

ARAXIS SYSTEMS INC
EMPLOYEE HANDBOOK

TABLE OF CONTENTS

CONTENTS:

ARAXIS SYSTEMS INC.	04
Mission, Vision, Position Description and Tag	04
Introduction	04
What We Expect of Ourselves	05
Open door policy...always	05
Have a better idea	05
What Does It Mean to Be a Consultant/Employee	06
Attendance Policy	07
No Call/No Show	07
Background Checks	07
Bereavement Leave	07
Cell Phone Use Safety	08
Code of conduct	08
Company Observed Holidays	09
Conduct at Client's Office	09
Confidentiality at Client	10
Confidentiality	10
Conflicts of Interest	11
Drugs and Alcohol in the Workplace	12
Information Security Policy	12
Employment Agreement	12
Equal Employment Opportunity	19
Ethics	19
Expense Reimbursement	20
Family and Medical Leave Act of 1993	21
Pay While on Leave	21
Notification Requirements	21
Jury Duty	22
Military Leave	22

CONTENTS:

Harassment and Discrimination	22
Definitions of Harassment of Harassment, Discrimination or Retaliation	22
Individuals Covered	23
Reporting an Incident	23
Discipline	23
Problem Solving	23
Outside Employment	23
Paid Time Off	24
PTO Eligibility	24
Accrual of PTO during Leave of Absence	25
Year End Processing of Unused PTO	25
PTO and Separation	25
Pay and Time Recording	25
Time Tracking	25
Pay checks	25
Position End	25
Personal Leave of Absence	26
Time off for Voting	26
Personnel Information	26
Protection of Company and Employee Property	27
Workers Compensation Insurance	27
Work-Related Accidents	27
Workplace Violence	27
A Final Note	28
Employee Receipt	29

- End -

ARAXIS SYSTEMS INC.

MISSION

We believe that care of our associates, disciplined financial management, and constant attention to the fundamentals of good delivery adds up to a successful, scalable business.

VISION

To provide best-in-class IT staffing customized, flexible and scalable business applications and IT Infrastructure services to our worldwide clients.

POSITION DESCRIPTION

Araxis Systems Inc is more than just a technical consulting firm, we believe in end-to-end solutions for all of our clients. Our executive management team possesses a strong background in all aspects of both business and information technology resulting in an unprecedented ability to develop business by increasing visibility, productivity, and growth. Whether architecting a powerful web site and e-commerce store, installing an enterprise-size network, integrating existing technologies with the web or designing a corporate web presence Araxis Systems Inc can help.

INTRODUCTION

Araxis Systems Inc is a leading global provider of end-to-end, technology-enabled business solutions, including ERP, SCM, PLM, WMS, CRM, portal, e-commerce, application development, project services, e-learning, training, staffing and global sourcing solutions.

Founded in New Jersey, Araxis Systems Inc currently serves located in New Jersey and wider operations worldwide. Araxis Systems Inc enables mid-market enterprises, Fortune 1000 companies, and government agencies to drive business transformation and improve operating performance by adapting and implementing advanced technologies—carried out by proven, cross-industry, multi-platform experts that are dedicated to customer satisfaction.

Araxis Systems Inc delivers an integrated portfolio of solutions and services reflecting a broad range of technology and business practices that offer a single point of accountability, which reduces total cost of ownership and maximizes return on IT investments. The result is end-to-end delivery and support of a comprehensive set of solutions and services that enables clients to focus on driving competitive advantage in their core business.

Please read this handbook and become familiar with its contents. It is not intended as a formal or exhaustive statement of your responsibilities or your employment relationship with Araxis Systems Inc. This Handbook does not create a contract or make promises of specific treatment in specific situations. Rather, it is intended to provide you with Araxis Systems Inc's general policies and guidelines. No manager, supervisor or other employee of Araxis Systems Inc is authorized to make any representation to the contrary, unless it is expressed in a written employment contract signed by

President and/or HR Manager of ARAXIS SYSTEMS INC and its subsidiary companies.

If you have questions beyond this resource, we encourage you to ask your supervisor or Human Resources.

WHAT WE EXPECT OF OURSELVES

Open Door Policy (Always) . . . You were hired because we believe you can contribute to our collective success. We want all of our employees to feel empowered to make a difference, every day! Therefore, we encourage you to share concerns, seek information, provide input and resolve problems/issues with your supervisor and, as appropriate, consult with Human Resources or a Managing Member. Your manager is expected to listen to your concerns, to encourage your input, and to seek resolution to your problems/issues.

Have a Better Idea? . . . If you have any suggestions or ideas that you feel would benefit Araxis Systems Inc, we encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures, working conditions, reduce costs or otherwise benefit the company and its employees.

Employees are encouraged to place their suggestions @ Hr@araxisystems.com . These will be reviewed and addressed by Human Resources.

What Does It Mean to Be a Consultant/Employee?

Araxis Systems Inc has created a consulting 101 document to help employees understand the consultant's role. This list is always growing so be sure to check back often!

- Getting on-board at a client site may be a bit bumpy for the first few days. Be patient and make the most of your situation by contributing in any way you can and making every effort to spin up fast.
- Understand your role and Araxis Systems Inc role. Know what your deliverables and schedules are and any other expectations of the client. If you are unsure, talk to your Araxis Systems Inc Project Manager or Engagement Manager. Every Araxis Systems Inc project has a PM and EM even if we don't have a PM on-site at the client.
- Be on time to all meetings. It's professional and respectful of other's time. If you can't make a meeting, let the meeting owner know.
- Try to drive effective meetings. If you've called the meeting, have an agenda prepared. Make sure at the beginning of the meeting that everyone is clear on what a successful outcome to the meeting would be. This encourages everyone to define the outcome and therefore an "end point" to the meeting. Make sure someone in the meeting is taking notes that will be published back that day to everyone who attended the meeting and anyone else that needs them. Clearly identify decisions made and action items decided on to the note taker. Be sensitive to the fact that time in meetings can be an expensive proposition if you account for the opportunity cost of everyone's time.
- Avoid getting pulled into any negative process or change discussions. There is often a lot of change happening at our clients and some folks will have stress from that and may react in different ways. If you're around discussions that seem negative or counter-productive, just avoid them or avoid joining in. If you have real concerns about how something is unfolding, please see your PM or EM.

- Make reasonable requests to the client's PM and IT folks (always go through your Araxis Systems Inc PM first).
- Read all documents provided by the client and your PM for policies concerning contractors.
- Advise your PM or EM promptly if you have any questions.
- Stay positive. We may see things that we might not think are the best or need to evolve applications that we might consider doing differently. That's true anywhere we're working on helping evolve current applications and systems.
- Stay professional and upbeat about any communication you have including, written docs, emails, verbal meetings, or adhoc verbal discussions. Araxis Systems Inc consultants are working amongst a lot of different Araxis Systems Inc from all of our clients and other consulting companies. Let's make sure they all see the Araxis Systems Inc team as being professional, great to work with and to be around.
- Negative, emotional or urgent information should never be set via email. Ask for a meeting to discuss whatever topic is disturbing you and think through how you want the meeting to unfold.
- Meet all your commitments. If you agree to do something, follow through and do it or better yet go beyond and impress the Araxis Systems Inc you're working with. If you can't meet a commitment, let your team leader know as soon as possible.
- Have some fun and meet some new Araxis Systems Inc. Our projects are a great opportunity for us to help our clients evolve their next generation of products and services. There's an opportunity to learn a lot of new things and meet new Araxis Systems Inc. Have some fun while doing it.
- Be aware of your team, the client side teams and your surroundings. It is unprofessional to check personal email, personal voicemail and have personal cell or desk phone conversations. Araxis Systems Inc consultants should not be surfing the internet or instant messaging during work hours at a client site for personal reasons, unless it is clear that you are on a lunch break.
- Standard client business hours are 8am – 6pm. Araxis Systems Inc consultants should arrive at a client site no later than 9am unless arranged and approved otherwise.
- Always dress professionally until you figure out the dress code/culture of the client.
- Focus on industry best practices. Always develop solutions in the best interest of the client with an understanding of where they are headed. Remember solutions must be flexible and able to grow with our clients.
- Respect the individuals and his/her differences. Be aware of the lack of experience of junior Araxis Systems Inc and provide additional mentoring and guidance as needed.
- If you get stuck or are unsure of your next steps, talk to your PM or a managing member.
- Always make suggestions for improvements – as often as you can to your PM. If you are asked for additional work from the client, always advise your PM. He or she will determine if it is in the original scope or not.
- Log all hours worked on the project but make your PM aware of time you had to spend researching or getting up to speed. This is usually billable time as it is part of our job to seek out new and better solutions but there are times when the client expectation might be that our resource should already "know" that information.
- Let your PM know of any upcoming vacation plans. Once vacation is approved by your PM, let your team know and remind those two weeks before you go, then again, the week before. Get your timesheets that will be due while you are gone in before you leave.
- If you have an emergency and cannot come to work keep your PM informed daily as to when you plan/hope to return.

ATTENDANCE POLICY

Because Araxis Systems Inc 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. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor or Office Manager as far in advance as possible. This policy applies for each day of his/her absence.

No Call/No Show

Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **Any no call/no show lasting three days is considered job abandonment and will result in immediate termination of employment.**

Management may consider extenuating circumstances when determining discipline for a no call/no show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

BACKGROUND CHECKS

For purposes of assuring compliance with the above policies, both current employees and new hires may be subject to background checks. Background checks means verifying personal information such as address, past employment, financial history, misdemeanor or felony convictions. This applies to those employees that work on projects for certain companies that require background checks as well as for employees who work with client credit card information.

BEREAVEMENT LEAVE

Araxis Systems Inc may provide required time off without loss of pay for full-time employees who experience a death in the immediate family.

The CEO may grant time off at his or her discretion when there is a death in the immediate family. Bereavement leave is 3 days off for full time salaried employee for each death event of an immediate family member. If additional time is required, the individual may request it from CEO as time off without pay (PLOA) or as PTO. "Immediate family" for this purpose is defined as spouse, domestic partner, parent, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, corresponding "step" relation for any other foregoing, grandparent, grandchild, but the Company recognizes there are circumstances when other individuals may also be considered immediate family. The Company reserves the right to request documentation substantiating the cause for the leave requested.

Bereavement leave is not accrued and therefore is neither paid out nor carried over the end of the calendar year.

CELL PHONE USE SAFETY

Employees whose job responsibilities include regular or occasional driving are expected to refrain from using their phone while driving. Use of a cell phone includes making or accepting calls and texting. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are 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, use hands-free options if available, refrain from complicated or emotional discussions and keep their eyes on the road.

All employees are expected to be aware of and follow applicable state or federal laws or regulations regarding the use of cell phones or PDAs at all times.

CODE OF CONDUCT

Araxis Systems Inc is a company built on integrity. We have a healthy respect for every employee in our company, and we communicate with each other directly and honestly. We also respect and comply with federal, state, and local laws covering the many aspects of our business.

Certain laws may impose serious penalties on the company if the company does not a) report its own criminal violations; b) cooperate with investigating authorities; c) keep accurate records to detect illegal or unethical payments; and d) make all reasonable efforts to ensure compliance with the law. We need the assistance of every employee in order to comply with these legal requirements.

Therefore, please understand that it is against our policy for you or any employee to do any of the following:

- Violate any federal, state or local civil or criminal law in the course of your work.
- Falsify the amount, purpose or payee of any payments or requests for payment made by or on Behalf of the company.
- Omit or misstate a significant transaction in the company's accounting records.
- Fail or refuse to cooperate in any investigation by or on behalf of the company.
- Fail to report to management any violations of the law related to Araxis Systems Inc' business of which you have knowledge.
- Engage in any conduct in the course of working for Araxis Systems Inc which fails to Conform to common standards of honesty and ethics, whether legal or not.
- Erroneously report hours worked or billable hours.

If you become aware of or suspect illegal or unethical conduct related to our business, you should immediately advise your supervisor. If you are not comfortable discussing your concerns with your supervisor, please feel free to contact any Managing Member or Human Resources. If your complaint is found to have merit, those responsible for violating Araxis Systems Inc' policies will be subject to appropriate disciplinary action up to and including termination. Araxis Systems Inc prohibits all forms of retaliation and employees who raise good faith concerns about illegal or unethical conduct will not be retaliated against. We want all potential violations brought to light. This is the only way we can achieve our goal of conducting business in accordance with all applicable laws and our high standards of ethics and integrity.

Employees are expected to be professional, productive and avoid absenteeism. Any outside work or activity must not create scheduling conflicts, conflicts of interest, or otherwise interfere with your ability to perform your work for Araxis Systems Inc. If such conflicts arise, you will be required to choose between your outside activity and your employment with us. If you are unsure if an outside activity conflicts with Araxis Systems Inc interests, please contact your supervisor or a Managing Member.

COMPANY OBSERVED HOLIDAYS

Araxis Systems Inc observe the following holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labour Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

When a holiday falls on a Saturday, the office will be closed on the preceding Friday. If the holiday falls on a Sunday, the office will be closed on the following Monday.

Should an employee be engaged at a client that observes a holiday not recognized by Araxis Systems Inc, he/she should arrange with the client to work remotely for the day. If unable to bill remotely, employees are encouraged to use PTO.

For full time salaried employees, the above observed holidays are paid days and will be entered as Holiday on Araxis Systems Inc timesheets.

CONDUCT AT CLIENT'S OFFICE

The opinions and attitudes that clients have toward Araxis Systems Inc may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but if we do, we run the risk of losing not only that client but his or her associates who may also be clients or prospective clients.

The nature of our practice requires that employees perform most of the work connected with a client's assignment at the client's office. The importance of professional conduct when working in a client's office cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following are guidelines for appropriate conduct when working at a client's office:

- Discussions with client employees should be limited to matters that concern their department and level of responsibility. Long, personal discussions with client personnel are discouraged. Such disruptions of work will only offend client managers and client employees.
- Araxis Systems Inc affairs may not be discussed with client personnel.
- Comments or criticisms involving other consulting firms, and their particular work or fees should be avoided.
- Refrain from discussing shortcomings or idiosyncrasies of client employees.

- Avoid conversation involving client matters in all public places.
- Avoid discussing procedural problems with management while client employees are present.
- Araxis Systems Inc employees may not solicit clients for charitable donations.
- Employee distribution of literature, including handbills, in work areas is prohibited at all times.
- Familiarize yourself with client policies regarding behavior and ensure that you follow them, this includes but is not limited to dress, language, work hours, and safety.

Confidentiality at Client

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling client affairs.

In order to maintain this professional confidence, no employee shall disclose client information to outsiders, including client employees, other clients or third parties and members of one's own family.

While on client assignment any code you write, reports you create, or data you have access to, remains the property of the client. Neither you nor Araxis Systems Inc has ownership rights. Do not remove any code, reports or data from the client site without client's express, written approval.

Never send client data, code written at client request, or any data directly or indirectly related to client business affairs to an internet address outside of the client domain without receiving prior, written approval from client management.

Maintain Araxis Systems Inc' image and security. Take Araxis Systems Inc related conversation offsite. Make sure sensitive Araxis Systems Inc materials are stored in a secure place on your laptop or kept at home. Do not store sensitive Araxis Systems Inc materials on any client machine.

Questions concerning client confidentiality may be addressed with your Engagement Manager.

CONFIDENTIALITY

At the time of employment, every individual agrees he or she will observe the Company's confidentiality policies. Araxis Systems Inc employees agree as a condition of employment to keep confidential, both during and after employment, all confidential non-public, proprietary and trade secret information concerning the Company and its current and anticipated business and that of any of the Company's clients or other business contacts that might come to one's attention during the course of or by virtue of employment.

Individuals working for Araxis Systems Inc are also expected to honour confidentiality agreements and other binding agreements they may have signed with former employers. Employees of the Company may not use legally restricted information in connection with the business of our Company or its clients.

More specific confidentiality requirements are contained in the Employment Confidentiality Agreements which are executed at the commencement of and/or during employment. Employees may also be required to comply with additional client confidentiality or other agreements at a client's request.

CONFLICTS OF INTEREST

Araxis Systems Inc is engaged in a variety of activities that have the common goal of promoting the interests of our customers. Please understand that Araxis Systems Inc' reputation and relationship with outside organizations and individuals, as well as its relationships with its employees, are of utmost importance. Araxis Systems Inc has a substantial interest in all of its business ventures and activities and must maintain policies that are designed to protect its financial interests, as well as the employees who depend upon the company's ongoing success as a means of providing a basis for continued employment. Employees at all levels throughout the organization are therefore required to comply with this conflict-of-interest policy.

All Employees must avoid situations involving actual or potential conflict of interest. Personal involvement with a competitor, supplier or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest.

If you become aware of or suspect any of the types of relationships or situations described in this policy, you should immediately advise your Staff Manager. If you are not comfortable discussing your concerns with your supervisor, please feel free to contact any of the Managing Members or Human

Resources. If an actual or potential conflict is determined, those responsible for violating Araxis Systems Inc' policies will be subject to appropriate disciplinary action up to and including termination.

In keeping with this right, the company requires the following commitments from all employees, subject to the provisions of all applicable central, state, and local laws:

- Every employee of Araxis Systems Inc has a legal and ethical responsibility to promote the company's best interests. No employee may engage in any conduct or activities that are inconsistent with Araxis Systems Inc' best interests or that in any manner disrupts, undermines, or impairs the company's relationship with any customer or prospective customer or any outside organization, person or entity with which Araxis Systems Inc has or proposes to enter into an arrangement, agreement, or contractual relationship of any kind.
- Araxis Systems Inc requires the complete commitment of all employees. Such employees may not engage in any outside activity or accept work in any outside position that either interferes with their ability to devote their full and best efforts to Araxis Systems Inc' interests or raises an actual or potential conflict of interest or the possible appearance of a conflict of interest.
- Araxis Systems Inc reserves the right to determine that other relationships that are not specifically covered by this policy represent actual or potential conflicts of interest.

Employees who have any questions whatsoever regarding this policy or the potential impact of outside employment or outside activities on their position with Araxis Systems Inc should contact the Human Resources Department before accepting any outside position or engaging in such an activity.

DRUGS AND ALCOHOL IN THE WORKPLACE

Araxis Systems Inc is strongly committed to providing a safe and productive work environment for their employees and all who visit Araxis Systems Inc. To promote this goal, employees are required

to report to work in mental and physical condition appropriate to allow them to perform their jobs in a safe and satisfactory manner.

Accordingly, the following rules will be enforced uniformly with all employees:

1. Impairment Prohibited

Employees may not report to work impaired by any substance, drug or alcohol, lawful or unlawful. The only exception is lawful medications which are taken in accordance with their instruction and in management's view, do not significantly restrict the employee's ability to perform his/her regular or assigned duties safely and efficiently. "Impaired" means under the influence of a substance such that the employee's motor senses (i.e., sight, hearing, balance, reaction, reflex) or judgment either are or may be reasonably presumed to be affected.

2. Possession/Distribution Prohibited

While at the company's worksite and while conducting business-related activities offsite, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

"Worksite" means any office, building, property (including parking lots or garages), or automobile owned or operated by the company, or any other site at which an employee is to perform work for the company. "Possess" means to have either in or on an employee's person, personal effects, motor vehicle, tools, and areas substantially entrusted to the control of the employee such as desk, files and lockers. Upon approval, Araxis Systems Inc may allow alcoholic beverages when sanctioned by management for a company event or when business work has been deemed to have been completed for the day.

INFORMATION SECURITY POLICY

At the time of employment, every individual agrees he or she will observe the Company's Information Security Policy. Araxis Systems Inc employees agree as a condition of employment to keep confidential, both during and after employment, all confidential non-public, proprietary and trade secret information concerning the Company and its current and anticipated business and that of any of the Company's clients or other business contacts that might come to one's attention during the course of or by virtue of employment.

Individuals working for Araxis Systems Inc are also expected to bond Information Security Policy agreements and other binding agreements they may have signed with former employers. Employees of the Company may not use legally restricted information in connection with the business of our Company or its clients.

More specific Information Security requirements are contained in the Information Security Policy Agreements which are executed at the commencement of and/or during employment. Employees may also be required to comply with additional client Information Security or other agreements at a client's request.

EMPLOYMENT AGREEMENT

Employees joining Araxis Systems Inc are required to sign an employment agreement that specifies the conditions of employment. All Employment Agreements will be maintained by unit HR at the office. Agreements are subject to modification by the company at any time.

Exhibit B

This EMPLOYMENT AGREEMENT ("Agreement") is effective this _____, by and between Araxis Systems Inc., a company located at 103 Carnegie Ctr, Suite #300, Princeton, NJ, 08540 (the "Company"), and _____ [NAME OF EMPLOYEE], residing at _____ [ADDRESS] ("Employee") (collectively, the "Parties").

WHEREAS, the Company provides high level and specialized technology software development and consulting services;

WHEREAS, the Employee desires to provide high level and specialized technology consulting services to the Company; and

WHEREAS, the Company desires to employ the Employee only upon the terms and conditions set forth herein, and the Employee agrees to accept such employment.

NOW THEREFORE, in consideration of the mutual premises and agreements contained in this Agreement, and intending to be legally bound thereby, the Company and Employee hereby agree as follows:

ARTICLE 1
Engagement

The Employee represents that the Employee is not in any way restricted from entering into this Agreement. The Company hereby retains the Employee to provide high level and specialized technology software development and consulting services for clients, vendors or end-clients (collectively referred to as "Clients"). Employee agrees to the best of the Employee's ability to perform and render such services including, but not limited to, providing software consulting services for Clients. Employee shall devote all of the Employee's working time to such services and duties. Employee shall discharge the Employee's responsibilities pursuant to this Agreement competently, carefully and faithfully. In performance of the Employee's duties, Employee shall comply with any and all of the Company's policies, rules, procedures, as well as all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law, and shall maintain a standard of professional conduct that is acceptable to the Company.

ARTICLE 2
Compensation

2.01 **Salary**. During the term of this Agreement and for the services rendered by Employee pursuant to this Agreement, the Company shall pay the Employee a salary of \$_____ per annum, less deductions required by law. The wages shall be paid in accordance with the Company's regular payroll practice as may exist from time to time. Employee shall present to the Company a verified timesheet as required by the Company. Employee shall have all hours worked approved by the Employee's project manager. The payment will be redirected to the employee once we receive the payment from the respective vendor.

2.02 **Benefits**. During the period in which the Employee performs services under this Agreement, Employee shall become eligible to participate in any applicable medical insurance coverage and other benefits as Employee is entitled to in accordance with the Company's policies and procedures.

However, the Company reserves the right to modify or terminate any such benefits at any time and for any or no reason.

2.03 Discretionary Bonus. The Company, in its sole discretion, may pay a monthly bonus to Employee which is calculated as follows: The Billed Amount multiplied by seventy-five percent minus Employee's wages earned during such Month (the "Bonus"). For the purposes of this Agreement, "Billed Amount" shall be defined as amounts that are billed by the Company on invoices for Employee's services during the Month and, thereafter, collected by the Company. For the purposes of this Agreement, "Month" shall mean each succeeding month following Employee's date of hire by the Company. A Bonus is only calculated based on monies collected by the Company for the invoiced amounts. If the Company is not paid, Employee is not eligible for a Bonus. The Bonus is due and payable only at the end of each Month and in the sole discretion of the Company. Employee must be employed by the Company on the date that any Bonus is due and payable in order to be eligible to receive a Bonus. No Bonus shall be earned after the termination of Employee's employment with the Company.

2.04 Reimbursable Expenses. The Company shall reimburse Employee for reasonable and necessary business expenses that are incurred by Employee with the prior written consent of the Company in the performance of Employee's services pursuant to this Employment Agreement. In order to be eligible to receive reimbursement for such business expenses, Employee must present to the Company, at the end of the month in which the business expenses were incurred by Employee, an itemized accounting of all such business expenses, in such form as may be required by the Company, along with supporting receipts, vouchers, and any other information evidencing such expenses that the Company may require pursuant to the Company's expense reimbursement policies, practices and procedures as they may exist from time to time.

ARTICLE 3

Duties, Responsibilities and Outside Activities

The Employee agrees that, during the term of this Agreement, Employee shall not, directly or indirectly, own, operate, be employed by, be a director of, act as a consultant for, be associated with, be a partner of, or have a proprietary interest in, any enterprise, partnership, association, corporation, joint venture or other entity, which is competitive with the business of the Company, is in the business of computer consulting services, or is determined by the Company to be detrimental to the Company. Employee shall render such services as are assigned by the Company to or on behalf of the Company's Clients. The Company shall have the right to determine the hours during which the Employee shall perform the Employee's duties. The Employee acknowledges and agrees to work anywhere in the United States as assigned by the Company and agrees to reasonably cooperate in executing all documents and instructions with regard to obtaining such assignments. The Employee may not use the Company's (or its Client's) name, facilities, resources or equipment for purposes other than in connection with Employee's obligations pursuant to this Agreement.

ARTICLE 4

Non-Competition and Non-Solicitation

4.01 Non-Competition. The Employee agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Employee shall not directly or indirectly, on behalf of any individual or entity, be employed or engaged by any Company Client, vendor, end-client, any entity introduced to the Employee by the Company, any entity involved in securing the Employee's consulting position with the Client, or any entity to which the Employee provided services in accordance with Employee's obligations under this Agreement without the prior written consent of the Company.

4.02 Non-Solicitation. The Employee agrees that during the term of this Agreement, except to provide services on behalf of the Company, and for a period of two (2) years thereafter, the Employee shall not, directly or indirectly, solicit, accept, engage, divert or otherwise take away from the Company any business and/or consulting contracts, or contact any Company client, customer, vendor, end-client, supplier, employee, consultant,

candidate or prospect for employment or engagement. Employee further agrees that during the Term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, induce or attempt to influence any Company client, customer, vendor, end-client, supplier, employee, consultant, contractor, candidate or prospect of the Company to terminate his or her employment, contract or business relationship with the Company, or, directly or indirectly, solicit or divert from the Company any such individual.

4.03 Remedies and Damages. Employee agrees that the restrictions contained in Article 4 are necessary for the protection of the interests and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. Employee acknowledges and agrees that the enforcement of the covenants in this section will not prevent Employee from earning a livelihood or impose an undue hardship on the Employee. In the event of a breach of Articles 4.01 and/or 4.02, the Employee agrees that the Company will be irreparably harmed, entitling the Company to injunctive relief in addition to any monetary damages as allowed by law. Employee consents to the entry of an injunction in the event of a breach of this provision, prohibiting a continued breach.

ARTICLE 5

Confidentiality

5.01 Information Concerning this Agreement. The Employee agrees that the Employee shall not disclose any of the terms or provisions of this Agreement to third parties without the prior written consent of the Company. In this regard, Employee shall not discuss with the Company Client the Employee's compensation, benefits or any other terms and conditions of Employee's employment with the Company.

5.02 Confidential and Proprietary Information. The Employee acknowledges that, in the course of the Employee's service to the Company, the Employee has and/or will have access to and contact with Confidential Information. As used in this Agreement, the term "Confidential Information" means and includes any and all confidential and proprietary information concerning the business and affairs of the Company and its Clients including, but not limited to, computer software, computer programs and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), trade secrets, product specifications, design specifications, intellectual property, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, ideas, techniques, concepts, research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, vendors, suppliers, market studies, business plans, projects, financial records, financial statements, financial projections and budgets, projected sales, capital spending budgets and plans, quality assurance, data and information concerning personnel, personnel training techniques and materials, and any operational information that may provide the Company and/or its Clients a competitive advantage, however documented, that has been or may hereafter be provided or shown to the Employee, or is otherwise obtained from review of documents or discussions, irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by the Employee containing or based, in whole or in part, on any information included in the foregoing. Employee understands that all such Confidential Information is owned by and belongs to the Company and/or its Clients. The Employee will not, directly or indirectly, disclose any Confidential Information to others or use such Confidential Information for any purpose unrelated to the business of the Company either during or after the termination of this Agreement. Employee understands that the failure to adhere to this Agreement may subject Employee to disciplinary action, up to and including, immediate termination of employment, as well as civil sanctions and/or criminal penalties. Employee shall return within twenty-four (24) hours of the Employee's termination any and all Confidential Information in the Employee's possession, custody or control.

5.03 Remedies. In the event of a breach of Articles 5.01 and/or 5.02, Employee agrees that the Company will be irreparably harmed entitling the Company to injunctive relief, in addition to any monetary damages, and Employee consents to the entry of an injunction prohibiting a continued breach.

ARTICLE 6

Ownership of Intellectual Property

6.01 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to the Company and any entity Employee provides services for, directly or indirectly, under this Agreement (collectively referred in this Article as "Company") and hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Employee's right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice during the employment by the Company that (A) relate at the time of conception or development to the actual or demonstrably proposed business or research and development activities of the Company, (B) result from or relate to any work performed for the Company, whether or not during business hours, or (C) are developed through the use of Confidential Information, hereinafter referred to as "Inventions." Employee further acknowledges that all Inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by Employee, solely or jointly with others, within the scope of and during the period of employment by the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated according to the Agreement, unless regulated otherwise by law.

6.02 Patent and Copyright Rights. Employee agrees to assist in every way the Company, or its designee, at the Company's expense, to secure the Company's rights in the Inventions and any copyrights thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation's and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and, in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of Employee's mental or physical incapacity, or unavailability for any reason, to secure Employee's signature which is needed to apply for or to pursue any application for any United States or foreign patents or copyright registrations governing Inventions or original works of authorship assigned to the Company, Employee then hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Company's agent and attorney in fact, to act for and on Employee's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by Employee. Employee hereby waives and irrevocably quit claims to the Company any and all claims of any nature whatsoever, which Employee now or hereafter has, for infringement of any and all proprietary rights assigned to the Company.

ARTICLE 7

Term

7.01 This Agreement is effective and fully enforceable upon signing by both the Employee and the Company. The term of this Agreement shall commence on the date the Employee reports to work for the Company (the "Commencement Date") and shall continue until terminated in accordance with the provisions herein.

If an assignment or project extends beyond the term of this Agreement or the Employee is scheduled to begin an assignment or project at or beyond the expiration of this Agreement, the term shall automatically extend until the completion of such assignment or project (the "Term Date").

The Employee agrees that during the term of this Agreement, and for a period of twelve (12) months following its termination, they shall not accept direct or indirect employment or enter into any contractual relationship with any client, customer, or vendor of the Company to whom the Employee was introduced or with whom the Employee had any direct or indirect contact during the course of their employment, without the prior written consent of the Company.

The Employee further agrees to join and report to work with the Company upon the filing or approval of an H1B transfer, whichever occurs earlier, if such filing or approval provides authorization to work for the Company. Failure to report as required shall be deemed a material breach of this Agreement. The employee agrees to commit to the position for a minimum period of twenty-four months starting from the date of employment. Should the employee voluntarily resign, change of agency, or terminate their employment for any reason before the completion of this period, the employee agrees to pay a discrepancy charge incurred by the employer.

7.02 Damages for Breach of Term Provision. Employee acknowledges the time, effort and resources that the Company has and will expend in developing and marketing Employee, and the damage that will result in the Company's business in the event that Employee fails to join upon Company filing for Employee's H1B, appear at the outset of the Term or terminates this Agreement prior to the end of the Term. Accordingly, in the event that Employee fails to join upon Company filing for Employee's H1B, appear for employment at the outset of the Term, report to a Company designated assignment or project, or if Employee terminates Employee's employment prior to the end of the Term, Employee shall be liable to Company for any and all damages and relief as allowed by law, including but not limited lost profits, revenues and consequential damages.

7.03 Termination. This Agreement may be terminated by the Company at any time with or without cause, and with no advance written notice to the Employee. Upon termination of this Agreement by the Company, the Company shall not be obligated to make payment of any compensation to the Employee other than earned but unpaid salary through the date of termination. Upon payment of such wages, the Company shall have no further obligation to Employee under this Agreement. The Employee may terminate this Agreement after the Termination Date or Term Date, whichever is later, by providing fifteen (15) days advance written notice to the Company.

ARTICLE 8

Miscellaneous

8.01 Governing Law / Personal Jurisdiction. This Agreement will be governed, construed and enforced by the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or the employment relationship shall be brought against either of the Parties in the courts of the State of New Jersey, Middlesex County and each of the Parties agree and consent to the exclusive jurisdiction of the state of New Jersey and such courts in any such action or proceeding and waives any objection to venue laid therein.

8.02 Non-Assignability of Agreement. This Agreement is personal to Employee, and the Employee shall not have the right to assign any of the Employee's rights or delegate any of the Employee's duties in this Agreement without the express written consent of the Company. Any non-consented to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Employee.

8.03 Non-Disparagement. Employee will not at any time, make or publish, or cause any other person to make or publish, any written or oral statement that is disparaging or reflects negatively upon the Company or its directors, officers, agents or employees, or that is or reasonably expected to be damaging to the reputation or business of the Company or any of its directors, officers, agents or employees.

8.04 Waiver of Breach. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege.

8.05 Attorneys' Fees & Costs. The Employee agrees that if the Employee is held by any court of competent jurisdiction to be in violation, breach or non-performance of any of the terms of this Agreement, then the Employee shall pay all costs of such action or suit, including reasonable attorneys' fees, of the Company.

8.06 Waiver of Jury Trial. EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY ISSUE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE EMPLOYMENT RELATIONSHIP BETWEEN THE PARTIES INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR EMPLOYMENT DISCRIMINATION AND ANY FEDERAL ANTI-DISCRIMINATION LAWS.

8.07 Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement.

8.08 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

8.09 Ambiguities. This Agreement was the subject of review by both parties with full opportunity to consult counsel. Accordingly, unless otherwise stated herein, any ambiguities herein shall not be interpreted against the interest of the party that drafted the Agreement or the alleged ambiguous provision.

8.10 Remedies. In the event of a breach of this Agreement, Employee understands and agrees that the Company will be irreparably harmed. In addition to other relief which may be available, the Company shall be entitled to injunctive and other extraordinary relief in order to enforce the Employee's obligations under this Agreement. Employee agrees not to commence any lawsuit against the Company in connection with this Agreement without first notifying the Company in writing, specifying the nature and basis of the claim(s), and providing the Company with thirty (30) days from such notice to cure any such deficiencies.

8.11 H-1B Compliance. Employee acknowledges Employee is working with the Company under an H-1B visa. Employee agrees to abide by all H-1B laws and regulations.

8.12 Service Charges. A service charge of Fifteen Dollars per day shall be levied on all individuals residing in the guest house and utilizing its facilities. This fee shall be calculated on a monthly basis and is payable in full at the end of each month.

8.13 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes, replaces, and takes precedence over any prior understanding, or oral or written agreement, between the Parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No modification, amendment or waiver shall be binding without the prior written consent of the Parties. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 9
Severance Package Offer

As per article 9 and agreement terms and conditions regarding the termination, we regret that due to business conditions, your employment with Araxis Systems Inc. will be ending anytime based on your performance or project budgets or market dependency. We understand that this may be a challenging during that time for you, and we are committed to supporting you during this transition.

As part of our efforts to assist you, Araxis Systems Inc. is offering you a **severance package**. The details of the package are outlined below:

1. **Severance Payment:** We are offering a one-time severance payment of **\$500**.
2. **Waiver of Future Claims:** In exchange for this severance payment, we request that you sign a **Release and Waiver Agreement**. By signing this agreement, you will waive any and all claims, demands, or actions against Araxis Systems Inc., including any claims arising from your employment or its termination, as of the date of this agreement.
3. **Payment Timeline:** The severance payment will be made to you within 180 days following the return of the signed Release and Waiver Agreement.
4. **Other Benefits and Conditions:** As stated in the termination letter, Araxis Systems Inc. will also provide assistance with travel back to your home country, in addition to filing the Notice of Withdrawal of your H-1B status.

If you are interested in accepting this severance package, please review and sign the attached **Release and Waiver Agreement**. If you have any questions or would like to discuss the terms of this offer, please feel free to contact us directly.

9.1 **Waiver and Release of Claims:** In exchange for the severance payment set forth in Section 2 above, Employee, on behalf of Employee and Employee's heirs, executors, administrators, successors, and assigns, hereby **releases, waives, and discharges** Employer, including its officers, directors, employees, agents, and affiliates (collectively, the "Releasees") from any and all claims, demands, actions, causes of action, suits, obligations, liabilities, and damages, whether known or unknown, arising out of or related to Employee's employment with Employer or the termination thereof, including but not limited to:

- Any claims under federal, state, or local labor and employment laws, including but not limited to claims for wrongful termination, discrimination, harassment, retaliation, or breach of contract.
- Claims arising under the Fair Labor Standards Act (FLSA), US DOL, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and any other applicable statutes or regulations.
- Any other claims arising from or related to Employee's employment or its termination, including any claims for unpaid wages, benefits, or severance.

This release applies to all claims, whether known or unknown, and whether arising before or after the Termination Date, except as to any claims that cannot be waived or released as a matter of law.

9.2 No Admission of Liability: Employee acknowledges that this Agreement and the severance payment are not to be construed as an admission of liability or wrongdoing on the part of Employer or any Releasee. The Employer denies any liability, and this Agreement is entered into solely to resolve all matters related to Employee's employment and its termination.

9.3 Confidentiality: Employee agrees to maintain the confidentiality of this Agreement and its terms, including the amount of the severance payment, and will not disclose any of its terms to any third party, except as required by law or to Employee's immediate family members, legal counsel, or tax advisors.

9.4 Return of Employer Property: Employee agrees to return all Employer property, including but not limited to any electronic devices, documents, keys, access cards, and any other materials belonging to Employer, on or before the Termination Date.

9.5 Voluntary Agreement: Employee acknowledges that Employee has read this Agreement, understands its terms, and voluntarily enters into it. Employee further acknowledges that Employee has had the opportunity to seek legal counsel before signing this Agreement.

9.6 Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Employee and Employer have executed this Agreement as of the date first written above.

By: Employee

By: ARAXIS SYSTEMS INC.

Employee Signature

Authority Signature

Employee Name

Authority Name

Social Security Number

Title

Dated: _____

Dated: _____

- The rest of the page is intentionally left blank. -

EQUAL EMPLOYMENT OPPORTUNITY

Araxis Systems Inc maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote and compensate employees on the basis of an individual's competence without regard to race, colour, religion, sex, sexual orientation, national origin, age, marital status, disability, or veteran status, as well as other classifications protected by state and local laws. Our equal employment opportunity policy applies to all aspects of employment with Araxis Systems Inc including recruiting, hiring, training, transfer, promotion, job benefits, pay, dismissal, layoff and return from layoff.

In keeping with our commitment to equal employment opportunity, Araxis Systems Inc will make reasonable accommodation when appropriate for qualified applicants and/or employees with disabilities. Reasonable accommodation will be made as necessary for the known physical or mental disability of an otherwise qualified employee or applicant unless accommodation would impose an undue hardship on Araxis Systems Inc or Count Me In. A qualified individual with a disability is one who with or without reasonable accommodation, can perform the essential functions of the position held or desired. Management will work with Human Resources and the individual to identify whether an accommodation is possible for a job being held or applied for.

ETHICS

Araxis Systems Inc conducts its business fairly, impartially, in an ethical and proper manner, and in compliance with all laws and regulations.

Araxis Systems Inc is committed to conducting its business with integrity underlying all relationships, including those with citizens, customers, suppliers and communities, and among employees. The highest standards of ethical business conduct are required of Araxis Systems Inc employees in performance of their responsibilities.

Employees will not engage in conduct or activity that may raise questions as to the company's honesty, impartiality or reputation or otherwise cause embarrassment to the company. Employees will avoid any action, whether or not specifically prohibited in the Employee Handbook policies, which might result in or reasonably be expected to create an appearance of:

- Using public office or public position for private gain.
- Giving preferential treatment to any person or entity.
- Losing impartiality.
- Adversely affecting the confidence of the public in the integrity of the company.

Every employee has the responsibility to ask questions, seek guidance, and report suspected violations and express concerns regarding compliance with this policy. Retaliation against employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

All Araxis Systems Inc employees will comply with all applicable laws and regulations and Araxis Systems Inc expects its directors, officers and employees to conduct business in accordance with the letter and spirit of relevant laws. Employees shall, during both working and nonworking hours, act in a manner that will inspire public trust in their integrity, impartiality and devotion to the best interests of the company and its customers. Finally, all employees will abide by the Employee Handbook.

EXPENSE REIMBURSEMENT

Within Araxis Systems Inc, expenses fall into one of three categories:

Project Billable – Expenses to be charged to a project and billed to a client **Project Non-Billable** – Expenses to be charged to a project but not billed to a client.

Organization Expenses – Expenses unrelated to a project. These should be minimal and may require advanced approval prior to incurring.

General Rules

These standards apply to all resources.

1. Resources in the field must get pre-approval on all expense. To obtain an approval please email Hr@araxisystems.com
2. Sales team must receive preapprovals for all expenses over \$100 from V.P. of Sales.
3. Expenses need to be submitted using the Araxis Systems Inc Expense Report spreadsheet and submitted with receipts.
4. Email approvals must be attached to the expense report.
5. Each expense should have its own line item.
6. Expenses need to be submitted every other Friday, by end of day and emailed to Hr@araxisystems.com
7. There must be a description of the expense on each line item, containing, names, titles, company and business purpose.

These standards are not a right of employment and may be changed by management at any time.

Travel Arrangements: All travel cost should be reviewed by Project Lead/Engagement manager before purchase.

Air Transportation:

- **Domestic Travel:** All personnel should use the lowest non-refundable coach fare on flights Within North America.
- **International Travel:** All international travel requires advance approval from the CEO
- Business class travel is specifically prohibited unless prior written approval is obtained from the CEO.
- Penalty charges because of rescheduling or cancelling a non-refundable ticket are reimbursable only if cancelled for business reason.
- Documentation needed for reimbursement is original airfare receipt.

Lodging: Lodging expenses should be reasonable, if you have questions as to what is reasonable or where to stay, please email Hr@araxisystems.com

Meals: Breakfast, lunch and dinner expenses for individuals traveling overnight are reimbursable. These amounts must not exceed the IRS per diem for the local city (typically \$44/day for all meals).

Entertainment: In order to be reimbursed, a summary of who attended, where the entertainment took place, name and company of attendees, and what was the purpose of the meeting/topic of discussion must be included on the expense report.

Office Supplies/IT purchases:

- If office supplies are needed, please email Hr@araxisystems.com
- If Computer hardware, software and supplies must be ordered please reach out Hr@araxisystems.com

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

All employees who have been employed by Araxis Systems Inc for at least one year and who have worked at least 1200 hours during the prior 12 months are entitled to 12 workweeks of unpaid family leave during any 12-month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed or adopted child.
3. In order to care for a spouse, son, daughter, parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or
4. Because the employee is unable to perform his or her job because of a serious health condition.

A “son or daughter” means biological, adopted, or foster child, a stepchild, a legal ward or any other child for whom the employee has day-to-day responsibility, who is under age 18, or who is incapable of self-care because of mental or physical disability.

A “parent” means a biological parent or someone who stood in the place of a parent when the employee was a child.

A “serious health condition” is any illness, injury, impairment, or physical or mental condition that involves inpatient care at a medical facility or continuing treatment by a health care provider.

If a husband and wife are both employed by Araxis Systems Inc, they are together entitled to a total of 12 workweeks in 12 months if the leave is taken for the birth, adoption, or foster care placement of a child or to care for a parent with a serious health condition. Family leave for birth, adoption or foster care placement must be completed within 12 months. In New Jersey, family leave must be provided in addition to pregnancy disability leave required by state law. Certification from the employee’s healthcare provider is necessary to establish entitlement to this leave. However, during this pregnancy disability leave, health benefits are not automatically continued unless the employee remains in a paid status.

Pay While on Leave

FMLA is unpaid leave. However, any employee may use any accrued PTO leave in conjunction with a medical or family leave in order to receive “paid” leave.

Notification Requirements

Employees are required to provide Araxis Systems Inc with written notification of the dates of anticipated leave 30 days in advance when the leave is foreseeable. If the leave is not foreseeable, the employee shall notify Araxis Systems Inc as soon as possible, generally within one or two working days after learning of the need for leave. If an employee unreasonably delays in requesting the leave, the FMLA may be denied until the notice requirement is met.

JURY DUTY

Employees are entitled to five days of paid jury duty per year for full-time employees. Employees serving on a jury (or subpoenaed as a witness in a trial proceeding in which the employee has no direct interest) must immediately submit for Time-Off through WTS. To receive jury duty/witness leave pay, employees must submit a letter or check stub from the court clerk within one workweek of receipt. Travel expenses are not paid. Employees excused from jury duty/witness leave are required to return to work the remainder of the day if they are excused for a half-day or more.

MILITARY LEAVE

A military leave of absence will be granted to full-time employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

If you serve in the military, including the National Guard, you will have whatever rights to reinstatement, seniority, Paid Time Off, layoffs, and compensation as are provided by Federal and applicable law.

Employees who request time off for military leave will be given a reasonable amount of time to complete their military obligation. An employee may use, but is not required to use, accrued Paid Time Off time for this period of absence.

HARASSMENT AND DISCRIMINATION

We are committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunity and prohibits discriminatory practices, including unlawful harassment. The company prohibits harassment based on race, religion, color, national origin, age, sex, marital status, sexual orientation, disability, or status as a Vietnam-era veteran, special disabled or other covered veteran, citizenships status, or any other status protected by the law.

Individuals who experience or observe unlawful harassment or discrimination are required to promptly report their concerns. Every effort will be made to ensure that complaints of harassment or other forms of discrimination are resolved promptly and effectively.

All supervisors/managers have an obligation to provide a harassment-free environment and to promptly report any alleged incidents or concerns to Human Resources.

Definitions of Harassment

Harassment includes unwelcome verbal and physical conduct that denigrates or shows hostility toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, ethnicity, age, disability, marital status, citizenship, veteran status or any other characteristic protected by law.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors and other unwelcome verbal or physical conduct of a sexual nature or based on gender when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an

individual's employment: (2) submission to or rejection of such conduct by an individual is used as the basis of a tangible employment action affecting such individual, such as hiring, firing or promotion; or (3)

such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Individuals Covered

Employees have the right to be free from unlawful harassment on the job, including from those who do business with Araxis Systems Inc and Count Me In (vendors, consultants or clients). Conduct prohibited by these policies is unacceptable in the workplace, while performing work on behalf of Araxis Systems Inc, and outside of work where it has an effect on the workplace.

Reporting an incident of Harassment, Discrimination or Retaliation

Araxis Systems Inc management encourages prompt reporting of any perceived incident of discrimination, harassment or retaliation so that timely and appropriate action can be taken. Anyone who believes that he or she is a victim of such conduct by any supervisor, employee, vendor or client of the company should do the following:

If comfortable and practical, identify the offensive behavior to the harasser and request that it stop. If it is not comfortable or practical to confront the harasser directly or if you have done so and the harassment is continuing, notify your direct supervisor or any of the following persons: your department manager, Human Resources or a Managing Member. You may submit your concerns in writing.

Concerns or complaints will be promptly investigated. No one will suffer retaliation for reporting such concerns or cooperating with any investigation. If a party to a complaint does not agree with its resolution, that party may raise the matter to the Managing Member(s).

Discipline

If an investigation shows that any supervisor or employee has engaged in unlawful harassment or discrimination, Araxis Systems Inc will take appropriate disciplinary action or corrective measures, including but not limited to mandatory counselling, suspension, demotion, or termination of employment.

Problem Solving

All of us want to work in an atmosphere that is productive, cooperative and fun! Unfortunately, sometimes conflicts arise. We ask that when there is a conflict between employees, the parties try to resolve the conflict in a mutually satisfactory manner. When that is not possible, the employee may request assistance from their Staff Manager, Project Manager, Human Resources or a Managing Member.

We recognize that some conflicts and problems are confidential and may even involve your immediate supervisor. In such cases, you are strongly encouraged to raise the matter with Human Resources. If you are still not satisfied with the response you are receiving, you may contact a Managing Member.

OUTSIDE EMPLOYMENT

A career at Araxis Systems Inc is demanding. Individuals in professional client service and practice support roles need to give full attention to the Company's business, and in accepting a professional position one agrees to give his or her best efforts to the business of the Company. No individual shall, except on behalf of the Company with all fees payable to the Company, provide consulting services for a fee in competition with Araxis Systems Inc.

It is expressly understood that any attempt to develop business while with the Company on Company time or for which Company resources are used is solely for the benefit of the Company, and if that person leaves the Company prior to the Company obtaining the business, any business relation with the client or

prospective client subsequently developed within a two-year period following the individual leaving the Company shall be deemed for the benefit of the Company. In the event the Company determines that a former employee used Company time or resources to develop business other than for the benefit of the Company, then in addition to any remedies it may have in law or equity, the Company may seek from the former employee an accounting to pay over to the Company all fees directly or indirectly received from such client or prospective client.

Professional activities such as teaching, writing, and speaking engagements are encouraged by the Company. Any compensated outside activity should be discussed in advance with the unit HR Manager and receive prior written approval. The extent to which an individual should participate in such activities may depend on his or her own stage of professional advancement. Time requirements must be taken.

Into consideration to ensure that the activity will not unduly infringe on Company-related responsibilities. Incidental income from such activities may be retained by the individual when the activities are performed substantially outside regular working hours. However, when the activity involves the assistance of other Company personnel, or requires substantial time during regular office hours, the resulting income will be Company income.

PAID TIME OFF (PTO)

Our time off package includes Paid Time off (PTO), paid holidays and various leaves of absence. PTO can be used for sick time, personal time, vacation, weather related office/client closures and any holiday an employee would like to observe that not observed by the company.

PTO Eligibility

Araxis Systems Inc offers paid time off (PTO) to full-time salaried employees. Employees will earn increased PTO days, per the schedule below, based on their employment anniversary date with Araxis Systems Inc.

Total PTO Days per year	For Service Length
10 days	Less than 3 years of Service
15 days	More than 3 years and less than 5 years of Service
20 days	More than 5 years of Service

Example, an employee who reaches 5 years of service on July 15th, 2016, will begin earning at the new higher rate on August 1, 2016. Increased accrual rates become effective on the 1st of month following the employee's anniversary date.

Employees earn PTO on a weekly basis starting on the 1st of the month after their starting date of employment. PTO must be earned before it is taken. Employee may receive pre-approval to go up to 40 hours negative PTO. All employees must obtain pre-approval prior to taking Paid Time Off utilizing the time-off request function in Web Timesheet. As a professional you will also be responsible for notifying all of the members of your team and key client personal you interact with and attempt to minimize the impact of your absence as much as possible.

Accrual of PTO during Leave of Absence

Employees do not accrue PTO while on personal leave of absence. PTO will recommence when the employee returns to work. Please contact your HR representative for specific information.

Year-End Processing of Unused

The policy on unused PTO applies to all fulltime employees. PTO should be used during the fiscal year in which is earned. At year-end, PTO hours up to a maximum of 40 hours will be carried over into the following year. Any negative balance at the end of the year will be carried over into the following year

PTO and Separation

Employees resigning from Araxis Systems Inc will not be paid out for their remaining PTO. If an employee is released from Araxis Systems Inc for reasons other than cause, PTO will be paid out up to 40 hours of earned but unused PTO.

PAY AND TIME RECORDING

Time Tracking

Araxis Systems Inc uses Timesheet to track employee time. All employees must use Time Sheet. Upon hire, a Timesheet Format will be emailed to accounts department. Time sheets are due by 10:00AM every Monday. Timesheets are to be approved by all Project and Staff Managers by 12:00 PM every Tuesday.

Pay checks

Employees are paid on Monthly basis. Payroll scheduled will be given to you at your hire date.

Replicon Web Timesheet is required by law to make certain deductions from your paycheck each time it is prepared. Among the deductions are your payroll taxes, which may include federal, state and local income taxes as well as your contributions to Social Security and Medicare (FICA). If you elect to participate in certain benefit plans, you may have deductions for 401(k), dependent medical coverage or elective insurances. These deductions are itemized on your check stub. Any other mandatory deductions made from your paycheck, such as court-ordered garnishments or wage attachments will be explained whenever we are ordered to make such deductions.

If you have questions about your paycheck you may ask the Payroll Accountant or Human Resources.

All payrolls are paid via direct deposit. Pay stubs emailed to your personal email address.

POSITION END

Employment with the Company will be considered terminated immediately, unless otherwise terminated, after completing thirty (30) days of your availability without any project assignment. For the avoidance of any doubt, Company will not be liable to pay for any salary, expenses, compensation or otherwise any other reimbursements if you fail to be selected or picked up by any Customer of the Company, or fail to clear or pass any interview, during the thirty (30) days from the last day of the termination of your project assignment. You may be required to reapply for a project assignment, post completion / termination of your project assignment. You may, however, choose to apply for the paid time off available with you with the prior approval and sole discretion of the Company.

PERSONAL LEAVE OF ABSENCE

Employees may be eligible for an unpaid leave of absence for compelling personal reasons. Requests for personal leave must be made well in advance. Requests will be evaluated based on a number of factors, including, but not limited to, the reason for the request, anticipated workload requirements, the employee's tenure and staffing considerations during the proposed period of absence. Only employees

with at least one year of service are eligible for personal leave. Paid time off will not accrue while on a leave of absence or disability leave.

Personal leave may be granted for a period of up to 30 calendar days. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days. An employee may use Paid Time Off time as part of the approved period of leave.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. Unfortunately, we cannot guarantee reinstatement in all cases, so please discuss return to work arrangements with your supervisor prior to your leave.

Paid Time Off will not accrue while an employee is on unpaid leave. Employees will not receive pay for holidays while on an unpaid leave of absence. Employees may use accrued PTO to cover time away in accordance with these policies.

Your health care benefits will continue while you are on an approved leave, up to a maximum of 12 weeks. You will be responsible for paying the employee portion of benefit premiums, if applicable. During unpaid leave, this payment must be made in a lump sum either at the commencement of the leave, or in monthly instalments during the leave.

If an employee fails to report to work promptly at the expiration of the approved leave period, we will assume the employee has resigned.

TIME OFF FOR VOTING

Normally, voting hours established for polling places are adequate for most individuals to vote on their own time. If a local statute requires a minimum time during normal working hours be provided for voting purposes, the local office will accommodate such circumstances. If unique business circumstances make voting before or after work impossible or very difficult, the local geographic office may accommodate the individual's need for time off. The Company complies with all applicable voting-time laws of the states and municipalities in which its facilities and offices are located.

PERSONNEL INFORMATION

Araxis Systems Inc maintains personnel files on all employees. It is important to keep information in these files up to date because this information is used for benefit administration, continued insurance notices, notification in case of emergency, payroll and payroll taxes, etc.

Personnel files will be maintained as confidential to the extent possible and will only be disclosed on a need-to-know basis or where legally required by government agencies or in response to a legally compelling request made in the course of litigation. If you would like to review your personnel file, please schedule an appointment with Human Resources.

PROTECTION OF COMPANY AND EMPLOYEE PROPERTY

Respect and protection of company and employee property is everyone's concern. If you find property missing or damaged, report it to your manager or Human Resources immediately. Araxis Systems Inc does not assume responsibility for loss, theft, or damage to personal property brought to work.

WORKERS' COMPENSATION INSURANCE

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must report any accident or injury immediately to his/her supervisor, unit HR or Corporate HR Department so that the necessary paperwork may be completed.

WORK-RELATED ACCIDENTS

We expect our employees to conduct themselves in a safe manner. Please use good judgment and common sense in matters of safety, observe safety rules and notices, and follow all federal, state and local safety regulations.

Araxis Systems Inc maintains a working environment which is as safe and hazard free as possible. Despite this, accidents happen, and employees are sometimes injured.

In the event of an accident . . .

- ✓ A member of management must be contacted immediately, no matter how slight the injury may seem.
- ✓ The manager will provide first aid and/or get medical assistance, as needed, and complete an Accident Report detailing where, when and how the injury occurred. A copy of the Accident Report form must be forwarded to Human Resources.
- ✓ Anytime an employee is seen by a doctor/medical practitioner, or misses work as a result of a work-related injury, they are requested to provide management with a medical release from the doctor/medical practitioner prior to returning to work.
- ✓ Depending upon the seriousness of the accident, a substance screen may be required. (See Substance Abuse).

Araxis Systems Inc carries workers compensation insurance to protect any employee experiencing job-connected injuries while on the premises or while working on company business off the premises. If a visit to a hospital, clinic or doctor is required, the employee must inform the hospital or clinic administration that the injury occurred at work. This ensures that the proper paperwork is completed, and the doctor and hospital fees are directed correctly.

WORKPLACE VIOLENCE

- Araxis Systems Inc is committed to providing employees with a safe work environment. It is with this in mind that we have adopted a policy which strictly prohibits threatened or actual violence by our employees while participating in work activities or company-sponsored functions. Prohibited conduct includes, but is not limited to:
- Inflicting or threatening injury or damage to another person's life, health, well-being, family or property.
- Possessing a firearm, explosive or other dangerous weapon on company premises; or while participating in work activities or company-sponsored functions; or using an object as a weapon.
- Abusing or damaging company or employee property.
- Using vulgar, obscene, or abusive language or gestures in a threatening manner.

A FINAL NOTE

We hope this handbook has given you much of the information you need to be successful at Araxis Systems Inc. It certainly does not cover all aspects of your employment, nor does it answer all of your questions. But it should be a good start.

There will be other places for you to get important information about our business, our policies and our benefits. There are also several avenues for you to give input into our business, policies and benefits. Please give your ideas to your Staff Manager, a Managing Member or Human Resources.

Finally, although this handbook provides guidance in how we must behave at work, it is not our goal to create pages and pages of policies that govern employee conduct. We would much rather treat each other like adults. While some guidelines are required, in a great company, binders full of rules and procedures are unnecessary. As General H. Norman Schwarzkopf once said **“The truth of the matter is that you always know the right thing to do. The hard part is doing it”**.

We know what the right thing to do is: create a great work environment for each other, provide consistently outstanding products and generate great rewards for our employees and clients.

We trust each employee to do the right thing, every day.

- The End -

EMPLOYEE RECEIPT

I have received the Araxis Systems Inc Employee Handbook. It is my responsibility to read, understand and abide by the policies and procedures defined in the Araxis Systems Inc Employee Handbook and read, understand and abide by any updates that are communicated to Araxis Systems Inc employees.

I understand that the policies described in the Handbook are guidelines that may be changed or deleted at any time with or without notice.

I further understand that the Handbook does not create an employment contract between me and Araxis Systems Inc. I also agree that my employment with Araxis Systems Inc is at-will, and that either the Araxis Systems Inc or I may terminate the employment relationship at any time with or without cause or notice. I understand that that this Handbook supersedes any prior summaries or statements of employment policies and procedures, and that no manager, supervisor or other employee of Araxis Systems Inc is authorized to make any representation to the contrary, unless it is expressed in a written employment contract signed by a Araxis Systems Inc HR Manager.

I hereby consent to deduction from my final paycheck of any amounts advanced to me that remain unearned when my employment with Araxis Systems Inc ends, including unearned Paid Time Off leave.

Signature: _____

Printed Name: _____

Date (MM-DD-YYYY): _____

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