



**The DAKO Group
Employee Handbook**

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Section

1

Role of this Employee Handbook

This Employee Handbook is designed to acquaint you with The DAKO Group and provide you with information and guidance regarding the policies affecting your employment, your working conditions, and the many benefits available to you as a DAKO Group Employee. This Employee Handbook is not a contract of employment between The DAKO Group and you. Nothing contained in this Handbook is intended to create, nor should it be viewed as creating, any contract of employment between you and The DAKO Group. However, certain aspects of your employment relationship with The DAKO Group are contractual in nature including the Arbitration Agreement and At-Will Status, all of which cannot be unilaterally modified.

By accepting or continuing employment with The DAKO Group Employee agree that with the exception of Excluded Claims any and all actions and claims arising out of or related to an Employee's employment or termination by The DAKO Group, including but not limited to claims arising under state or federal civil rights statutes, must be brought within 90 days (or to the extent a 90-day period is determined to be invalid by a court of competent jurisdiction for any claims, I agree that a 180-day statute of limitations shall apply) of the event giving rise to such actions or claims, or be forever barred and expressly waive any limitation periods to the contrary.

This Employee Handbook supersedes, in all respects, all previous Employee Handbooks, policy memos, practices, policies and rules, whether written or oral. No Employee handbook can anticipate every circumstance or answer every question about policy. Occasionally, a policy may be re-evaluated and, sometimes, unusual situations may merit exceptions. Therefore, The DAKO Group reserves the right to unilaterally modify, amend, suspend, cancel or delete any or all policies, procedures or practices from time to time as it deems appropriate in its sole discretion. The DAKO Group reserves the right to make exceptions to policies contained in this Employee Handbook, in its sole discretion. It is also understand that you have no reasonable expectation to believe these policies will remain unchanged.

Please read the entire Employee Handbook and familiarize yourself with its provisions as you must comply with them during your employment as a The DAKO Group Employee.

If, at any time, you have any questions, would like more information, or are confused about this Employee Handbook or any DAKO Group policy, please contact the Human Resource Department at (248) 655-0100.

Section

2

Mission Statement , Welcome and General Overview

MISSION STATEMENT

The mission of The DAKO Group is to offer a level of service far beyond what our competition can or is will to offer and to be the Professional Personnel Specialists by choice to our clients, based on our reputation for using yesterday's business ethics and today's technology.

WELCOME TO THE DAKO GROUP

Welcome to The DAKO Group team! It is our mission to offer a level of service far beyond what our competition can or is willing to offer, and to be the professional personnel specialist of choice to our clients, based on our reputation for using yesterday's business ethics and today's technology. We comply with legal and client requirements with continual improvement through a framework of performance metrics. We are pleased and proud you have chosen to join us in this effort at The DAKO Group, where we strive to provide a work environment that is conducive to both the personal and professional growth of our Employees. We are confident that you will find your employment here both challenging and rewarding.

We strive to give our clients high quality service in a friendly and professional manner. This requires that each of us cooperate with fellow Employees and perform our duties cheerfully, faithfully and diligently.

Each Employee will, of course, have questions about the Company. This handbook has been prepared to help answer Employees' questions. Please feel free to ask any specific questions that are not addressed in this handbook.

We are proud of our past and present success. We are certain that you will share this pride with us and do your part to ensure our continued success. The DAKO Group wants to make your job as pleasant and efficient as possible, so your ideas and suggestions are always welcome. Again, thanks for joining our "team"! We can't do it without *YOU!*

General Overview

- **The DAKO Group** is your employer. You are a temporary employee working for The DAKO Group and assigned to a Client Company. This Handbook does not represent a contract of employment.
- Your employment with The DAKO Group and assignments at your Client Company are considered "at will" meaning that either party can terminate assignments at any time with or without cause. Additionally, Employee, while in the employ of DAKO or for 90 days following the termination of this assignment, shall not pursue direct employment with the client and shall not accept employment with another subcontractor or work as an independent contractor for the client, without written authorization from DAKO.
- You will be paid on actual hours worked (unless otherwise agreed) and hours must be preauthorized by a Client Company representative. You are not approved to work overtime or incur business expenses unless approved in advance by an authorized supervisor at the Client Company. All time records submitted must reflect hours worked for corresponding days and pay weeks.

If an adjustment is needed on your check or timecard or if you have been denied any type of earning or benefits, you will need to contact The DAKO Group immediately. Timecards or payments may be disputed within thirty days after receipt. After that time, The DAKO Group and the Client Company will be released from any liability for those hours, wages or any other compensation.

- The DAKO Group complies with Federal Labor Standards Act. Unless otherwise notified, holiday/vacation/sick days are not paid by The DAKO Group. All The DAKO Group employees are paid for actual time worked.
- It is your responsibility to notify The DAKO Group within 48 hours of completion of your assignment and to provide an updated resume to Recruiting@dakogroup.com. Failure to do so may result in denial of unemployment benefits. You are responsible for returning all employer equipment (i.e. work badge, uniform, laptop, etc.) within 48 hours of your assignment being terminated.

Section

3

At-Will Status of Employment

I understand that the nature of my employment relationship is “at-will.” This means that at the sole discretion of either The DAKO Group or me, my employment may be terminated with or without cause and with or without notice. I acknowledge that the personnel practices, including the right to hire, transfer, suspend or discharge, to relieve Employees from duty and to maintain discipline and efficiency of Employees, rest exclusively in the sole discretion of The DAKO Group. I agree that The DAKO Group may introduce new policies, procedures and job requirements as Employer priorities, interests and needs dictate. I have been advised that nothing in this Manual operates to change the status of my employment relationship from at-will to any other status. I understand that all disciplinary provisions in this manual are advisory, and I have no right to exhaust any single or progressive disciplinary procedure prior to termination. I know that any representations that change my Employee status from an at-will employment status must be in writing and signed by the CEO of the organization. Any other purported changes in the at-will nature of my employment relationship are without any effect. I acknowledge and certify that no oral statements or promises of employment beyond the at-will policy of The DAKO Group were made prior to, or relied upon by me prior to hire.

Section

4

Equal Employment Opportunity Statement

The DAKO Group subscribes to a policy of equal employment opportunities and will maintain and conduct all practices relating to recruitment, hiring, discipline and other terms and conditions of employment in a manner which does not discriminate on the basis of race, color, religion, national origin, age, sex, disability, marital status, height, weight or veteran status.

Under Michigan law, a person with a disability needing accommodations for employment must notify the Employer in writing within 182 days after the need is known or reasonably should have been known. Failure to notify the Employer may result in a loss of your rights. Should you have any questions or concerns on your rights, please contact the CEO immediately in writing.

The DAKO Group will not discriminate against persons with disabilities in regard to any employment practices and/or terms, conditions and privileges of employment. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examinations, training, layoff recall, termination, compensation, leave, benefits or any other term, condition or privilege of employment.

If you are a person with a covered disability as defined by law, we will make reasonable accommodations available to you. Please notify the Human Resource Manager immediately.

As a The DAKO Group Employee, you too must comply with The DAKO Group's equal opportunity policy as an integral part of The DAKO Group's culture. Any Employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their Supervisor, Manager, or to the Human Resources department or the Chief Executive Officer of The DAKO Group. Employees can and are encouraged to raise any and all concerns about discrimination without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

Section

5

Social Security Privacy Policy

The DAKO Group understands the importance of protecting the confidentiality of its employees' Social Security numbers and those collected in the ordinary course of The DAKO Group business. Neither The DAKO Group nor any of its employees will unlawfully disclose Social Security numbers obtained during the ordinary course of business. The DAKO Group will limit access to information or documents containing Social Security numbers to those employees who need the information to do their jobs.

In addition, The DAKO Group will shield Social Security numbers displayed on computer monitors or printed documents from being easily viewed by others. Unless required to do so, The DAKO Group will not use Social Security numbers as personal identifiers, permit numbers, license numbers, or primary account numbers or other similar uses

The DAKO Group may use a Social Security number to perform an administrative duty related to employment, including, for example, to verify the identity of an individual; to detect or prevent identity theft; to investigate claims; to perform a credit check, criminal background check or driving history check; to enforce legal rights; or to administer benefits programs.

Section

6

Immigration Law Compliance and E- Verify Information

In accordance with the *Immigration Reform and Control Act of 1986*, The DAKO Group employs only those individuals who are authorized to work in the United States. All individuals who are offered employment are required to submit documentary proof of their identity and employment authorization within three days of actual employment (as distinguished from the "hire" date). Individuals to whom an offer has been made will be required to complete, and sign under oath, U.S. Citizenship and Immigration Services Form I-9. This form requires that employees attest that they are authorized to work in the job for which they have been hired and that the documents submitted to establish this right are genuine.

Employees authorized to work in the U.S. for a limited period of time must maintain their legal status and will be required to update their I-9 form with appropriate documentation before the expiration of the authorized employment period. Regardless of one's visa status, The DAKO Group is an AA/EEO employer and does not discriminate upon the basis of national origin or citizenship.

E-Verify: The DAKO Group will provide your SSN to the Social Security Administration, SSA, and may also provide your SSN to the Department of Homeland Security, DHS, from your completed I9 form to verify authorization to work in the United States.

If the U.S. government is unable to verify your authorization to work in the United States, you will be given instructions and opportunity to contact the SSA/DHS before any adverse action is taken. Adverse action can include termination of employment.

Section **7** Personnel File/Record

Contents of File

A personnel file will be kept for each Employee. The personnel file of each Employee may contain his/her application for employment, Federal and State tax forms, evidence of education, resume, training and previous experience, the records of hiring, job assignments, work schedules, salary, job performance evaluations, correspondence relating to the Employee, reprimands and other discipline. Separate itemization of all credits for meals, tips and lodging against the minimum wage taken each pay period, if any, may also be included in the file. The file may contain other information not prohibited by law.

Employee medical records will be maintained in a separate file.

Personnel Files

For the purpose of maintaining complete and accurate personnel files, Employees are required to report any changes in their personal status to The DAKO Group. The information needed is:

1. Change of address or telephone number;
2. Any change affecting your tax withholding status;
3. Legal change of name;
4. Change of person(s) designated to call in case of emergency;
5. Changes that would affect your insurance benefits.

Failure to timely report any change that affects your tax status may result in you being responsible for any fees and fines that DAKO incurs due to your failure to communicate the change.

Employee Access to File

Pursuant to Michigan law, Employees may review and request a copy of their personnel file. They may also file a response regarding the content of his or her personnel file. If an Employee would like to review his or her personnel file, a written request must be submitted to The DAKO Group.

The request for review should include the Employee's name, social security number, dates of employment and the specific location at which the Employee works or worked. The examination of the personnel file will be supervised and will be scheduled during regular office hours, unless other arrangements are necessary.

If an Employee requests a photocopy of the contents of his or her personnel file, The DAKO Group requires reimbursement for the actual incremental cost of making the photocopies.

If there is a disagreement between The DAKO Group and the Employee regarding the contents of the file, the Employee may submit up to five pages (8.5x11) of written response. This response will be included when the personnel file is divulged to a third party.

Section

8

Raises and Compensation

The DAKO Group is dedicated to providing quality services and benefits to its field employees. We do everything in our power to ensure that our employees are taken care of to the best of our ability. In accordance with this philosophy, the salary offered for this position is the maximum allowed for these circumstances. No money is withheld to allow for merit or length of service increases in compensation, and the compensation being offered is final.

In the event that a raise in compensation is desired, each employee must follow the following process before a raise will be considered. This process is necessary in order to receive a raise, but by no means guarantees that any increase will be given.

1. Each employee must compose a letter to The DAKO Group describing, in detail, the job description/duties when hired and the job description and duties currently. This letter needs only to describe in what way the employees' responsibilities, skill set, and job duties have changed.
2. This letter, along with any other applicable paperwork (i.e. performance reviews, etc.) will be taken by DAKO to the client company. DAKO will then ask the client company for an increase in the bill rate for that employee.
3. An employee's raise will then be determined based upon the client company's response to DAKO's request.

This is the process which must be followed by all DAKO employees in order to receive a raise in compensation. DAKO will do its best to satisfy the requests of its employees, but the completion of this process does not guarantee that a raise will be granted.

Section

9

Employee Conduct and General Work Rules

To ensure orderly operations and provide the best possible work environment, The DAKO Group expects Employees to act in a courteous, professional and respectful manner at all times toward fellow Employees, management, customers and visitors. You must always abide by common-sense rules of conduct that protect the interests and safety of all Employees and the organization.

The following list does not modify The DAKO Group's at-will policy nor is it intended to list all forms of behavior that are considered unacceptable in the work place. The following are examples of infractions of common-sense rules of conduct that may result in disciplinary action up to, and including, termination of employment at the sole discretion of The DAKO Group and without prior warning:

- Theft or unauthorized removal or possession of property.
- Falsification of time keeping records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, during working hours, or while operating employer-owned vehicles and equipment.
- Fighting, threatening, violence, coercing/intimidation or interfering with employees in the workplace.

- Boisterous or disruptive activity in the workplace.
- Negligence or improper conduct leading to damage of property owned, leased or rented by The DAKO Group, a customer or another Employee.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Sexual or other unlawful harassment or discrimination.
- Possession of dangerous or unauthorized materials, such as explosives or firearms or other weapons, in the workplace.
- Excessive tardiness, absenteeism or any absence without proper notice.
- Unauthorized absence from workstation during the workday.
- Unauthorized use of telephones, mail system, computers, e-mail, Internet or other employer-owned equipment.
- Loafing, sleeping on the job, neglect or failure to perform assigned duties.
- Unauthorized disclosure or use of business “secrets” or confidential information.
- Unsatisfactory performance or conduct.

In addition to the foregoing, The DAKO Group may issue work rules for your specific job, activities or location. If you work at an on-site client location, please note you do not take direction from the client’s managers or employees regarding your work rules or other terms of your employment.

Section 10 Classification of Employment

It is the intent of The DAKO Group to clarify the definitions of employment classifications so that Employees understand their employment status and benefit eligibility.

Under the Fair Labor Standards Act, each Employee is designated as either **NONEXEMPT** or **EXEMPT** from federal and state wage and hour laws. **NONEXEMPT** Employees are entitled to overtime pay under specific provisions of federal and state laws. **EXEMPT** Employees are excluded from specific provisions of federal and state wage and hour laws. An Employee’s **EXEMPT** or **NONEXEMPT** classification may be changed only upon written notification by The DAKO Group management.

In addition to the above categories, each Employee will belong to one other employment category:

Regular Full-time Employees are those who are regularly scheduled to work 40 or more hours or more per week.

Regular Part-time Employees are those who are regularly scheduled to work less than 40 hours per week.

Section 11 Expense Reimbursement

The DAKO Group will reimburse approved expenses only when supported by an expense report explaining the business purpose. The following additional criteria must be met:

1. Travel and other expenses must be approved in advance by assigned client supervisor.
2. Expenses must be reasonable and reflective of the Employee’s efforts to be cost conscious.

3. All expenses must be reported on the proper expense report form.
4. The expense report detail section must carry sufficient explanation to indicate the business nature of all expenditures.
5. All air travel is to be coach class, utilizing all available discounts and realizing the lowest cost fare available for the routes flown. Employees are expected to arrange air travel sufficiently far in advance of the date of travel such that advanced purchase discount tickets can be obtained.
6. The cost of meals with other Employees will not be reimbursed unless traveling out of town overnight away from their assigned work location. Personal expenses on hotel bills are not reimbursable (e.g., pay movies, personal telephone calls, etc.)
7. All expenses should be reported on a current basis. If proper documentation is not received within thirty (30) days of the expense, any potential for reimbursement will be forfeited.
8. Falsification of expenses, regardless of the amount, is grounds for disciplinary action up to and including termination.

Documentation

All expenses should be documented by an original receipt, which may be uploaded into the required expense reporting system. As a result, all entries on expense accounts for hotel, car rental, airline tickets, car phone bills, etc. must be accompanied by an original detailed bill with explanation of business nature.

Failure to substantiate a bona fide business purpose for such expenditures or provide original documentation receipts could result in the items being considered ineligible for deduction upon an IRS audit, an event whereby additional taxes and penalties would be due by The DAKO Group and the Employee.

Approval

Each expense report will be reviewed for reasonableness and must be approved by the client manager and The DAKO Group.

Section

12

Absence and Tardiness

Upon accepting employment with The DAKO Group, each Employee assumes the personal responsibility of being on the job each scheduled day. Employees should strive for perfect attendance.

Absenteeism is defined as a failure to meet a scheduled shift exclusive of approved leaves. Tardiness is defined as the failure to report to work at the time scheduled.

The DAKO Group recognizes that occasional absences and lateness are unavoidable. However, absenteeism and tardiness always cause lost wages to Employees and create difficulty in meeting staffing requirements. The tardiness of one Employee will sometimes force another Employee to continue working. When Employees are required to stay late to cover for a tardy coworker, it creates morale problems and unnecessary overtime expense. The same challenges exist when dealing with absences.

Either poor attendance or excessive/patterned tardiness may lead to disciplinary action up to, and including, termination of employment.

Section 13 Employee Surveys

All DAKO employees are required to submit a survey on a monthly basis. This confidential employee survey is your tool to express any concerns, claims or disputes. The survey will remain in your personnel file as proof of any claims against DAKO or the client.

Section 14 Bereavement Leave

In the event of a death in the immediate family of any full-time Employee (spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law or any relative living in the same household), the Employee will be entitled to up to a maximum of three days off without pay starting with the day of the funeral and working back, if attending the funeral.

Section 15 Jury Duty

The DAKO Group encourages all Employees, whenever they are requested to do so, to participate as an active member of a jury. Any full-time Employee who is called to, and reports for, jury duty, the leave shall be unpaid. Employees who are excused from jury duty and who can work a minimum of two hours of their regular shift on that day are expected to do so.

Section 16 FMLA Leave

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition”.**

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; and discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Section 17 Military Leave

The DAKO Group will comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state laws pertaining to military leave.

As the laws change, or as interpretations of the laws change, military leave benefits for The DAKO Group employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, employees should consult with DAKO's Human Resources for current and complete details regarding their military leave rights.

Eligibility for Military Leave of Absence

In accordance with USERRA, employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their positions, subject to the limitations and restrictions set forth in federal and state laws. Upon receiving an assignment for military service, employees should promptly provide notice to The DAKO Group prior to going on military duty, unless precluded by military necessity.

Compensation for Military Leave

Eligible employees who perform service in the uniformed services (as those terms are defined by USERRA) will be placed on unpaid military leave status for all days that they are engaged in such military service.

Health Insurance Benefits

Per USERRA, The DAKO Group will at a minimum maintain health benefits and other benefits for the first 30 days of military leave as if the employee was actively employed. Employees on military leave of absence will be entitled to participate in any rights and benefits not based on seniority that are available to employees on non-military leaves of absence. After the initial 30 day period, employees on military leave may continue their benefits, similar to COBRA, for a period up to 18 months. The employee must pay his or her portion of any benefit(s) premiums in order to keep the benefits active. If the employee does not return to work at the end of the military leave, the employee may be required to reimburse The DAKO Group for the cost of the benefit premiums paid by DAKO for maintaining applicable coverage.

Reemployment Rights

USERRA places a 5-year limit (with some exceptions) on the cumulative length of time a person may voluntarily serve in the military and remain eligible for reemployment rights. The USERRA reinstatement rights do not extend, however, to employees who are employed for brief, non-recurrent periods with no reasonable expectation that employment will continue indefinitely. Under certain circumstances employees are eligible to be reinstated to their former position unless DAKO establishes that the circumstances have so changed as to make reemployment impossible or unreasonable.

If on military leave for 90 days or less, eligible employees may be reinstated to their own position. If on military leave for over 90 days, eligible employees may be reinstated to their own position or a similar position of like seniority, status or pay. Upon return from military leave, employees must comply with the current provisions of the law in regards to notification of and time frame in which they must return to work.

Section

18

No Solicitation/No Distribution Policy

In the interest of efficiency and for the protection of the workplace, The DAKO Group has adopted the following policy concerning solicitation and distribution of materials by Employees and non-Employees. There shall be no solicitation or distribution of materials by an Employee or non-Employee during the working time of the Employee or the working time of the person(s) being solicited.

Section

19

Confidentiality of Employer Information

Employees have access to a wide range of confidential information. "Confidential information" is information which is not generally known and which the Employee obtained solely as a result of his or her employment. It includes, but is not limited to, the Employer's suppliers, methods of operation, policies, trade secrets, pricing, financial condition, including information related to profits, sales, net income and debt.

During employment, Employees should only share or discuss confidential information with other Employees on a need to know basis. Confidential information should not be gossiped about or discussed with Employees who do not have a need to be aware of the information. Employees should never discuss confidential information with anyone outside of the company. Furthermore, Employees should not directly or indirectly copy or remove from the Employer's premises any confidential information unless the Employee has a business reason for doing so and has received his or her supervisor's permission before doing so. When employment ends, Employees must return to the Employer all originals and all copies of any confidential information.

If at any time Employees have any questions concerning what is or is not confidential and what their duties are with regard to confidential information, they should not hesitate to discuss those questions with their immediate supervisor, or The DAKO Group Human Resource Department.

Section

20

Employer E-mail, Voice Mail, Internet and Social Media Policy

The DAKO Group's policy on e-mail, voice mail and Internet usage in the work environment is as follows:

1. The communication of trade secrets and/or proprietary confidential information via voice mail or e-mail is prohibited. Employees are reminded that they must treat this information at all times in a secure manner and must not deviate from that obligation by communicating it via e-mail or voice mail.
2. Employees should have no expectation of privacy in email or voice mail communications, whether to supervisors, co-workers, or others. Even if e-mail is deleted from the Employee's screens, it is not deleted from the system, and even if Employees have private code words for e-mail access, their e-mail is not private, since their messages still can be accessed.
3. Employees are reminded that e-mail or voice mail may not be used to defame individuals or to convey messages or images that would violate the Employer's policy that strictly prohibits discrimination and harassment of any kind, including sexual harassment.
4. The solicitation of Employees or distribution of information not related to the company's business is prohibited.
5. Employees are reminded that misuse of e-mail or voice mail may result in disciplinary action, including discharge from employment. Additionally, Employees may be held liable for any expenses that The DAKO Group incurs as a result of the employees misuse of the company email and/or voicemail systems.
6. All e-mail and voice mail are the Employer's property, and the Employer reserves the right to access and/or monitor such communications at its sole discretion.

Internet

Internet access is provided for company business use only. Internet users have a responsibility to use the Internet appropriately in conducting the business of the company. Misuse of the Internet can result in disciplinary action, including termination. Some examples of behavior that could result in disciplinary action are:

- Illegally downloading electronic files, including those that may be copyrighted;
- Downloading, transmission and/or possession of pornographic, profane or sexually explicit materials;
- Sending threatening messages/files;
- Sending racial, ethnic, religious, sexually harassing or offensive messages/files;
- Sending chain letters through e-mail;
- Attempting to access any computer system without proper authorization;
- Sending or posting proprietary or company confidential information;
- Using company time or resources for personal gain.

Employees must receive permission from their supervisor before posting messages to electronic bulletin boards, list servers or similar public posting forums on the Internet. When posted, such messages must contain a disclaimer at the

end of the message stating: “The opinions expressed in this message are mine only, and do not reflect the opinion or position of my Employer.”

Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential company information, customer data, trade secrets, and any other material covered by existing company secrecy policies and procedures. Employees releasing protected information via a newsgroup or chat whether or not the release is inadvertent will be subject to immediate termination and held liable for all expenses incurred as a result of this.

Internet activity may be monitored by the Employer and privileges may be changed/revoked at any time.

Social Media

If you mention on any online website or platform, The DAKO Group and employees, partners, customers, and competitors, identify that you are an employee of The DAKO Group and that the views expressed on your personal site are yours alone and do not represent the views of the company.

If you list The DAKO Group as your place of employment on a personal website (i.e. Facebook), DAKO reserves the right to request removal or modification of any media or content that in our sole opinion reflects poorly on the company. You agree not to post any content that is illegal, obscene, defamatory, threatening or infringing on intellectual property or invasion of privacy or otherwise injurious or objectionable

Confidential Information Component of the Social Media and Online Policy

You may not share information that is confidential and proprietary about the company or clients. This includes information about trademarks, sales, finances, number of products sold, number of employees, company strategy, and any other information that has not been publicly released by the company.

These are given as examples only and do not cover the range of what the company considers confidential and proprietary. If you have any question about whether information has been released publicly or doubts of any kind, speak with The DAKO Group’s Human Resource department before releasing information that could potentially harm our company, or our current employees, partners, and customers. The DAKO Group logo and trademarks may not be used without explicit permission in writing from the company. This is to prevent the appearance that you speak for or represent the company officially.

Respect and Privacy Rights Components of the Social Media and Online Policy

Speak respectfully about the company and our current and potential employees, customers, partners, and competitors. Do not engage in name calling or behavior that will reflect negatively on The DAKO Group's reputation. Note that the use of copyrighted materials, unfounded or derogatory statements, or misrepresentation is not viewed favorably by The DAKO Group and can result in disciplinary action up to and including employment termination.

The DAKO Group encourages you to write knowledgeably, accurately, and using appropriate professionalism. Despite disclaimers, your Web interaction can result in members of the public forming opinions about The DAKO Group and its employees, partners, and products.

Honor the privacy rights of our current employees by seeking their permission before writing about or displaying internal company happenings that might be considered to be a breach of their privacy and confidentiality.

Your Legal Liability Component of the Social Media and Online Policy

Recognize that you are legally liable for anything you write or present online. Employees can be disciplined by the company for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by company employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Section **21** Inspection of Containers and Packages

The Employer reserves the right to inspect all containers and packages entering or leaving the premises such as boxes, bags, lunch buckets, brief cases, etc., at all locations on the Employer's premises.

Section **22** Personal Property of Employees

The DAKO Group is not responsible for personal property, which is lost, damaged, or stolen while on company premises. You should not carry unnecessary amounts of cash or other valuables while at work. It is expected that you will exercise reasonable care to safeguard personal property and that these items will not be left unattended.

To enforce its policy against violence and weapons and to prevent theft, The DAKO Group reserves the right to search any area on its property including, but not limited to, lockers, furniture, containers, drawers, equipment, briefcases, purses, cabinets, offices, personal bags, parking lots, and company and Employee vehicles parked on its premises. An Employee's consent to submit to searches under this policy is required as a condition of employment and any Employee who refuses to consent will be subject to discharge at The DAKO Group's sole discretion. Accordingly, Employees should have no expectation of privacy in their personal property at work.

Section **23** Anti-Harassment Policy

Harassment because of religion, race, color, national origin, sex, age, height, weight, handicap, disability, marital status or other legally protected status is unlawful discrimination and is prohibited by federal law and the Employer. The Employer will not tolerate any form of harassment.

For the purposes of this policy, "harassment" means unwelcome verbal communication or physical contact because of religion, race, color, national origin, sex, age, height, weight, handicap, disability, marital status or other legally protected status, which unreasonably interferes with a person's work performance or which creates an intimidating, hostile or offensive work environment.

"Harassment" includes "sexual harassment," which means unwelcome sexual advances, unwelcome requests for sexual favors and other unwelcome verbal or physical conduct or communication of a sexual nature.

The Employer does not condone, either explicitly or implicitly, and will not tolerate, harassment of any kind by anyone

in the organization or others including clients, vendors, independent contractors, applicants for employment or visitors to the workplace.

Complaint Procedure

Any person who feels that he or she has been subjected to harassment, who is aware of conduct prohibited under this policy, or who feels that he or she has been retaliated against for having brought a complaint of or having opposed harassment and/or for having participated in the complaint process is encouraged to bring the matter to the attention of The DAKO Group Human Resource Department..

The DAKO Group will investigate all allegations of harassment promptly. To protect the interests of the complainant, the person complained against, witnesses, any other person who may report an incident of harassment and any other individual affected, confidentiality will be maintained to the extent practicable and appropriate under the circumstances.

The DAKO Group will conduct a prompt, thorough and impartial investigation.

Section 24 Workplace Violence and Weapons

The DAKO Group is committed to providing a safe environment for its employees, customers, and visitors. In order to provide a safe workplace, we require:

Zero Tolerance for Violence

“Violence” is defined to include physically harming another in any way; shoving, pushing, harassment, intimidation, coercion, brandishing weapons, and/or threatening or talking of violence. Any display or threat of violence in the workplace may subject the employee to disciplinary action up to and including immediate termination. Employees are urged to act professionally at all times and refrain from joking about or suggesting violent activity.

Reporting Potential Problems

It is each Employee’s responsibility to prevent violence in the workplace. Employees can help by reporting to management their observations in the workplace. In keeping with the “open door policy,” we urge immediate reporting of any violent activity. Employees can help create the violence free environment The DAKO Group seeks through communication and cooperation.

Zero Tolerance for Weapons

The DAKO Group is aware of the new Concealed Weapons law that went into effect on Sunday, July 1, 2001. However, for the safety of all Employees we do not allow weapons in the work place. Therefore, weapons are not permitted on The DAKO Group premises. Guns, brass knuckles, knives, clubs or any other object that is intended to be used as a weapon is prohibited. If you have any questions or concerns regarding the concealed weapons law and The DAKO Group’s policy, please contact the HR Department.

The DAKO Group, in its sole discretion, has the right to determine the appropriate discipline for violations of this policy, and any violation may result in discipline up to, and including, discharge.

25 Substance Screen Policy

It is the policy of The DAKO Group to maintain a drug free work environment for Employees. The DAKO Group reserves the right to require Employees to submit to a substance screen when requested.

No Employee shall possess, consume or carry with them alcoholic beverages of any kind, controlled substances not prescribed by a physician, or illegal drugs on Employer's property or in an Employer's vehicle or any other location during working hours.

No Employee shall report to work after consuming alcoholic beverages, controlled substances or illegal drugs in a condition that makes him/her unfit for full and reliable performance of job responsibilities.

Any Employee suspected of being under the influence of drugs or alcohol, or any other good cause, will be required to submit to substance screen.

Any Employee involved in an accident or damage to equipment may be required to submit to a substance screen.

Any Employee convicted of selling drugs, convicted of illegal drug usage or illegal possession may be terminated.

If an Employee refuses a substance screen, that Employee will be treated as insubordinate for failure to obey a directive and such action will be grounds for dismissal.

Section 26 Employee Driving

The DAKO Group has adopted the following policy on Employees driving on company time. This policy applies whether the driving is in an Employer-owned or leased vehicle, a temporary rental vehicle, the Employee's own vehicle or any other vehicle. It is the expectation that all Employees obey all safety laws and regulations of any state in which they operate and that safety belts are used.

If an Employee drives on company time for any reason, he or she will be asked to consent to allowing The DAKO Group to obtain and review a copy of the Employee's motor vehicle record.

The DAKO Group requires that Employees driving on company time wear a seat belt at all times and that appropriate restraints, as required by law, be used with any passengers.

Section 27 Medical Evaluations

The Employer reserves the right at any time to require the Employee to submit to a medical examination verifying that the employee is physically and emotionally capable of performing the Employee's job responsibilities from a physician selected by the Employer at the Employer's expense.

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COBRA

Employees who terminate their employment or are laid off or discharged from employment or Employees who have a reduction in scheduled work hours resulting in loss of benefits eligibility, and are covered by the Employer's group medical plan may continue their coverage by notifying the Employer in writing of this desire and paying 102% of the premium costs. By law, other employment-related events may qualify the Employee or his/her dependents for COBRA benefits. In some limited situations, the administrative fee of 2% may be higher. See the Employer for more information on your COBRA rights.

Section

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Workers' Compensation

All Employees, full-time and part-time, are protected while on the job by Workers' Compensation insurance. This insurance will provide coverage for work-related injuries, occupational illnesses at work and prolonged absences due to such injury. In case of an accident or injury, no matter how slight, the Employee must notify the supervisor and fill out an accident report immediately. Payments for medical expenses and lost time at work are determined by state law. This insurance also provides death benefits to the Employee's dependents (if any) in case of death caused at work. The Employer pays the full cost of this protection. Failure to promptly report an injury may result in loss of benefits.

Any employee injured on the job is required to go to a clinic or health care facility as authorized by The DAKO Group. For life threatening emergencies employees are authorized to go directly to the nearest hospital. Any employee not following this protocol for work related injuries will be responsible for monies owed to the health care provider that are over and above what the authorized clinic would have charged.

In accordance with the leave of absence policy, upon return to work the Employee will be reinstated to his or her former position or to a comparable position. Workers' compensation leaves of absence will be classified as Family Medical Leave Act leaves if FMLA eligibility is met. Both leaves of absence will run concurrently.

For all Employees, the Employer will continue to pay its portion of the Employee's health insurance premium for up to 12 weeks of approved workers' compensation leave, regardless of FMLA eligibility. The Employee must make timely payments on shared health insurance premiums. Failure to pay will result in termination of benefits.