NY & NJ Employees Only)

Under New York City's Earned Safe and Sick Time Act (Paid Safe and Sick Leave Law), covered employees have the right to use safe and sick leave for the care and treatment of themselves or a family member and to seek legal and social services assistance or take other safety measures if the employee or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking, or for any of the purposes set forth in the Earned Safe and Sick Time Act without any condition prohibited by the Earned Safe and Sick Time Act.

Acceptable Reasons to Use Safe and Sick Leave

You can use sick leave when:

- You have a mental or physical illness, injury, or health condition; you need to get a medical diagnosis, care, or treatment of your mental or physical illness, injury, or condition; you need to get preventive medical care.
- You must care for a family member who needs medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition, or who needs preventive medical care.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.
- You or a family member may be the victim of any act or threat of domestic violence or unwanted sexual physical contact, stalking, or human trafficking and you need to take actions necessary to restore the physical, psychological, or economic health or safety of you or your family members or to protect those who associate or work with you, including to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services programs.
 - Participate in safety planning, relocate, or take other actions to protect your safety or that of your family members, including enrolling children in a new school.
 - Meet with a civil attorney or social service provider to obtain information and advice related to custody; visitation; matrimonial issues; orders of protection; immigration; housing; discrimination in employment, housing, or consumer credit.
 - File a complaint or domestic incident report with law enforcement or meet with a district attorney's office.
 - Take other actions necessary to maintain, improve, or restore your or your family member's physical, psychological, or economic health or safety.

The law recognizes the following individuals as “family members:”

- Any individual whose close association with the employee is the equivalent of family
- Child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*)
- Grandchild
- Spouse
- Domestic Partner
- Parent
- Grandparent
- Child or Parent of an employee’s spouse or domestic partner
- Sibling (including a half, adopted, or step-sibling)
- Any other individual related by blood to the employee

5.2 Advance Notice

If the need is foreseeable, your employer can require up to seven days advance notice of your intention to use safe or sick leave. If the need is unforeseeable, your employer may require you to give notice as soon as practicable. Your employer may require you to provide written verification that you used safe or sick leave for safe or sick leave purposes.

Documentation

Your employer can require reasonable documentation if you use more than three consecutive workdays as safe or sick leave. Your employer may require a note signed by a licensed health care provider for sick leave. You have seven days from the date of your return to work to provide documentation from a licensed health care provider, if requested by your employer.

For safe leave, your employer may require documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time.

The Paid Safe and Sick Leave Law prohibits employers from requiring that documentation specify the reason for safe or sick leave use.

Confidentiality

Your employer may not require the disclosure of details relating to your or your family member's

medical condition or other permitted reason for taking safe or sick leave. Health information about you or your family, and information concerning any other permitted reason for taking safe or sick leave, shall be treated as confidential and shall not be disclosed except by the affected employee, with the written permission of the affected employee, or as required by law.

Unused Safe and Sick Leave

You can carry over up to 40 hours of unused safe and sick leave to the next calendar year. However, your employer is only required to let you use up to 40 hours of safe and sick leave per calendar year.

Retaliation

The company will not retaliate against you for requesting or using safe and sick leave. Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in your hours, or any other adverse employment action against you for exercising or attempting to exercise any right guaranteed under the law.

Amount of Safe and Sick Leave:

Your employer must provide up to a total of 40 hours of safe and sick leave every calendar year. You may use any earned for either safe or sick leave purposes. Your employer's calendar year is. Start of Calendar Year: **January** End of Calendar Year: **December**

Rate of Accrual:

You accrue safe and sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of safe and sick leave per calendar year.

5.3 Safe & Sick Leave Accrual Table: New York & New Jersey Employees ONLY

Years of Service	Weekly Accrual Rate
Less than 2 years	.0333 per hour to max 40 hours
2+ years	.0423 per hour

Date Accrual Begins: You begin to accrue safe and sick leave on April 1st, 2014 or on your first day of employment, whichever is later.

Date safe and sick leave is available for use: You could begin using leave on July 30, 2014, or 120 days after you begin employment, whichever is later. You could begin using safe leave on May 5th, 2018 or 120 days after you begin employment, whichever is later.

5.4 Paid Time Off – ALL Other States

EULEN America believe that employees should have opportunities to enjoy time away from work to help balance their lives. Eulen America recognize that employees have diverse needs for time off from work. As such, EULEN AMERICA has established this Paid Time Off policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off and allows employees to balance their work/life schedules. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness, Domestic leave, disability, appointments, emergencies or other needs that require time off from work.

PTO Eligibility:

PTO is accrued upon hire or transfer to a benefit eligible position. Eligible employees must be scheduled to work a minimum of thirty-two (32) hours per week on a regular basis. Employees working less than thirty- two (32) hours per week on a regular basis and temporary employees are not eligible to accrue PTO. PTO requests must be submitted at least two weeks in advance

Accrual and Payment of PTO

PTO may be use for vacation, sick or personal time off; all paid time off will be deducted from accrued PTO hours. Direct employees who are eligible for PTO will begin accruing PTO hours on their date of hire but may not use it until after six months of employment according to the following schedule:

PTO – PAID TIME OFF (Direct Employees)

Years of Service	Annual Accrual Hours	Bi-Weekly Accrual Rate	Accrual Days
Less than 2 years	48 Hours	.0231 per hour	6
2+ years	88 Hours	.0423 per hour	11

PTO – PAID TIME OFF (Indirect Employees)

Years of Service	Annual Accrual Hours	Bi-Weekly Accrual Rate	Accrual Days
0 – 5	104 Hours	0.05	13
5+	144 Hours	0.07	18

Paid Time Off (PTO) is paid at the employee's base rate at the time of the requested time off for the number of hours absent. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. PTO does not accrue on unpaid leaves of absence.

Carry-over of Accrued Unused Hours ALL Other States

Under special circumstances like new project startups, Yearly audits, annual fiscal year close processes, etc., and with formal documented Senior Management exception before end of current year (Dec.), the Company will allow eligible employees who have not used all of the hours accrued during the benefit year to carry accrued and unused hours over to the following year to a maximum of 40 hours. Carry over hours must be used during the second quarter of the year or they will be forfeited.

Use and Scheduling of PTO

Whenever possible, PTO must be scheduled at least two (3) weeks in advance for time off for vacations, personal leave appointments or other reasons. Paid time off can be taken in minimum increments of one full hour. Maximum paid time off to be taken at any one time is five (5) days, unless advance approval is granted. Requests are subject to supervisory approval and staffing needs. While part-time employees are not eligible for paid time off benefits, plans to take unpaid time off must be approved in advance by the employee's department manager.

Supervisors reserve the right not to approve a vacation request if it will interfere with the Company operations or adversely affect coverage of job and staff requirements. The supervisor may request the employee provide a statement from his or her health care provider at any time concerning the justification for unscheduled absences in excess of three (3) days; however, such documentation should be submitted directly from the health care provider to the Human Resources Department for review. PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Employees may not borrow against their PTO accrual banks putting the employee into a negative balance; therefore, no advance leave will be granted.

Payment upon Termination

Accrued and unused PTO time may not be used to extend or in lieu of employee's termination notice. The Company does not pay out any remaining accrued and unused time upon termination of employment unless mandated by local or state law.

Observed Holidays Policy

Employees become eligible for holiday pay after they have completed six months of employment. Employees who work on any of the above holidays, will received time and one-half for each hour worked on the designated holiday. You must work on the designated holiday to receive the holiday pay of time and one- half.

- New Year's Day
- Martin Luther King, Jr. Day (New York and New Jersey only)
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

5.5 Family and Medical Leave Act (FMLA) Policy

The Leave Policy: You are eligible to take up to twelve (12) weeks of unpaid FMLA leave within any twelve (12) months period provided that you (i) have worked for the company for at least 12 months, (ii) for at least 1250 hours in the preceding 12 months and (iii) are employed at a worksite that has 50 or more employees within 75 miles radius. Please contact the Human Resources Department to determine your eligibility.

The Company will grant a FMLA Leave in accordance with the requirements of applicable state and federal laws in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves as FMLA Leave. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under the applicable law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the Company of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave. FMLA Leave may be used for one of the following reasons:

1. The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave).
2. To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave).
3. An employee's inability to work because of a serious health condition (Serious Health Condition Leave).
4. A "qualifying exigency," as defined under the FMLA, which essentially means attending to certain activities in order to prepare for a spouse's, child's, or parent's active duty or call to active duty in a foreign country as a member of the military reserves or National Guard or Armed Forces (Military Emergency Leave)
5. To care for a spouse, child, parent or next of kin (nearest blood relative)—who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation or therapy, is in an outpatient status or is otherwise on

the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, was discharged or released there from under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (Military Caregiver Leave).

Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

An eligible employee is entitled to 12 weeks of FMLA leave in a rolling 12-month period. Each time an employee takes a FMLA leave, the remaining FMLA leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A “single 12-month period” begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee’s work-related injury/illness or a disability as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Notice and Certification

Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1. When the need for the leave is foreseeable, 30 days advance notice of such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day)
2. When the need for leave is not foreseeable, notice within the time prescribed by the company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical
3. When the leave relates to medical issues, a completed Certification of Health Care Provider Form within 15 calendar days (for Military Caregiver Leave, an Invitational Travel Order or Invitational Travel Authorization may be submitted in lieu of a Certification of Health Care Provider form)
4. Periodic recertification (upon request)
5. Periodic reports during the leave.
6. Certification forms are available from the Human Resources Department. At the company's expense, the Company may require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the company may require.

When the leave is for a planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the company's operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

Military Emergency Leave Requirements

Employees are required to provide:

1. As much advance notice as is reasonable and practicable under the circumstances
2. A copy of the covered military member's active duty orders when the employee requests leave,
3. A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Human Resources Department.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notices and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment.

Compensation during Leave

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through state- sponsored or company-sponsored/employee voluntary wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of earned and accrued paid time off leave, to the extent permitted by law and company policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the Company may require you to use earned and accrued paid time off leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits during Leave

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are currently required to make for yourself and/or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to an ongoing paid group health insurance coverage, you may continue your coverage through the company in conjunction with federal and/or state COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Please contact the Human Resources Department for further information.

Your length of service with the company while on leave will remain intact, but accrued benefits such as paid time off leave will not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms

and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a key employee, you will be notified of the possible limitations on reinstatement at the time you request a leave.

A Notice to Employees of Rights under FMLA is provided under this policy

Relationship of FMLA Leave to Paid Leave.

The Company requires that you substitute any unused, accrued paid time off leave for FMLA leave taken for the birth or adoption of a child as well as to care for a family member with a serious health condition, unless otherwise prohibited under applicable law. The Company requires that you substitute unused, accrued paid time off for FMLA leave taken because of your own or an immediate family member's serious health condition, unless otherwise required by applicable law. Once the Company knows that the leave is to be taken for FMLA purposes, the Company will provide you with timely notice as required by the FMLA, which will indicate that paid leave will count toward your FMLA leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100 percent of your salary.

Dade County Family Medical Leave

Employees located in Dade County, may take Family and Medical Leave in accordance with the Federal FMLA policy listed immediately preceding this policy. In addition to taking leave as provided in the National Handbook, Miami-Dade County employees are permitted to take Family and Medical Leave for the care of a grandparent with a serious health condition. The length of leave permitted is 12 workweeks in a 12-month period to run concurrently with any leave provided under the federal Family and Medical Leave Act.

5.6 Workers' Compensation Injury and Substitution of Paid Time Off

The Company will grant a Workers' Compensation Disability Leave if you have an occupational illness or injury in accordance with state law. As an alternative, the Company may offer you modified work. Leave taken under the Workers' Compensation Disability Policy runs concurrently with Family and Medical Leave under both federal and state law.

Notice and Certification Requirements

You must report as soon as possible all workplace accidents, injuries and illnesses no matter how minor to your supervisor. In addition, you must provide the Company with a certification from a healthcare provider of your workplace injury or illness, your inability to work, and/or your work restrictions, and the expected duration of your restrictions and/or inability to work.

Compensation during Leave

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, you must report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal Disability Leave. Workers' Compensation Disability Leaves are without pay. However, you may take accrued paid time off leave during the leave. All such payments will be integrated with any state disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

Benefits during Leave

If you are taking a Workers' Compensation Disability Leave, the Company will maintain your group health coverage if such insurance was provided before the leave was taken and on the same terms as if you had continued to work.

Under certain circumstances, an employee's Workers' Compensation Disability Leave may end, but the employee may still be entitled to the remaining portion of his or her Family and Medical Leave under federal or state law. In these circumstances, the Company will maintain the employee's group health insurance coverage for the remaining portion of the employee's Family and Medical Leave—up to a maximum of 12 workweeks per 12-month period as required by law—if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Company may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work following the Family and Medical Leave.

Employees on Family and Medical Leave, which extends beyond a Workers' Compensation Disability Leave, who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the company in conjunction with federal and/or state COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Employees should contact their supervisor or the Human Resources Department for further information.

Reinstatement

Upon the submission of a medical certification that you are able to return to work, you will be considered for reinstatement in accordance with applicable laws. If you are disabled due to an industrial injury, the Company will attempt to accommodate you. If you are returning from a Workers' Compensation Disability Leave that runs concurrently with a family and medical leave, then the provisions of the Family and Medical Leave policy will also apply. In all circumstances, you must submit an acceptable healthcare provider statement certifying your release to work. You should also provide as much notice as possible regarding the date of your return to work.

5.7 Bereavement Leave Policy

Employees are eligible for up to three (3) days off with pay in the event of a death in their immediate family. Immediate family is defined as parents, grandparents, in-laws, step-parents, spouse, domestic partner, child, grandchild, stepchild, and siblings (brother, sister, brother-in-law, sister-in-law).

The Company may require verification of the need for the leave. If the employee's absence occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of an employee's pre-approved paid time off leave occurs on any of the days of absence, the employee will not receive holiday or paid time off leave pay in addition to paid funeral leave.

5.8 Jury Duty and Other Court Appearances Leave

Employees are encouraged to fulfill their civil obligation to serve when called for jury duty. When an employee must take time off for jury duty, Eulen America will provide the employee paid time off to do so without change in status or loss of pay, as required by applicable laws.

Employees must notify their department head as soon as possible upon receipt of a jury duty summons. Individuals summoned for jury duty are expected to work during normal working hours whenever court is not in session or when their presence in court is not required.

5.9 Time Off to Vote

Unless applicable state law requires additional time off to vote, employees may take up to two hours of unpaid time off from working hours to vote in city, state or federal elections. Employees must notify their supervisors in advance to arrange for voting time. Every effort should be made to vote outside normal working hours, since polling places generally are open before and after work.

5.10 Military Leave (USERRA)

Eulen America is committed to protecting the job rights of employees absent while on military leave. In accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA), it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership regarding their obligation to perform service for any of the Uniformed Services of the United States. Furthermore, no applicant or employee will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Consequently, no applicant or employee will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

Employees who have been absent from employment because of service in the uniformed services are entitled to re-employment with the Company upon their return from duty in full compliance with all applicable federal and state laws.

If any employee believes that he/she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources Department.

Procedures and Guidelines

Short Term Military Leave

Leaves of absence without pay for military or Reserve duty are granted to full-time regular and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws, including The Uniformed Services Employment and Reemployment Rights Act (USERRA).

All Other Military Leave

Employees directed to participate in extended military duties in the U.S. Uniformed Services that exceed ten working days will be placed on an unpaid Military Leave of Absence status for a period of as long as five years (subject to certain statutory exemptions) and will be entitled to the rights and benefits described below, subject to the procedures outlined below.

1. The employee will provide his or her immediate supervisor with notice, (either verbal or written) that the employee will be engaging in military service, unless providing such notice is impossible, unreasonable or military necessity prevents the giving of notice. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.
2. Employees on short term or extended military leave may, at their option, use any or all accrued paid time off leave during their absence.
3. When the employee intends to return to work, he or she must make notification of reinstatement to the Human Resources Department within the application period set forth below.
4. If the employee does not return to work, the supervisor must notify the Human Resources Department so that appropriate action may be taken.

Benefits Continuation

If an employee is absent from work due to military service, benefits will continue as follows:

Eulen America will provide health insurance coverage for any member of the National Guard or the United States Reserves who are called to any active national or state duty. Coverage will be continued at the premium in effect for the employee and, if applicable, his/her dependents prior to military leave, unless the employee requests coverage changes prior to active duty.

If the employee elects not to continue coverage while on active duty, coverage will be reinstated at the employee's request upon return from active duty, without a waiting period and without a disqualification for any condition that existed at the time he/she was called to active duty.

1. The group term life/AD&D insurance sponsored by the Company will be suspended the day the employee becomes active military.
2. The group long-term disability insurance sponsored by the Company will be suspended the day the employee becomes active military.
3. Employees do not accrue paid time off leave while on Military Leave of Absence status.

Reinstatement

Upon an employee's prompt application for reinstatement, an employee will be promptly reinstated in accordance with applicable laws. Along with the timely reinstatement application, when the employee's period of service is more than 31 days, the employee must provide the military discharge documentation (DD214), which establishes that the five-year service limitation has not been exceeded, or that the person's separation from the service does not disqualify him/her from eligibility for reemployment.

Disqualifications for Reemployment

The Company will comply with all federal and state laws pertaining to reinstatement following military service. A dishonorable discharge may impact the rights of an employee seeking reinstatement. The Company is not required to reemploy an employee who is a member of the National Guard under the following circumstances:

1. The company's circumstances have so changed as to make reemployment impossible or unreasonable.
2. The employee's employment prior to the military service was for a brief, non-recurrent period and there was no expectation that the employment would have continued indefinitely or for a significant period.
3. Employment would impose an undue hardship on Eulen America.
4. The employee fails to timely reapply within the requisite time frame or to meet the qualifications for reemployment.

Additionally, an employee who returns to work after serving in the military will not be discharged for a period of one (1) year after the date the member returns to work, except for cause.

5.11 Domestic Violence Leave

An employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic violence may take up to three working days of paid/ unpaid leave time within a 12- month period. "Family or household member" is defined as spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless if they have been married.

Employees may use the leave time to:

Seek an injunction for protection against domestic violence or an injunction for the protection in cases of repeat violence, dating violence, or sexual violence.

Obtain medical care and/or medical health counseling for the employee, a family member, or

household member to address physical or psychological injuries resulting from domestic or sexual violence.

Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic or sexual violence.

Make the employee's home secure from the perpetrator or seek new housing or escape the perpetrator.

Seek legal assistance in addressing issues arising from the act of domestic or sexual violence or to attend and prepare for a related court proceeding, except in cases of imminent danger to the health and safety of the employee or a family member, employees needing domestic or sexual violence leave must provide the Company with at least 48 hours of advance notice. The Company may require the employee to provide certification of the purpose of the leave in the form of a letter from a volunteer services organization, police report or court record, or other corroborating evidence.

5.12 Personal Leave of Absence

The Company may grant a leave of absence in certain circumstances. You should notify your Supervisor, and the Human Resources Department in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your Supervisor and the Human Resources Department during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the Company. Benefits, such as paid time off and holidays, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

You may be required to use accumulated paid time off concurrently with an unpaid leave of absence. Accrued paid time off benefits may be used during occupational medical leaves and pregnancy disability leaves. Any paid time off usage will be coordinated with any state disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible so that at no time will you be paid more than your regular compensation.

The Company may hold in abeyance or proceed with any counseling, performance review, or

disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to the Company's attention during the leave. If any action is held in abeyance during the leave of absence, the Company reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to the Company's expectations and to observe all the Company policies, rules, and procedures.

6.0 Your Benefits

Eulen America strives to offer a competitive benefit package to employees. In addition to some benefits that are specifically described in this handbook, the company offers the following benefit programs to eligible employees:

- Medical
- Dental
- Vision
- Life Insurance
- Voluntary Short-Term Disability Insurance
- Voluntary Long-Term Disability Insurance

Additional Voluntary Insurances: Details about all benefits, such as specific eligibility requirements, the benefits covered, exclusion, and how to make a claim, are described in each program's Summary Plan Description. If you have any questions about these benefits, please contact the Human Resources Department.

7.0 Dress Code

Eulen America strives to be known as an organization where employees enjoy their work environment. We like our offices and Airport Stations to be a place where open communication occurs comfortably across all levels. The Company has adopted a business casual dress code but emphasizes some positions may call for business attire. Some employees are required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position.

If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well- groomed and wearing the proper attire. Appropriate dress and hygiene are important in promoting a positive company image to our customers, both internally and externally. Employees who are hosting or attending meetings with clients, vendors or employees from another company or who are representing the Company at an outside community function or similar event should wear appropriate clothing, which may include business attire.

If an item of clothing is deemed to be inappropriate for the office or Airport by the employee's supervisor, the employee may be sent home to change clothes and will be given a verbal warning for the first offense. Failure to adhere to this policy will result in further disciplinary action up to and including termination.

In keeping with the current dress code, the need for proper appearance from all staff is expected. Therefore, the following guidelines of dress are expected from all employees:

- Clothing should be worn and should fit in such a manner that it does not expose the abdomen, chest or buttocks areas.
- Clothing should not contain sexual references or inappropriate language, and should not suggest or promote the use of illegal drugs or other unlawful conduct.
- Clothing, jewelry, and hair should not be loose or dangle in such a way that it creates a safety hazard.
- Earrings are the only body piercing jewelry that may be visible. No other body piercings may be visible.
- Tattoos should not be visible.
- Employees may NOT WEAR t-shirts, tank tops, halter tops, blouses or dresses with shoulder exposure, beachwear, shorts, bib overalls, spandex or other form fitting pants, work-out attire, sneakers, flip flops, slippers or distracting, offensive or revealing clothes at any time.

Reasonable Accommodation

Any employee who requires an exception to the Dress Code based on a bona fide religious belief or a disability should contact the Human Resources Department to discuss a reasonable accommodation.

8.0 Performance

Performance levels and expectations are monitored by managers and supervisors through the employee evaluation and assessment process on a regular basis. Performance standards are established based on job descriptions and companywide standards and goals. Performance reviews are designed to maintain, and recognize excellent performance. They are also a tool designed to assess work habits that impact work efficiency, customer service, business results, and teamwork.

When performance standards are not met, the employee's supervisor will take appropriate measures to help the employee meet the required performance standards. Where necessary, failure to meet performance standards will result in corrective measures, including the use of performance improvement plans and disciplinary actions. However, the Company reserves the right in its sole discretion to issue any type of corrective performance measure or disciplinary

action at any time as a result of poor performance or a violation of company policy.

8.1 Types of Disciplinary Action

The Company reserves the right to unilaterally decide as to whether satisfactory performance has occurred. The decision to separate remains within the absolute discretion of the company. In addition, the Company is not creating an enforceable commitment to use the procedure outlined below and reserves the right to terminate an employee or otherwise take corrective action without using this procedure. The following serves as a guideline on how the company at its sole discretion will take disciplinary actions:

- Verbal Warning: Typically, infraction is of minor nature or first occurrence
- Written Warning: Applies to repeated violation or more severe infraction
- Final Warning: Applies to severe violations and may involve suspension and could lead to separation
- Separation

8.2 Grievance Procedure

The company has established standards of performance and grievances for all employees. A grievance process provides employees the opportunity to resolve all alleged grievances in a timely equitable manner.

Eulen America encourages informal resolution of grievances and complaints; your immediate supervisor is available to help you resolve any work-related concern or misunderstanding. Employees must address any issues or concerns first with their immediate supervisor. In this manner, employees can get a faster response and resolution to their concerns. Should this type of informal resolution be unsuccessful, employees may choose to initiate a formal grievance or complaint. Employees must submit the information in writing with copy to their supervisor's chain of command and to the Human Resources Department, if applicable, for further action to be taken.

8.3 Performance Appraisals

Managing employee performance is an essential part of the job that managers perform throughout the year. This is as important as managing financial resources and customers' satisfaction because our employees have a profound effect on both financial performance and customers' satisfaction which translate into customer loyalty and long-term business success.

Our performance management process is designed to document the individual and organizational expectations and to create a process by which employees are rewarded for driving results and contributing to the company's success.

All performance appraisals shall be conducted in a non-discriminatory manner, and to the extent possible, based upon objective criteria. In connection with performance appraisals, the criteria for evaluating the employee's performance may include, but is not limited to:

- Goals and objectives as outlined by the Company or the department strategic plan
- Specific performance goals established for a particular program or service/product line
- Internal management and policy direction
- Compliance with laws and regulatory requirements
- Customers' and stakeholders' feedback
- Employee's position description and assigned responsibilities

Although evaluation of your performance is an ongoing process, your annual performance review is an excellent way for the manager and employee to have a two-way conversation. The purposes of this process are to highlight your strengths and discuss your areas for improvement, as well as to plan for short- and long-term goals.

Employee performance reviews will be discussed with the employee, and the employee will be asked to sign the document as an acknowledgement of having reviewed the document. The employee's signature does not signify agreement with the review, but rather an acknowledgement that the review was discussed. The manager will provide a copy of the final review to the employee and the original must be forwarded to the Human Resources Department for placement in the employee's personnel file.

8.4 Termination

A. Voluntary Terminations/Resignation

If you decide to leave your employment with the Company, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. You are required to give a written notice of your resignation and return all property owned by the Company (e.g., vehicles, computers, security cards, keys, uniforms, identification badges, and credit cards) prior to your departure.

B. Involuntary Terminations

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Company to Human Resources prior to your departure.

C. Reductions in Work Force

While the Company hopes to continue growing and providing employment opportunities,

business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that the Company determines to move forward with a reduction in work force of any Employee or a number of Employees, the Company retains full discretion to select which Employee(s) will be affected. While the Company retains full discretion, some of the relevant factors might include the Company's operational requirements and the skill, productivity, ability, and past performance of those involved.

9.0 General Standards of Conduct

9.1 Workplace Conduct

Eulen America endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

As an employee, it is expected that you adhere to all policies and procedures of the Company. It is further expected that every employee complies with all federal, state and local laws, regulations, executive decrees, contracts, specifications and guidelines that apply in the course of business. It is expected that every employee conducts themselves in a professional manner at all times, and exhibit the highest level of integrity in performing their job. It is equally important to maintain a positive work environment through good working relationships with customers, visitors, and co-workers, and that emphasizes our commitment to good customer service and safety.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Company property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Dishonesty.
5. Violation of safety rules and policies.
6. Violation of Eulen America's Drug and Alcohol-Free Workplace Policy.
7. Fighting, threatening or disrupting the work of others or other violations of Eulen America's Workplace Violence Policy.
8. Insubordination or disobedience of a lawful management directive.
9. Use of foul or inappropriate language.

10. Loitering or loafing during work time, or leaving a work area without the permission of management.
11. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
12. Gambling on Company property.
13. Stopping work prior to the end of any shift without management's permission.
14. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
15. Wasting work materials.
16. Performing work of a personal nature during working time.
17. Violation of the Solicitation and Distribution Policy.
18. Violation of Eulen America's Harassment or Equal Employment Opportunity Policies.
19. Violation of the Communication and Computer Systems Policy.
20. Unsatisfactory job performance.
21. Regulated Garbage Service Failures
22. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Eulen America reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Eulen America will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

9.2 Off Duty Conduct

Eulen America will not take any adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from Eulen America's premises. However, under certain circumstances, if an employee's personal conduct begins to adversely affect his/her performance on the job, or begins to make it difficult for him/her to carry out any of his/her job duties while at work, appropriate disciplinary action up to and including termination may be appropriate. You should be aware of the following policies.

Illegal off-duty conduct, which adversely affects the company's legitimate business interests or your ability to perform your job, will not be tolerated.

In accordance with the foregoing, the following types of outside employment are prohibited:

1. Employment which conflicts with your work schedule, duties and responsibilities or creates an actual conflict of interest.
2. Employment which impairs or has a detrimental effect on your work performance with the Company.
3. Employment which requires you to conduct work or related activities on company

- property, during company working hours or using company facilities and/or equipment.
4. Employment which directly or indirectly competes with the business or the interests of the Company.
 5. For the purposes of this policy, self-employment is considered outside employment.

If you wish to engage in outside employment that may create a conflict of interest, you must submit a written request to the Human Resources Department explaining the details of the outside employment. If the Human Resources Department authorizes your request, the Company shall in no way assume any responsibility for your outside employment. Specifically, the Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in such outside employment can be revoked at any time.

9.3 Smoking Policy

Smoking is limited to specifically designated areas. Eulen America is committed to providing its employees with a smoke-free work environment to protect the health, welfare and comfort of its employees from the adverse effects of tobacco smoke from cigarettes, cigars, and pipes.

Smoking is prohibited in all company facilities. This includes all meeting rooms, computer operations rooms, offices, hallways, elevators, public or reception areas, restrooms, corridors, and other common- access areas.

9.4 Non-Solicitation and Distribution

To avoid distractions, solicitation by any employee is prohibited while employee is on working time. "Working time" is the time an employee is engaged, or should be engaged; in performing his/her work tasks for Eulen America. Solicitation of any kind by non-employees on Company premises is prohibited at all times. Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times.

Distribution of literature by non-employees on Company premises is prohibited at all times. Any employee who violates this rule will be subject to disciplinary action.

9.5 Confidentiality

Information about Eulen America, clients, suppliers, and vendors are to be kept confidential and divulged only to individuals within the company with both a business needs to receive such information and an authorization to receive the information. This rule does not prevent employees from discussing their own salary, benefits, and work conditions with each other.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express written permission of the company Chief Executive Officer (CEO), Chief Financial Officer, and

Vice President of Human Resources. Confidential information includes, but not limited to: financial records; business and development, marketing, and strategic plans; the identity of, contact information for, and any other account information pertaining to clients, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques and processes; and any other documents or information regarding the company's operations, procedures or practices.

Confidential information may not be removed from company premises without express authorization.

Confidential information you obtain during or through your employment with the Company may not be used for the purpose of furthering current or future outside employment, including self-employment, or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

9.6 Conflict of Interest and Business Ethics

It is Eulen America's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty, integrity, and its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related

meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you and the Company.

Outside Employment

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

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by Eulen America. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If Eulen America determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use PTO leave to work on the outside job. Fraudulent use of PTO leave will result in disciplinary action up to and including termination.

9.7 Publicity/Statements to the Media

All media inquiries regarding the Company and its operation must be referred to the Chief Executive Officer. Only the CEO is authorized to make or approve public statements pertaining to the Company or its operations. No employees, unless specifically designated by the CEO, is authorized to make those statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the CEO.

10.0 Use of Technology and the Internet

All Eulen America electronic and telephonic communications systems and all communications and information transmitted by, received from or stored in these systems are the sole property of Eulen America. Communications equipment and services include but are not limited to, mail,

electronic mail (e-mail), facsimiles, telephone systems, voice mails, personal computers, computer networks, online services, internet, computer files, computer software, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, and instant messages.

Employees may not copy or use company-purchased or leased software for personal use in a manner that violates software vendors' copyright or contractual agreement.

Company computers that allow access to the Internet and e-mail are for business purposes only. An employee's Internet and e-mail use should be strictly limited to work-related activities.

Employees should have no reasonable expectation of privacy in any message, file, image, or data created using company equipment or systems or stored on Company equipment or systems. To confirm compliance with this policy and all company policies, the Company reserves the right to monitor and search any and all aspects of the computer systems, including but not limited to e-mail, Internet use, website history, instant messages, chat groups, and material downloaded or uploaded by users. Monitoring may occur at any time without notice.

The Company strictly prohibits the use of its equipment or systems to make discriminatory or harassing statements, vulgarities, obscenities or disparaging comments. The Company also prohibits the use of its equipment or systems for any unlawful or wrongful purpose or for solicitation of any kind. The following are examples of prohibited use of company equipment or systems:

Accessing, downloading, printing or storing information with sexually explicit content as prohibited by law. Downloading and/or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory or otherwise unlawful messages or images, sending e-mail using another person's identity, assumed name or anonymously employees should not use company communications services and equipment for personal purposes, except in emergencies or when extenuating circumstances warrant such use.

When personal use is unavoidable, employees must properly log any user charges if any, and reimburse the Company for them. Whenever possible, personal communications that incur charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. Company communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor. Improper use of company communications services and equipment may result in disciplinary action, up to and including termination. Improper use includes any misuse as described in this policy as well as any harassing, offensive or otherwise inappropriate written, recorded or electronically transmitted messages. The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

10.1 Copyrighted Material

You should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your Supervisor.

10.2 Social Media Policy

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

This policy applies to employees who work for The Company, or one of its subsidiary companies.

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, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with The Company, as well as any other form of electronic communication.

The same principles and guidelines found in The Company policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of The Company's legitimate business interests may result in disciplinary action up to and including termination. This includes using the company logo for personal use on your social media communications.

Using Social Media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Know and follow the rules

Carefully read these guidelines, The Company's Statement of Ethics Policy, along with the Information Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies. Inappropriate 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.

Be respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the company. Also, keep in mind that you are more likely to resolved work• related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, 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 on the basis of race, sex, disability, religion or any others protected by Law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the company, fellow employees, customers, suppliers, and people working on behalf of the company or competitors.

Post only appropriate and respectful content

Maintain the confidentiality of the company trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give views on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.

Do not create a link from your blog, website or other social networking site to the Company 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 the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online 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 the Company."

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 employee 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.

10.3 Cellphone Usage

If you are provided a cellular phone by the Company it is provided to you as a business tool only. Cellular phones are provided to assist employees in communicating with management and other employees, their clients, and others with whom they may conduct business. Cell phone use is intended for business-related calls only and personal calls are permitted on a limited basis. Cell phone invoices may be regularly monitored.

This policy applies to: (1) the operation of company-provided vehicles at any time; and (2) the operation of private vehicles while an employee is on work time or conducting business for the Company.

The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones while driving if such conduct is prohibited by law, regulation or other ordinance. If you are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with your Supervisor and/or the Human Resources Department.

Employees should not use a cellular phone, pager, or other portable communication device for business purposes while driving or engaging in any other activity which requires your full attention. If your crew receives an incoming page or call, it must be handled by an employee who is not driving or engaged in another activity which requires full attention. If the caller must speak with the driver personally, the driver must locate a lawfully designated area to park and take the call.

Only in emergency situations can employees use hands-free cell phones to make business calls. These calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue the call.

As a representative of the Company, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

Violation of this policy may subject an employee to disciplinary action up to and including immediate termination.

Under no circumstances should a Company account be opened for the purpose of conducting personal business.

11.0 Health and Safety

The health and safety of employees and others on Company property are of critical concern to Eulen America. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and to recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

12.0 Violence in the Workplace

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct considered not professional and that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. The company resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace.

Eulen America treats threats coming from an abusive personal relationship as it does other forms of violence. Indirect or direct threats of violence, disrespect, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, Human Resources, or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible.

Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to violence in the workplace.

Eulen America will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible.

Eulen America will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Eulen America encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The Company will not discipline employees for raising such concerns.

13.0 Inspections/ Weapon Policy

Employees are prohibited from bringing or otherwise carrying firearms or other weapons inside client and/or company-owned or leased buildings, structures, or other areas or structures where Employees, staff, management, customers or other members of the public gather as a result of company business, events or activities. To enforce this policy and protect our Employees' safety, we reserve the right to search all packages, containers, purses, briefcases, backpacks, lockers, desks or persons entering or located on Company property. Any violation of this policy, including refusal to promptly permit a search under this policy, will result in prompt disciplinary action, up to and including termination. To comply with Florida's Preservation and Protection of the Right

to keep and Bear Arms in Motor Vehicles Act of 2008, the following exceptions apply to this policy:

This policy does not prohibit an employee, licensed to carry a concealed weapon, to maintain possession of a legally-owned firearm locked inside, or locked to, a private motor vehicle in a parking lot, so long as the Employee is legally on the premises at the time, and the vehicle is not owned, rented, or leased by the employer or landlord of the employer. This policy strictly prohibits anyone from removing a firearm from a vehicle in the parking lot unless the firearm is removed for the lawful purpose of self-defense against a crime.

For purposes of this policy, the following definitions apply:

“Firearm” means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer, any destructive device; or any machine gun.

“Motor vehicle” means any automobile, truck, minivan, sports utility vehicle, motor home, recreational vehicle, motorcycle, motor scooter, or any other vehicle operated on the roads of the state and required to be registered under state law.

“Parking lot” means any property that is used for parking motor vehicles and is available to customers, Employees or invitees for temporary or long-term parking or storage of motor vehicles.

This policy is intended to bring the Company into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

13.1 Security Cards

All employees are issued an access card that identifies them as employees of the company. The purpose of this card is to gain access to the building. Access cards are personal to each employee. Employees are prohibited from using their access card for any unauthorized purpose. Unauthorized use of a Company access card includes: (1) loaning a card to another individual, even if that other individual is an employee of the company; and (2) using an access card to activate a door to allow unauthorized personnel entry or exit from the building. Unauthorized use of a company access card is a violation of Company Policy and will be subject an employee to disciplinary action, up to and including termination.

Access cards are programmed to gain access into and out of the building on a set schedule. If an employee requires access into the building outside of those established hours and/or on weekends, they must request access through their manager.

Airport Identification:

All Employees: Must wear the appropriate identification badges as issued and directed by management and airport Authorities. Identification badges must not be modified or adorned with any pins, decals, tape or buttons. Employees are responsible to start the renewal of their airport identification badges 45 days before the expiration date to ensure a timely renewal process.

13.2 Facilities Use

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the lobby area, break room, or conference rooms as applicable.

An employee lounge may be available for employees to use for authorized breaks and meal periods. No employee should perform company tasks on his/her unpaid meal period. If you are called away from your meal period, clock in and then clock out again when you are able to take your lunch break.

Please dry any spills in lounge and surrounding areas as wet floors present a safety hazard. Please use the refrigerator for daily use – lunches and snacks you have planned for the day. Avoid brining large containers (fruit juices, milk, etc.). Large containers will be disposed of without notice if space becomes a problem for employee lunches.

13.3 Visitors

Generally, friends and relatives should be asked not to visit employees during working hours, any visit must be arranged to minimize disruption of work. All visitors need to be escorted beyond the lobby area and unattended children are not allowed in the facility or on the premises at any time.

13.4 Parking

Eulen America is not responsible for any loss or damage to your vehicle while using the company's parking areas. You may not park in designated reserved parking spaces, such as the visitor's parking, and disabled parking.

13.5 Company Vehicles

Company vehicles will be assigned to Company employees only in carrying out job-related functions. Company vehicles may not, by law, be driven by anyone who is not a Company employee herein after referred to as "drivers". Company vehicles may not be used for any personal or private purpose whatsoever. Vehicles cannot be used during non-working hours unless the driver requires the use of the vehicle before or after completion of the regular work

day to conduct Company business.

All employees authorized to drive Company-owned or leased vehicles or personal vehicles while conducting Eulen America business must possess a current, valid driver's license and an acceptable driving record.

Any change in license status or driving record must be reported to management immediately.

All drivers and passengers in Company vehicles will be required to comply with the Seat Belt Safety Law and wear properly fastened safety belts whenever traveling by Company vehicle. Drivers shall not transport non- employee passengers unless it is necessary to conduct job-related functions.

Drivers will be required to comply with all state and local laws and regulations relating to the operation of motor vehicles, including speed regulations and consumption of alcohol.

Drivers will be responsible for immediately notifying their Manager of any parking citations and paying for, without reimbursement, all illegal parking fees and traffic violations.

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
- Texting or talking on mobile devices unless using a hands-free device.
- Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- The Company will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Driver's License Policy

It is the policy of Eulen America that all employees who perform duties requiring them to drive on airport property, MUST have a "valid, unrestricted driver's license" issued in the state in which the Eulen America facility is located in order to qualify for employment with the Company. A restriction on a prospective employee's driver's license for glasses or contact lenses will not prohibit employment provided the current license is valid.

1. Employees at each Eulen America location must comply with the requirements of local government and airport authorities.

2. Employee may receive a safety citation and progressive disciplinary action may occur. Employee may be sent home (without pay) to retrieve license.
3. Repeat occurrences may result in termination of employment.

If an employee has his/her driver's license suspended for any reason he/she must notify his/her supervisor immediately.

1. Depending upon the individual facts and circumstances, an employee may be provided with, at Management discretion, up to a 30-day leave of absence, without pay in order to obtain a valid driver's license or driver work permit in lieu of termination.
2. In the event the employee cannot obtain a valid driver's license or driver work permit within the allocated time, the employee's employment will be terminated.

Any employee driving on the Air Operations Area with a suspended or expired driver license may be subject to immediate termination.

14.0 Emergency Procedures

According to the Federal Emergency Management Agency (FEMA), an emergency is any unplanned event that can cause deaths or significant injuries to employees, customers or the public; or that can shut down your business, disrupt operations, cause physical or environmental damage or threaten the facility's financial standing or public image.

In addition, there are other numerous events that can be considered emergencies. In the event of an emergency, knowing how to handle the proper procedure could be the difference between a serious injury and / or even death. If an employee is injured or ill during work hours or is involved in a work-related accident and the employee or his supervisor believes that emergency medical treatment is needed, call 911 immediately. Supervisors must immediately report all work-related accidents of their subordinates and any accidents they observe to the Human Resources Department and the Safety Director. Employees involved in work-related accidents must report their accidents to their supervisor at the earliest possible opportunity.

14.1 Inclement Weather/Disaster Preparation & Recovery Policy

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with Supervisory approval, employees may use available paid leave time, such as unused PTO benefits when eligible.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. Managers will be informed of emergency closings by the company President/CEO. They in turn will call each of their employees to inform them of the closing. Employees should maintain updated contact information in the employee portal, Workday, so the telephone list will be current should a disaster occur.

14.2 Business Continuity Mode

The following pay policy applies to all non-exempt employees while the Company is in Business Continuity operational mode:

1. Should the office need to close for more than one day, up to an entire week, all Full Time non- exempt affected employees will be able to use their paid time off leave time while the offices are closed.
2. If non-exempt employees have exhausted all available paid time off or have not yet accrued enough paid time off to cover the days the offices are closed, the employee will not be paid for those days. The Company may, in its sole discretion, advance the employee paid time off leave days.

The Company will do everything possible to process payroll as scheduled. Should conditions not allow this, we will endeavor to issue payroll within 48 hours of resuming business, subject to records and banking availability.

15.0 Personnel Files

The information recorded in your personnel file is extremely important. Make sure that the personal data in you digital Workday file is accurate and up to date. Please report any change of address, phone number, legal status, benefits, etc., by updating your records through the Workday portal. If you have issues accessing your Workday portal please email the IT department at the following email: IT@eulen.com

The Company will restrict disclosure of your personnel file to authorized individuals within the company. Any request for information from personnel files must be directed to the Human Resources Department.

Human Resources is the only department authorized to release information about current or

former employees. Disclosure of personnel information to outside sources will be limited; however, the company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

Health/medical records are not included in your personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only (1) as allowed by law; and (2) to the employee's personal physician upon written request with permission of the employee.

16.0 Employment References

All requests for employment references must be directed to the Human Resources Department. Managers, supervisors or employees are not authorized to release references for current or former employees. The Company's policy as to references for former employees is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the Company will also provide the authorized requester with information on the amount of the salary or wage you last earned.

17.0 Eulen America Staffing and Recruitment Policy

The general principles that govern this Recruitment and Staffing Policy are the following:

- To promote the mission, vision and values of Eulen America. Each new employee joining the company becomes a full member of the company culture, which implies a commitment to the Organization, as well as a constant desire for continuous improvement and pursuit of mutual benefit.
- Eulen America will treat all employees in a fair and consistent manner, be compliant with local legislation, regulation and best practice guidance and be consistent with Eulen's culture and values.
- Select the most suitable candidate. In view of the specific characteristics and requirements of the job, in accordance with the business needs and the culture of the company.
- Job opportunities (lasting 6 months or more) will be advertised internally for a minimum of a week, unless an exception (e.g. for talent management, succession, commercial reasons) is approved by VP of HR.
- Eulen America will proactively seek potential candidates identified as successors for senior roles or key roles where specific strategic capabilities are required.
- All selection decisions will sit with hiring management in collaboration with Human Resources.
- A minimum of one management level up will apply when signing off selection decisions.
- Candidates for Director Positions need to be assessed by an appropriate number of relevant Eulen America stakeholders before an offer is made, and in all cases, this will be

a minimum of two.

- Appropriate background screening, including referencing, will be conducted on all candidates (internal and external). These will be at an appropriate level for the role (e.g. will consider senior management responsibilities) and in line with local regulations and legislations.
- For management positions (middle management and above), offer of employment will required the signing of a confidentiality agreement with appropriate terms to protect Eulen's business interests (e.g. confidentiality, restrictions following termination) considering local legislative and regulatory requirements.
- Selection/interview training should be provided for all managers routinely involved in the recruitment and selection process.

17.1 Prohibit the recruitment of minors

Given the nature of the services we provide, the company will not hire any employee under 18 years of age. It is the General Rule of Conduct of Eulen America to guarantee the safety and health at work of all personnel who hold a position in the organization, avoiding any risk to the physical integrity and wellbeing of the individual. Therefore, it is established as a precautionary measure the prohibition of hiring minors

17.2 Guiding criteria in the hiring of family and associates, referred to by employees or persons close to Eulen America

Nepotism and Conflict of Interest

It is strictly prohibited the hiring of relatives and/or referrals of any person close to a company decision maker individual who has formal or informal authority in the company. This prohibition applies to all positions direct or indirect in the company as well as contracting their services through commercial contracts.

This prohibition of hiring relatives, will reach up to the fourth levels of management. The hiring of relatives and / or referrals of employees providing services for any Group EULEN company is prohibited, permitting it only in exceptional situations, regulated and subjected to a regimental written and express authorization of the company's Executive Management team.

This policy is intended to avoid any risk or perception of favoritism or nepotism, ensuring respect for the principle of non-discrimination and equality. Optimize human resources to improve the competitiveness of the company. Personal Relationships in the context of this policy, a personal relationship is defined as a:

- Family relationship of any kind including in-laws
- Sexual/romantic relationship

Relationships between members of staff

- Although the existence of a personal relationship between members of staff does not necessarily prevent the employment of either party, staff should declare to their line manager any personal relationships which may give rise to a real or perceived conflict of interest, trust or breach of confidentiality.
- Where a personal relationship exists or develops between members of staff who are in a line management or supervisory relationship at work, they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party. Additionally, staff in a personal relationship should not work together in any circumstance whereby a conflict of interest, breach of confidentiality or unfair advantage may be perceived to be gained from the overlap of a personal and professional relationship.
- In any such circumstances, the relationship must be declared in confidence to the employee's manager and Human Resources. Suitable alternative management arrangements will be discussed and confirmed with the individuals concerned (and confirmed in writing). If it is considered unavoidable to inform other members of staff about the relationship in order to explain a change in management arrangements, this will be discussed with the individuals concerned, before it is disclosed.
- A case whereby any personal relationship (as defined within this policy) is not declared and results in an unfair advantage or disadvantage to either of the parties to the relationship, will be considered a serious matter and may lead to disciplinary action up to and including termination.
- All applicants for internal and external recruitment opportunities will be asked to declare any personal relationship with existing employees.

17.3 Guidelines Prior to Recruitment

Analysis of the aspects related to the position to be covered (job description). The company shall define the Jobs to be covered, including in this definition aspects of the professional profile, knowledge, skills and abilities as well as required training, necessary experience, preferred general aptitudes, or any other variable of suitability. Thus, ensuring that candidates have access to equal employment opportunity under the same conditions of information, merit and availability.

Recruitment Guidelines

Accurate knowledge of the duration of the services contracted to us.

Appropriate sizing of services. A correct analysis of the client's requirements leads to make the proper headcount sizing and determine whether the employment will be temporary part time or full time.

Use of the most appropriate hiring practice to the service provided to the client. Therefore, the position classification of the worker must be adapted to the indefinite or temporary character of the client contract.

Ensure that all the required employment documentation of the employees is collected in a timely manner. Documents related to the employee credentials to meet the requirements of the job must be verified and placed in the employee file, i.e. such as professional certifications, educational degrees, licenses, etc.

17.4 Hiring Policy Regarding Former Employees

An individual's rehire eligibility is based on a number of factors including 1) the circumstances surrounding the candidate's previous termination of employment, 2) the candidate's previous time and attendance record, 3) the candidate's previous job performance and 4) feedback from previous Managers familiar with the candidate's prior experience. Where business necessity exists, Eulen America may rehire any previous employee who voluntarily left the company and was eligible for re-hire. Former employees must go through the same hiring process as external applicants. A former employee who is rehired will be considered a new employee from the date of re-employment, unless rehired within six months.

17.5 Promotions/Transfers/Reclassifications

Employees are not eligible for transfer/promotion while they are in the probation period. Full time or part time employees are eligible for a transfer/promotion after completing at least 6 months of satisfactory employment, unless, as an exception, the transfer is for the convenience of the company. Exceptions to this policy must be approved by the appropriate Vice President.

17.6 Employment Status

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Eulen America. Employees are also classified internally as either Direct employees (MOD) or Indirect Employees (MOI).

- Nonexempt employees (Hourly): are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

- Exempt employees (Salaried): are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Company has established the following categories for both nonexempt and exempt employees:

Regular full time (MOI): Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 40 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- Regular full time (MOD): Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of at least 30 hours per week depending on the project or client they are assigned to work. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- Regular part time: Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule usually fewer than 28 hours each week. Regular, part-time employees are not eligible for any of the benefits offered by the company.
- Temporary, full/part time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary workers are not eligible for company benefits.

18.0 Employee Handbook Disclaimer

This is to acknowledge that I have received a copy of the Eulen America's Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with the Company. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I also acknowledge that my employment with the Company is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the Company. I acknowledge that nothing in this Employee Handbook and any oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the President/CEO that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that, except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of the Company. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment or a written employment agreement providing otherwise, terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Company concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that, with the exception of written employment agreements signed by the President; this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

Employee Full Name: _____

Employee Signature: _____

Date: _____