



Workforce Solutions

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ARTECH INFORMATION SYSTEMS, LLC CORPORATION Employee Handbook for “Contractors/Consultants”

EFFECTIVE January 1, 2018



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IMPORTANT NOTICE

This handbook is not a contract and should not be construed as creating any contractual obligations. It does not guarantee continued employment, nor does it guarantee any fixed terms and conditions regarding your employment or your benefits. There is no promise of any kind contained herein, and regardless of what is stated in this handbook, Artech and its subsidiaries promise nothing and remain free to change wages and other working conditions without having to consult anyone and without anyone's agreement. This discretionary right to modify the terms and conditions of employment does not apply to any contract executed by and between Artech and Employees who are "Contractors/Consultants" (such as an employment agreement or an arbitration agreement); such contracts may be modified only by a written agreement between Artech and the Contractor/Consultant or his/her representative.

Your employment is not for any specific length of time and is at will meaning that the Company can terminate your employment at any time, for any reason, or for no reason at all and without prior notice. Likewise, you may resign your employment for any reason at any time.

The information, policies, and benefits described in this handbook are provided for general information only, and do not create a contract of employment. The handbook, as currently stated or as modified, does not provide you with any legal rights.

You are required to adhere to the policies and guidelines of Artech and the Client you are assigned to. In the event of a conflict between Artech's and the Client's policies, you are to adhere to the Client's policies if working at the Client site.

Section 1: INTRODUCTION

1.1 Handbook Purpose

This handbook has been prepared to help Artech Employees who are “Contractors/Consultants” (Contractors) familiarize themselves with Artech Information Systems LLC (which we refer to as “Artech” and which, for the purposes of this handbook, includes all subsidiaries). This contractor handbook will provide a quick reference when questions arise regarding employment, policies, and benefits.

This handbook explains Artech’s philosophies and describes, in general terms, the employment guidelines adopted to date. It is designed to be an ongoing useful resource for all Artech Contractors and Contractors of Artech’s subsidiaries throughout their assignment. Changing conditions may bring revisions to these policies and/or procedures, just as they have played a part in forming them. Artech reserves the right to make any changes, additions, or deletions.

Nothing in this handbook is intended to result in noncompliance with established statutes, laws, or regulations. If there are any conflicts between this handbook and any state, federal, or foreign law or regulation, or the terms and conditions of applicable plans, e.g., health benefit plans, 401(k), etc., the law, regulation, or official text of the plan or insurance policy will govern. In addition, certain of Artech’s business segments may adopt additional or more restrictive policies or procedures specific to their operations.

1.2 Welcome to Artech Information Systems LLC

It is our pleasure to welcome you to Artech Information Systems L.L.C. (Artech). We pride ourselves on being an energetic and creative organization, dedicated to high standards of personal and professional excellence, as indicated by our commitment to our core values. We celebrate the uniqueness of each of our contractors towards the collective greatness we strive to achieve as a group, and we are confident that you will find your new career here rewarding and satisfying.

As an Artech contractor, we believe you can make an important contribution to this Company. Artech takes pride in attracting and identifying people such as you who possess the skills, conviction, and attitude to team with us in making a positive impact on the Information Technology industry.

At Artech, employees are our most valued asset; as such, it is our goal to treat employees fairly and provide an opportunity for their voices to be heard. We are counting on you to explore new ideas, and reach for the highest standards. Together, we can build a company abundant in opportunities and shared rewards; as a team, we have the power to attain unparalleled success.

Again, we ask you to join us in our continued efforts to make this an organization of people who feel they have something valuable to contribute, who make conscientious efforts to grow themselves and the Company, and who enjoy working together to make it happen. We look forward to working with you to do just that.

This section introduces you to our Company's history, purpose, and goals. Please read it carefully to better understand who we are, what we do, and why we are passionate about our business and each other. We believe we are a special place, made all the more so by the hard work and dedication of our employees.

1.3 Brief History of Artech Information Systems LLC

Established in 1992, Artech now employs over 6,000 industry professionals supported by over 28 national and global locations across the US, India, and China. Artech's Fortune and Global 500 clients leverage this expansive reach by engaging Artech as a preferred go-to supplier across multiple regions and countries in order to receive consistent deliverable, terms, rates, and cost savings.

Artech is a minority- and woman-owned business enterprise (MWBE), certified by the National Minority Supplier Development Council (NMSDC) and the Women's Business Enterprise National Council (WBENC). Artech is extremely active in the diversity community, sponsoring and supporting national and regional events. In 2007, Artech received membership into the NMSDC's exclusive Corporate Plus® Program, which recognizes Artech's proven capacity to handle national contracts for major corporations. In 2009, it was named the NMSDC National Supplier of the Year, the highest honor a minority-owned business can receive.

You can learn more about Artech Information Systems, LLC by visiting our website at <http://www.Artech.com>

MISSION

Artech's Mission is to provide exceptional IT staffing and project management services for clients' time-sensitive and mission critical applications through best value solutions and promoting the highest standards of quality, integrity, and mutual respect.

VISION

Our Vision is to be a Top 5 IT Services Supplier by providing Global Support to our Clients.

CORE VALUES

Artech: Turning Values into Actions

- **Customer Satisfaction** - We put our clients' needs first and strive to exceed their expectations.
- **Dependability** - We deliver on our commitments.
- **Flexibility** - We are adaptable and agile to our clients' and employees' needs.
- **Integrity** - We act in all situations with ethical standards and clarity of communication
- **Respect** - We value our clients, employees, and partners.
- **Teamwork** - We collaborate to build growth for our company and our clients.

1.4 THE ARTECH CULTURE

Artech's success has and will always come from the vitality and productivity of its employees. Our individual and cooperative endeavors are crucial to the ongoing health of the organization. The sum of our efforts makes up The Artech Culture.

Client First at Artech means the client comes first. All planning, service delivery, and performance measurements begin and end with the attention to detail necessary to make Artech a Top Supplier to its clients. It is everyone's responsibility to ensure customer satisfaction! From the moment we answer the telephone to our rapport during service delivery or issue resolution, each interaction with the client must elevate their experience with us.

We must always ask how we can best serve our clients and how we want them to perceive us. This is critical not only to short-term customer satisfaction but also to long-term relationships.

Superior Service Delivery = The Key to Growth

Operational Excellence

We best serve our clients by adhering to and executing superior processes. We are dedicated to operational excellence as part of our client-centric mindset to assure consistent execution and establish an outcome that is:

Measurable, Repeatable, & Predictable

Operational excellence begins with the planning, processes, and metrics developed on an organizational level, but it is the effectiveness of the individual that produces execution excellence.

Achieving Every Day

Artech's long-standing slogan makes a clear statement: we must all achieve on a daily basis. This is the elemental requirement of consistent execution excellence and performance.

As tools and support to achieve every day, we have the following:

- **Entrepreneurial Spirit:** there's no doubt about it, we have a powerful entrepreneurial spirit. It is this spirit that compels us to act above and beyond what is necessary. Entrepreneurs are alert, courageous, creative, and energetic thinkers. We embrace ownership of responsibilities and come to work every day confident in our ability to support our clients by directly applying our knowledge and energy. We know client-centric decisions based on operational excellence are likely to reap winning results.
- **Freedom to Innovate:** we exercise that most powerful entrepreneurial skill—innovation—in order to serve our clients. Innovation is valued for its power to solve issues but can contribute to the development of new processes that preempt complications and add value to our clients' operations.
- **Unlimited Potential:** we define success by stating that we must be a Top Supplier for our clients; therefore, we must all be top performers. We strive beyond the usual success factors because we know our abilities are boundless. We each have the desire to surpass typical expectations and continuously strive to achieve our unlimited potential.

Section 2: GENERAL POLICIES & COMPLIANCE

2.1 Guidelines for Employee Conduct

Artech's Code of Business Conduct strives to protect and enhance the Company's reputation for integrity by ensuring that all directors, officers, and employees understand how Artech defines proper business conduct. A complete, detailed account of Artech Information Systems, LLC's Code of Business Conduct can be found in the Company's Handbook.

2.2 Compliance Officer

Artech has designated a Compliance Officer who is responsible for administering the Code of Conduct and coordinating other compliance matters. The Compliance Officer will refer reports as she determines to be appropriate or if required under the directives of the head of Human Resources. Please feel free to contact the Compliance Officer at any time, even for problems that may seem minor to you or even if you just have a question. If the Compliance Officer is not the right person to address your question or concern, she will assist you in identifying the right person.

If you need to contact Artech's Compliance Officer, the contact information can be found below:

Sunitha Krishnamurthy
P: 973 998 2527
E: sunitha.krishnamurthy@artech.com
M: 360 Mt. Kemble Avenue, Suite 2000
Morristown, NJ 07960

2.3 Ethics and Compliance

Artech has an Ethics and Compliance Hotline that allows you to make reports anonymously by telephone at the following number: 973-998-2590.

Any reports made to the Compliance Officer that relate to accounting, auditing, internal auditing controls, disclosure practices, or securities law matters will be presented to

Human Resources, which oversees compliance matters at the Company. For more information about Ethics and Compliance, contact the Head of Human Resources.

2.4 Non-Retaliation Policy

Artech is committed to providing a workplace conducive to open discussion of our business practices. It is our policy to protect employees who make reports, in good faith, of potential violations of our Code of Business Conduct, the policies in this Employee Handbook, and other company policies or applicable laws. In addition, it is our policy to comply with all applicable laws that protect employees against unlawful discrimination or retaliation by their employer as a result of their lawfully reporting information regarding corporate fraud or other violations of law by Artech Information Systems, LLC or its employees.

Any employee who retaliates against another employee for reporting problems will be subject to disciplinary action, which may include termination of employment. If an employee believes that he or she has been subjected to any action that violates this Non-Retaliation Policy, he or she should file a complaint with his or her Talent Management Specialist, the Human Resources Department, or the Compliance Officer.

This Non-Retaliation Policy applies even if an allegation made in good faith ultimately turns out to be groundless. However, any employee who files a report or provides evidence that they know to be false or without a good faith belief in the truth of such information will not be protected by this Non-Retaliation Policy and may be subject to disciplinary action, including termination of their employment.

2.5 Open Door—Problem Solving Procedure

If any employee has a problem with his/her job, work group, or any aspect of employment with Artech, he or she should speak with his or her Talent Management Specialist first. The TMS will make every effort to explain the matter and/or resolve the problem and to keep the employee advised as to what steps, if any, are being taken and why.

If it is not appropriate to take the issue to his/her TMS or if the employee is not satisfied with the solution or explanation provided, the employees may choose to discuss the problem with the next level of management within the human resources department. The employee may continue to pursue the matter until it is resolved, without fear of reprisal, and it is expected that the inquiries will be made in a businesslike manner. A

matter is considered resolved when the employee indicates satisfaction with the resolution or elects not to pursue it any further, or when the head of Human Resources, renders a decision.

Employees are encouraged to use this procedure to ensure their problems will be considered fairly and without fear of reprisal. In addition, the Company expects employees to use this procedure before using an external process to resolve a problem or complaint.

2.6 Non-Discrimination and Anti-Harassment Policy

Artech is committed to providing a work environment that is free of unlawful discrimination and harassment. Artech strictly prohibits discrimination or harassment of any kind, whether based on race, religion, color, sex, age, national origin, mental or physical disability or handicap, marital status, veteran status, sexual orientation, genetic characteristic, or any other characteristic protected by applicable federal, state, or local law. As an employee, we also encourage you to report any violations of this policy to Human Resources, including any conduct by an employee, vendor, client, or customer.

Harassment may take many forms, but the most common forms include:

- **Verbal conduct** such as epithets, derogatory jokes, or comments, slurs or unwanted sexual advances, invitations or comments;
- **Visual conduct** such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures; this includes material that may be forwarded by email. See Computer, Email, Internet, and Solicitations.
- **Physical conduct** such as assault, unwanted touching, or blocking normal movement because of sex, race, or any other protected characteristic.

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct is severe or pervasive that it has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites, or other means.

2.7 Reporting and Complaint Procedure

It is the policy of Artech Information Systems, LLC that employees report all incidents of discrimination, harassment, retaliation, and any actual or potential violations of law, regardless of the offenders' identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the Company's policy or who have concerns about such matters should report their complaints to their supervisor, Department Head, or to the Human Resources Department as quickly as possible. As set forth in the **Non-Retaliation Policy**, Artech will not retaliate against any employee for asserting a complaint and will not tolerate retaliation by employees.

Any supervisor or manager, who learns of potential harassment or discrimination of any sort but does not report it for investigation, may be subject to disciplinary action.

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved, and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigative process to the extent consistent with adequate investigation, appropriate corrective action, and applicable law.

If, after an internal investigation, the Company determines that harassment has occurred, the harasser may be subject to disciplinary action up to and including termination, as the Company believes appropriate under the circumstances. The

complainant will be informed of the action taken against the harasser and what steps will be taken to prevent any further harassment. As set forth in the **Non-Retaliation Policy**, Artech Information Systems, LLC will not retaliate against any employee for asserting a good faith complaint and will not tolerate retaliation by employees.

All employees receive an Artech Handbook with detailed information regarding Sexual Harassment and our code of conduct upon hire with Artech Information Systems, LLC.

False and malicious complaints of harassment, discrimination, or retaliation may be the subject of appropriate disciplinary action.

2.8 Equal Employment Opportunity

Employment decisions at Artech are based on merit, qualifications, and abilities. Our goal is to be fair with all employees and applicants. Consistent with that goal, it is our policy not to discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, physical or mental disability or handicap, medical condition, marital status, veteran status, sexual orientation, genetic characteristic, or any other characteristic protected by applicable federal, state or local law. Discrimination or harassment of any applicant or employee based on these protected classifications is strictly prohibited and will not be allowed.

Artech will make reasonable accommodations for qualified individuals with known disabilities as required by law. This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of the Company through his or her immediate supervisor, other supervisor within their chain of supervision, or the Human Resources Department. Anyone found to be engaging in any type of unlawful discrimination may be subject to disciplinary action, up to and including termination of employment.

2.9 Affirmative Action under the Rehabilitation Act of 1973

Artech Information Systems, LLC complies with Section 503 of the Rehabilitation Act of 1973, which requires certain employers to provide equal employment opportunities to qualified individuals with a disability and to provide reasonable accommodations to

applicants and employees with known disabilities as required by applicable law. It is Artech's policy to recruit, hire, train and promote persons in all job titles, and ensure that all other personnel actions are administered, without regard to disability; and to ensure that all employment decisions are based only on valid job requirements. Artech invites employees who believe that they may be covered by this policy and who would like to be considered under this Affirmative Action Program, to please complete the appropriate form in the Human Resources Department. An employee may inform the Company of his or her belief that he or she is covered by this program, and his or her desire to benefit under the program, at any time. Submission of this information is voluntary and refusal to provide it will not subject an employee to termination or disciplinary action. Information submitted about a disability will be kept confidential, except that (1) Human Resources, supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities, and regarding necessary accommodations, (2) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment, and (3) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, may be informed. The information provided will be used only in ways that are not inconsistent with section 503 of the Rehabilitation Act.

2.10 Qualified Disabled Veterans and Veterans of the Vietnam Era Act

Artech Information Systems, LLC Corporation complies with Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, which requires certain employers to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era, and to provide reasonable accommodations to disabled veterans as required by applicable law. If an employee is a disabled veteran or veteran covered by this program and would like to be considered under the Affirmative Action Program, please complete the appropriate form in the Human Resources Department. An employee may inform the Company of his or her desire to benefit under this program at any time. Submission of this information is voluntary and refusal to provide it will not subject the employee to termination or disciplinary action. Information obtained concerning individuals shall be kept confidential, except that (1) Human Resources, supervisors, and managers may be informed regarding restrictions on the work or duties of disabled veterans and regarding necessary accommodations, (2) first aid and safety personnel may be informed when and to the extent appropriate, if the condition might require emergency treatment, and (3) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, may be informed. The information provided will be used only in ways that are not inconsistent with the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended.

2.11 American with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the ADA Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Artech to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

The company will provide reasonable accommodation to qualified individuals with a disability so that they can perform the essential functions of a job unless the accommodation creates an undue hardship for the Company or other employees or unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be reduced or eliminated by reasonable accommodation. Contact the Human Resource department with any questions or requests for accommodation. As set forth in the **Non-Retaliation Policy**, Artech will not retaliate against any employee for requesting a reasonable accommodation.

2.12 Religious Accommodation

Artech recognizes the religious diversity of its global workforce and acknowledges its employees need to work in environments that are safe and respectful. Artech believes that the process of reasonable accommodation and partnership with its employees will help build an environment of mutual respect and understanding. Artech permits religious observance and practice as long as it does not prejudice or harass coworkers, customers, or clients, and does not present an undue hardship on business operations. The company will also provide reasonable accommodations for sincerely-held religious beliefs and practices, unless the accommodation creates an undue hardship for the Company or other employees or unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be reduced or eliminated by reasonable accommodation. Contact the Human Resources department with any questions or requests for accommodation. As set forth in the **Non-Retaliation Policy**,

Artech will not retaliate against any employee for requesting a reasonable accommodation.

2.13 Immigration Law Compliance

Artech is committed to employing persons who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three business days of his or her hire date. Former employees who are rehired must also complete the form if they have not completed an I-9 with Artech within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2.14 Non-Immigration Work Visas and Permanent Residence Sponsorship

Artech may sponsor a non-immigration visa on the employees' behalf such as an H1-B Visa, TN Visa, or E3 Visa and absorb the costs of filing your visa so that you can work for Artech. While Artech will guide you through the steps of the filing process, it is the employee's responsibility to stay up to date with the details, terms, conditions, and actions required to gain & maintain nonimmigrant status. Please contact your designated Talent Management Specialist (TMS) if you have any questions.

Artech may sponsor a permanent residency petition on a case by case basis and is not applicable to all employees. Only employees who have completed a minimum of one year employment with Artech can request Artech to consider filing for their Permanent Residence (Green Card).

After one year of employment, the employee should contact their designated TMS to request additional information on Permanent Residence sponsorship. Artech cannot make any guarantee of permanent residency sponsorships or its approval to any employee.

2.15 Protection of Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and the success of Artech Information Systems, LLC. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Customer lists
- Terms of Artech Information Systems, LLC contracts, including, without limitation, customer contracts
- Customer preferences
- Financial information
- Marketing strategies
- Protected Health Information
- Technology
- Social Security Numbers

Due to the nature of our business, all employees, as a condition of their employment will be required to sign a non-disclosure agreement. Any employee who improperly uses or discloses trade secrets or confidential business information may be subject to disciplinary action, up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. In addition, the Company is often responsible for maintaining the confidentiality of information provided by third parties in their business relationship with us. Employees are required to protect that information with the same care that is applied to Artech's own information. Further information may be found in Artech Information Systems, LLC's Code of Conduct and HIPAA Privacy Policy in the Company's Handbook. Any questions regarding these policies should be directed to Artech's Compliance Officer or the HR department as applicable.

2.16 Records Retention Policy

Employees are required to comply with any record retention policies and procedures that are distributed to employees. Even though our record retention policies could allow for destruction or deletion of records after they have been held for a specified period, you may receive directives from the Human Resources Department that require that you not destroy or delete specified types of records or all records from a certain time period. The records that you are being directed to preserve may be the subject of an investigation or a litigation or may be required to be preserved for other legal reasons.

Employees are required to comply with such directives. Any questions regarding record retention should be directed to the head of Human Resources.

2.17 Confidentiality, Non-Disclosure, and Trade Secrets

Information is part of what makes Artech competitive. During your employment with Artech, you will periodically learn sensitive information, either because you help to develop that information or because you need that information to do your job. It is important for the health of this business—and for the well-being of employees who depend on this business for their livelihood—that you keep information you learn through your employment confidential. Employees who improperly disclose sensitive, confidential, and proprietary or trade secret information to anyone outside Artech will face disciplinary action, up to and including termination.

All employees hired will be asked to sign a Confidentiality and Non-Competition Agreement as part of the Employment Agreement to acknowledge their awareness and reaffirm their commitments to this policy. This confidentiality provision does not prohibit employees from discussing terms and conditions (including wages) of their employment with other employees and non-employees.

After you leave Artech, you are still legally prohibited from disclosing sensitive, proprietary, trade secret, or confidential information based upon your agreement. If you disclose such information, Artech reserves the right to seek necessary legal action and remedies.

2.18 Drug and Alcohol Use

It is the policy of Artech and its subsidiaries to maintain a workplace free from the effects of drug and alcohol abuse. The Federal Drug-Free Workplace Act requires Artech to notify, as a condition of employment, a Contractor must:

- Comply with Artech's and the Client's drug-free workplace policy and
- Notify Artech of any conviction for drug-related offense committed in the workplace within 5 days after the conviction

Certain of the Company's business segments may have additional or more specific policies regarding drug and alcohol use.

1. Contractors are prohibited from the use, sale, purchase, distribution, transfer, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Client premises, while conducting Company business, or when operating a company-rented vehicle. In addition, Artech prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.
2. Artech complies with the requirements of federal, state, or local rules with regard to the hiring of individuals suffering from alcoholism or drug abuse issues.
3. Any employee subject to the Drug-Free Workplace Act who is convicted of any criminal drug violation occurring in the workplace must report the conviction to their designated TMS within five days, and Artech will take appropriate action as required by law.
4. Contractors, their possessions, and Company-issued equipment and containers under their control may be subject to search and surveillance at all times while on client premises.
5. Contractors are not permitted to work when under the influence of drugs, narcotics, or alcohol. If Artech receives a complaint from a Client who reasonably believes that any contractor is under the influence of drugs, narcotics, or alcohol while at work, Artech will take appropriate action as it sees fit under the circumstances, including but not limited to sending the contractor for drug testing or to be examined by a physician.
6. If a Contractor is taking an over-the-counter or prescribed medication which might impair his or her ability to perform the job safely and effectively (for example, if there is a caution against using machinery or driving a vehicle while taking the medication and such activities are a required part of the contractor's job), the Contractor must report the fact that they are taking such medications, and their potential effects, to their designated TMS, who will take any steps needed to determine, if necessary, whether the contractor is fit to be at work.
7. An employee who is experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek, counseling help. Participation in counseling, including Company-sponsored counseling provided through HR or required counseling as outlined by the employee's manager and Human Resources, is confidential, and will not have any influence on

performance appraisals. Job performance, not the fact that the employee seeks counseling, is to be the basis of all performance appraisals.

8. Contractors may be subject to disciplinary action, up to and including termination, for violations of this policy.

*Moderate use of alcohol that is provided by the Company at company-sponsored functions off-site or on Artech premises, which does not result in impairment, is permitted. Consumption of any beverage provided by Artech Information Systems, LLC is purely voluntary and it is the responsibility of each employee to participate in moderation.

2.19 Compliance Training

As part of Artech's Compliance Program, some employees will be assigned certain courses (either in a training session, online, or in written form) regarding compliance with laws and Artech policies in general. In addition, depending on your position, you may be assigned additional courses relating to specific compliance matters relevant to your job. Artech believes that employee training is an effective tool not only for compliance purposes, but also for career growth. Employees must timely comply with all required training. Failure to comply may result in disciplinary action, up to and including termination of employment.

2.20 Credentials

Artech employees may hold licenses or degrees that are used or relied upon in connection with the performance of their duties. Artech relies on such employee's representations that such degrees and/or licensees are valid. If an employee's license is subject to a disciplinary proceeding or is suspended or revoked, the employee is required to provide prompt notice to the HR Department.

2.21 External Communications

Artech routinely receives requests for varying kinds of information about the Company from the media, government entities, and/or non-company attorneys. Also, from time to time, members of the Executive Staff may communicate information of a highly confidential or sensitive nature to Artech employees. Typically contained in any such message from Artech management will be the names of those who may discuss these

matters with others outside the Company. All inquiries should be referred to the specified Company individual(s); if there is any question regarding whom to contact, individuals should contact HR or Marketing.

The Company requires all persons, before they accept engagements to speak in public on the Company's behalf, that they receive authorization and clearance from the head of Human Resources.

2.22 Electronic Communications

Artech may provide certain classes of employees with access to electronic and telephonic communication systems, including but not limited to, e-mail, voicemail, corporate Intranets, Internet access, and Internet-based platforms ("Systems"), through our owned or leased property and to information that is prepared, composed, sent, received, or stored using Artech's Systems ("Electronic Communications"). Employees may not use their personal e-mail, but rather are required to use Artech's e-mail system when conducting all aspects of Company business. Misuse of these systems by employees or use of Artech Information Systems, LLC Systems by unauthorized persons is prohibited.

2.23 Social Security Number Privacy

Artech maintains social security numbers ("SSN") of employees and other individuals as confidential information. Employees may not knowingly obtain, use, or disclose the SSN of any other employee or individual unless in accordance with this policy. Artech strives to limit the use of personal data and ensures legal and regulatory compliance. Confidential information is kept secure at all times and is provided only to those colleagues and third parties that have been properly informed to handle your personal data in accordance with all applicable privacy laws, and kept only as long as necessary for business or legal requirements.

Records containing SSNs must be kept in a secure location, such as a locked desk or file cabinet or a password-protected computer. Only authorized persons may access records containing SSNs for legitimate business purposes. Electronic transmission of SSNs should be kept to a minimum, but when it is necessary, it is done securely, through an internal network, or through an encrypted email system to an outside party.

All documents and records containing SSNs will be destroyed through shredding or other appropriate means before disposal.

An employee who obtains, uses, or discloses a SSN for unauthorized purposes contrary to this policy will be subject to discipline up to and including termination. In addition, the Company will cooperate with government investigations of any person alleged to have obtained, used or disclosed a SSN for unlawful purposes.

Section 3: WORKPLACE PRACTICES

3.1 Application for Employment

Artech relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Artech's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

3.2 New Employee Orientation

Shortly before starting work, you will be asked by the HR department to complete some new hire paperwork documents. Once this paperwork is complete you will be sent instructions on how to log into BEACON, Artech's employee database, which allows employees to use some self-service tools to help manage their personal information. BEACON will provide employees with the option of inputting direct deposit information, updating W4 status, and assigning an emergency contact. All employees, full time or part time, are responsible for recording their timesheets on the client VMS tool (FieldGlass, IQN etc. and BEACON portal if the client does not have any VMS time keeping tool. This process will be explained in more detail when your TMS schedules the new employee orientation meeting. Please feel free to ask any questions you might have about Artech during the orientation meeting. If additional questions come up after the meeting, you can ask your TMS.

3.3 Code of Conduct for Employer & Employee/Contractor Relations

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously.

By accepting employment with us, you have a responsibility towards Artech, its subsidiaries, customers, contractors, business associates, and towards your colleagues to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but to ensure that you understand what conduct is expected and necessary. One of the prime foundation stones of a successful organization lies in creating an environment where each person holds unflinching trust in fellow workers to follow a standard of conduct.

- Customer Relations – The success of Artech depends upon the quality of the relationship it enjoys with its employees, customers, suppliers, and to the general public. Our customers' opinion of Artech and the interest and willingness to do business with us is formed and influenced by the people who serve them. In a sense, regardless of your position, you are Artech's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, Artech and our services. The "Customer First" policy is the building block for your and Artech's continued success.
- Conflict of Interest -- Artech values its reputation for integrity. We intend that our business practices be legal and compatible with the economic and social practices of the countries and locales in which we operate. Managers will not be permitted to achieve results through violations of laws or regulations or by dealing with companies or individuals known to be engaged in illegal or unscrupulous activities.

All Artech employees are expected to **avoid situations which may create an actual or potential conflict** between their personal interests and those of the Company. This policy applies to all personnel worldwide and describes Artech's position on standards of conduct, business ethics, insider trading, and conflicts of interest.

- Confidentiality -- The business of Artech requires that we respect the privacy and the confidentiality of information related to ourselves and our customers. You are advised to be well aware with the guidelines of maintaining confidentiality. Please refer to Artech Nondisclosure and Confidentiality Agreement.
- Knowledge of Artech -- Knowledge of the services and products of Artech will help you avoid "I don't know" syndrome. Our customers' confidence in you increases as you are able to answer their basic questions. However, please do not pretend you know the answer or try to guess the answer when you are

uncertain. If you are unsure of the correct information, refer the inquiry to your manager or to a person you think is more qualified to respond.

- Fair Dealing -- Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer, supplier, or vendor representative. Employees are not permitted to give gifts to customers or suppliers, except for certain promotional “premiums” (T-shirts, coffee mugs, pens, keychains, etc.) imprinted with the Artech logo or sales information.
- Respect for the Individual -- Artech strives, on a personal level, to treat each individual with dignity, consideration, and respect. All Artech employees should be honest and fair with others, share credit when/where credit is due, and encourage an atmosphere in which openness, cooperation, and consultation are the norms. Internal relationships with fellow employees should be based on the same high standards of integrity and ethical responsibility that are observed with Artech clients and the public.
- Use Good Judgment -- These Guidelines for Business Conduct provide specific guidelines for ethical conduct in broad areas of concern. It would be impossible to describe every situation in which an Artech person might be confronted with an ethical dilemma. Everyone must take the time to think about the ethical ramifications of questionable situations, bearing in mind that a bad ethical decision may lead to improper or even criminal behavior. Artech expects all employees to make a commitment to observe the highest ethical standards and exercise good judgment in all business dealings on behalf of the company.

It is the policy of the Company to implement fair and effective personnel policies and to require all employees to support the organization’s best interests.

1. The Company is committed to a positive working relationship with its employees. Thus, the Company attempts to:
 - Provide compensation and benefits commensurate with the work performed
 - Establish reasonable hours of work based on the Company’s production and service needs
 - Monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety
 - Be receptive to constructive suggestions about job duties, working conditions, or personnel policies

- Establish appropriate means for employees to discuss matters of concern with their immediate supervisor or department head
2. The Company, as part of its commitment to providing customers with excellent products and services and to creating a productive work environment, expects all employees to conduct themselves in a professional manner by adhering to such rules of conduct as:
 - Dealing with customers and suppliers in a professional manner
 - Representing the Company in a positive and ethical manner
 - Performing assigned tasks in an efficient manner
 - Being punctual
 - Demonstrating a considerate, friendly, and constructive attitude toward fellow employees
 - Following the policies adopted by the Company
 3. The Company retains the sole discretion to exercise all managerial functions, including but not limited to the rights to:
 - Dismiss, assign, supervise, and discipline employees
 - Determine and change starting times, quitting times, and shifts
 - Transfer employees within departments or into other departments and other classifications
 - Determine and change the size and qualifications of the workforce
 - Determine and change methods by which its operations are to be carried out
 - Determine and change the nature, location, goods produced, services rendered, quantity and continued operation of the business
 - Assign duties to employees in accordance with the Company's needs and requirements and to carry out all ordinary administrative and management functions

3.4 Workplace Behavior for Employees

By accepting employment with us, you have a responsibility towards Artech and its subsidiaries, and towards its customers, contractors, and business associates to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but to ensure that you understand what conduct is expected and necessary. People who work together have an impact on each other's performance, productivity, and personal satisfaction in their jobs. In addition, how our Contractors act toward

clients and their Contractors will influence whether those relationships are successful for our Company. Your conduct affects many more people than just yourself; we expect you to act in a professional manner whenever you are representing Artech at Artech's Client Sites. Types of behavior or conduct that Artech considers inappropriate include, but are not limited to, the following:

- Falsifying employment or Artech records; including, but not limited to, contracts, sales orders, time records, expense reports, and employment applications
- Submitting resumes with false credentials to Artech
- Violating Artech's non-discrimination and/or sexual harassment policy
- Soliciting or accepting gratuities (including bribes and kickbacks) from customers, clients, vendors, or sub-contractors
- Excessive absenteeism or tardiness
- Excessive, unnecessary, or unauthorized use of Artech/Client supplies, particularly for personal purposes (including Client telephone system)
- Reporting to work intoxicated or under the influence of non-prescribed drugs, and manufacture, possession, use, sale, distribution or transportation of illegal drugs
- Bringing or using alcoholic beverages on Artech property or using alcoholic beverages while engaged in Artech business off Artech's premises or at client sites, except when authorized
- Fighting or using obscene, abusive, or threatening language or gestures
- Pranks and practical jokes
- Sleeping on the job
- Possession of firearms or weapons of any kind at any Artech or Client locations that can be used for inflicting bodily harm or physical damage
- Theft of property from co-workers, customers, or Artech
- Insubordination or other disrespectful conduct
- Disregarding safety or security regulations
- Failing to maintain the confidentiality of Artech, customer, or client information
- Undertaking employment outside of Artech that interferes or conflicts with your Artech assignment.
- Defacing, damaging, or destroying property of Artech or Artech's client
- Violating Artech or the Client's purchasing/procurement procedures
- Repeatedly violating Artech/Client policies or procedures
- Failing to meet quality or quantity requirements

3.5 Customer Relations

It is the policy of Artech and its subsidiaries to treat customers in a courteous and respectful manner at all times. Our customers provide the primary source of the Company's income and each employee's job security. To promote excellent relations with our customers, all employees must represent the Company in a positive manner and make customers feel appreciated when dealing with the organization.

3.6 Dress and Personal Appearance

As an Artech contractor you personally represent Artech and contribute to the company's overall public image. You are expected at all times to present a professional, businesslike image. Appropriate attire and good grooming also enhance your effectiveness in providing superior service.

- Acceptable personal appearance is an ongoing requirement of employment with Artech. It is also Artech's policy that dress and hairstyle do not hinder your job performance or safety on the job and your grooming and personal hygiene should be appropriate to the work situation.
- Normally when going to a client site for an interview, and for the first day of an assignment, a traditional business suit is recommended.
- During working hours, Artech requires that you dress in a manner appropriate with prevailing business style at your jobsite. If you have specific questions about the dress policy or practices at your jobsite, or if you have some special situations where your appearance may be an issue, consult with Artech Management, your Recruiter or Account Executive.
- Some clients may not have a specific dress code for your jobsite, and it is up to you and your client manager to decide what clothing is most appropriate. For example, if you frequently meet with outside clients you may prefer traditional business attire. However if you work at a workstation all day you may prefer business casual dress. Individual client departments often have their own dress codes.
- Many clients may have designated "casual" days. For these situations, you are still expected to dress in an appropriate manner. Items that should not be worn at work even on "casual" days include:
 - Worn, torn or badly faded jeans
 - Shorts, sweat pants or attire with logos
 - Athletic T-shirts or tank-tops

- Novelty buttons
- Baseball caps
- Suggestive attire

3.7 Smoking

In order to comply with government regulations, Artech has prohibited smoking throughout its workplace. Smoking is permitted only in designated outdoor areas. Artech requests that all Contractors who smoke use the smoking receptacles provided in these areas. This policy applies to all Contractors working at or visiting an Artech location.

While working at a Client site, contractors are required to adhere to the Client's smoking policy.

Failure to comply with this policy may result in appropriate disciplinary action, up to and including termination at Artech's discretion, depending upon the facts of the circumstances.

Any questions regarding the smoking policy should be directed to your designated TMS.

3.8 Health and Safety

Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate client supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations and those who fail to report or, where appropriate, remedy, such situations may be subject to disciplinary action, up to and including possible termination of employment. It is a job requirement that all employees assist in the detection and elimination of unsafe conditions or acts at all times.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate client supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefit procedures.

The following rules are important to your health and well-being. Study them carefully. Strict adherence is required.

1. Comply with all safety rules and signs. If you have a question, ask your TMS and/or your client supervisor. Do not take chances that could result in an injury to you or a fellow employee.
2. Develop good work habits according to established policies and procedures. Good habits are conducive to good safety and health. Carelessness and negligence create potentially unsafe working conditions.
3. Observe “No Smoking” rules in all confined and posted areas. Smoking is permitted only outside of the office building. Comply with all rules indicating a ban on smoking throughout the workplace.
4. Practice good housekeeping. Help keep your work area, lunchroom, and restrooms clean and orderly.
5. Correct all unsafe conditions or report them to your TMS or your client supervisor.
6. Handle, use, store, and dispose all chemicals in accordance with federal, state, and local regulatory requirements, permit conditions and applicable environmental documents.
7. Use the right tools for the job and operate all equipment in a safe manner. Use all tools in accordance with manufacturer recommendations, have required guards in place.
8. Report all injuries and obtain first aid promptly from your supervisor or medical facility during the work shift in which the injury occurred.
9. Do not lift items that are too bulky or too heavy to be handled by one person. When lifting, remember to bend your knees while bending at the waist. Do not twist your body when lifting. Do not attempt to lift a load that is too heavy. Ask for assistance.
10. Practice fire safety at all times. Know the location and purpose of fire equipment.
11. Electrical repairs must be made only by authorized maintenance personnel.
12. Keep all aisles, stairways, and exits clear.
13. Do not place equipment and materials so as to block emergency exit routes, fireboxes, sprinkler shutoffs, machine or electrical control panels, or fire extinguishers.
14. Keep long hair and clothing confined to prevent interference with safe work practices.
15. Do not participate in horseplay, or tease or otherwise distract fellow workers. Do not run on company premises – always walk.

It is the intent of Artech to furnish all employees with a safe and healthy place to work. Yet, no matter how safe working conditions may be, carelessness on your part can make you and your co-workers a casualty. You should use common sense and follow all posted safety and fire regulations. Any and all accidents, no matter how small, should be immediately reported to your client supervisor and your designated TMS.

3.9 Event of an Emergency

In case of an emergency, such as a fire, earthquake, or accident, your first priority should be your own safety. In the event of an emergency that causes serious injury, **IMMEDIATELY DIAL 9-1-1** to alert police and rescue workers from the situation. If you hear a fire alarm or in case of an emergency that requires evacuation, please proceed quickly and calmly to the fire exits.

All injuries, no matter how slight, occurring during work hours must, be reported to your client supervisor and your Artech point of contact within 24 hours of the injury. When you return to work after a job-related injury, you must provide your client supervisor and the designated TMS with a physician's statement verifying fitness to return to your regular duties.

3.10 Security

Artech believes there is nothing more important than the security of its Contractors or guests. Artech and its Clients are determined to provide a work place free of violence or the threat of violence. To this end, violent or threatening conduct of any kind directed against a co-worker, manager, guest or other individual on company property will not be tolerated.

Anyone who is the victim of any violent, threatening, or harassing conduct or who observes such conduct taking place (whether the person perpetrating the conduct is an Artech Employee, Contractor, or a non-Contractor), is required to report the conduct immediately to their Client supervisor and designated TMS. All such complaints will be thoroughly investigated and Artech and the Client will take appropriate steps in an attempt to prevent any harm from occurring or being repeated. No adverse action will be taken against anyone who brings a good-faith complaint under this policy - Please refer to Artech's **Anti-Retaliation Policy**.

Violent, threatening, or harassing conduct includes, but is not limited, to the following:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Artech/Client property, or a demonstrated pattern of refusal to follow Artech/Client policies and procedures; and
- Defacing Artech/Client property or causing physical damage to the facilities.

Employees should make it a practice to challenge unfamiliar people who are not being escorted by an authorized Client's personnel.

Employees who receive an Artech/Client key card (where applicable) to enter their facility should never allow anyone to use it for any reason; and should not allow other people without a key card to follow them into their workplace. If a key card is lost or stolen, it should be reported immediately so it can be disabled. For more information on the Artech/Client access procedures, contact your designated TMS.

All packages, briefcases, handbags and other conveyances carried into or out of Company buildings are subject to inspection. Desks, lockers, file cabinets, workstations and other storage areas are also subject to inspection. Items found in violation of company policy or rules will be removed.

Employees should exercise reasonable care for the protection of both personal, Company, and Client owned property while on Company/Client premises or away from the premise performing Company/Client business. Never leave valuable property unattended.

Artech and its Client's policy prohibit the possession, transfer, sale, purchase, or use of illegal drugs on Company/Client premises or work sites.

Employees or guests are prohibited from possessing firearms, other weapons, or hazardous or dangerous materials on Company/Client property, in Company/Client vehicles. These same rules apply to personal vehicles are being used for Company/Client business.

Employees will probably have access to a variety of computer resources. Remember all computer resources are property of Artech or the client and should be used for business purposes only. Please refer to the Artech Information Systems, LLC Electronics Communications Policy. See [COMPUTER, EMAIL, INTERNET AND SOLICITATIONS](#)

Second only to our employees, information is Artech's most valuable and critical asset and it must be protected. Inadvertent disclosure or loss could have a severe impact on Artech. Employees must be familiar with Company proprietary information, its marking, handling, dissemination and destruction.

Employees are expected to know and comply with all of Artech's and its Client's security procedures. Any violations of those procedures or potentially dangerous situations should be reported to your designated TMS and the Client supervisor, if applicable. .

Violation of Corporate/Client security procedures may result in disciplinary action, up to and including termination. Illegal acts committed by employees may be reported to law enforcement authorities.

3.11 Driving on the Job

If an employee uses his or her personal vehicle for Artech business, the employee's personal auto insurance will be expected to provide coverage for the employee. The employee must be covered under one of the below coverage options:

- Automobile Liability must be no less than \$500,000 Combined Single Limit
- Automobile Liability \$250,000/\$500,000/\$250,000 Split Limit.

Artech employees driving their personal vehicle on Artech business are **not** covered under a Company policy. Artech's commercial automobile policy provides full coverage for Company-owned or leased vehicles and limited coverage for Company employees or contractors who may be in the vehicle. This policy provides third party liability coverage to Artech and physical damage coverage for vehicles owned or leased by Artech.

When renting vehicles for official Artech business, employees should, in general, decline all offered insurance coverage. Failure to do so may limit the coverage under the corporate insurance policy and expose the employee to unnecessary personal liability in the event of an accident.

Artech employees are required to maintain minimum insurance levels in accordance with state laws.

3.12 Solicitation and Distribution

Artech recognizes that employees may have interests in events and organizations outside the workplace. In an effort to assure a productive, safe, and harmonious work environment, solicitation of any employees on behalf of any cause not sponsored by Artech or its clients will not be permitted during the working time of either the employee solicited or soliciting. For purposes of this provision, "working time" does not include paid breaks or unpaid meal periods. Non-employees may not solicit anywhere, at any time, on Company/Client premises.

Also, the distribution of literature, products, or other non-business materials will not be permitted in work areas at any time, or by non-employees anywhere on the Company/Client premises.

In addition, the posting of written solicitations on Company/Client bulletin boards is not allowed. Postings are restricted to important Company/Client information and required legal notifications.

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act such as discussing wages, benefits or terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection or legally required activities.

3.13 Attendance and Punctuality

When you accept an assignment, you represent Artech to our clients. It is important to note that Artech is your employer. To maintain a safe and productive work environment, ARTECH expects all contractors to be reliable and punctual in reporting to their assignments. In the rare instances when contractors cannot avoid being late to work or are unable to work as scheduled, they should notify their designated TMS as soon as possible in advance of the anticipated tardiness or absence.

Should you be unable to work because of illness, you must notify your client supervisor as soon as possible or as per client specific guidelines on each day of absence. Failure to notify Client properly results in an unexcused absence. Request for any extended leave of absence from the client assignment must be submitted in writing to your designated TMS and Client Manager for approval. Any contractor absent for three (3) consecutive working days without notifying his/her TMS and client supervisor will be

considered as having voluntarily terminated their employment with Artech. If you are absent for more than five (5) consecutive workdays due to illness or injury, a statement from a physician is required before you will be permitted to return to work. Artech also reserves the right to require you to submit to an examination by a physician designated by Artech at its discretion.

If you are late for work or fail to appear without calling in as required by this policy or by the Client's policies in this Handbook, you will face disciplinary action, up to and including termination.

3.14 Hours of Work and Time Reporting

While working at a client location, you must comply with your client manager's established work schedule. This schedule should include your daily work hours and any breaks throughout the day. Lunch breaks are unpaid, and should not appear as billable time on your timesheets.

Contractors are responsible to submit an accurate accounting of hours worked each pay period week via client preferred Portal (i.e. FieldGlass/Beeline) or BEACON for invoicing and payment purposes. Failure to submit your hours by the deadline may result in your paycheck being delayed.

3.15 Work Schedules

It is the policy of Artech to establish the time and duration of working hours as required by work load and production flow, customer service needs, the efficient management of human resources, and any applicable law.

1. The normal workweek is Monday through Friday, beginning at 8:30AM and ending at 5:30PM, consisting of forty hours. The normal workday will consist of eight hours of work with an unpaid meal period. Rest or coffee breaks are considered as time worked.
2. Each Supervisor, in accordance with business requirements, will determine the schedule of hours for employees. The Supervisor will inform employees of their daily schedule of hours of work, including meal and rest periods or breaks, and of any changes to the schedule that are considered necessary or desirable by the Company.

3. Upon request, accommodations will be made for lactating mothers. Such accommodations include a reasonable amount of break time and an appropriate location near the employee's work area. It is preferable that existing break periods be used; however, if additional time is needed, it may be provided on an unpaid, as needed basis.
4. Department heads may schedule overtime or extra shifts from time to time as business necessity dictates. Supervisors will assign overtime to non-exempt employees as needed. Employees are not permitted to work overtime without the prior approval of their supervisor or department head. For the purposes of overtime compensation, only hours worked in excess of forty during a workweek (or eight during a work day in states providing daily overtime) will be counted.

Employee attendance at lectures, meetings, and training programs required by the Company will be considered hours of work, and therefore will be compensated time.

3.16 Travel for Non-Exempt Employees

At times it is necessary for non-exempt employees to travel either by land or air, from one location to another. This may be considered "working time" for which a non-exempt employee will be paid depending on the circumstances outlined below. When travel time is considered working time, it will be compensated at the employee's regular hourly rate, and will be included in overtime calculations, as appropriate. All business travel needs to be preapproved by the client in writing, regardless of exempt or non-exempt status.

The salaries of the employees classified as exempt cover all hours worked and no additional compensation is paid to an exempt employee for travel time.

An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time, nor is it paid travel time.

For those non-exempt employees who normally work at an Artech or Client location, when an employee is required to travel from the employee's work location to a customer location, all travel time between the Artech or Client location and the customer worksite is paid time and should be reported as time worked. Travel time between an employee's regular Artech or Client location and another Artech or Client location should be treated in the same manner. If the employee travels directly from home to the customer

worksite at the beginning of the workday, or travels directly home at the end of the workday, any time in excess of the employee's regular commute is paid travel time and should be reported as time worked.

For those non-exempt employees who normally work at home and whose jobs do not require travel to customer locations or other sites, all travel time to a customer location or other site on special assignment is paid travel time and should be reported as time worked.

Meal time while traveling is not paid and should not be reported as time worked.

All work performed by non-exempt employees while at another location on a trip should be reported as time worked and will be included in overtime calculations, as appropriate. Artech will comply with all state and federal laws which require that payment of travel time be treated more stringently than described above.

3.17 Expense Reimbursement

Any work-related travel and/or expenses (including meals and mileage) needs to be pre-approved by Artech's Client. Expenses should be submitted to the client manager for approval as soon the expense is incurred and/or travel is completed. Contractors are expected to limit expenses to reasonable amounts and follow applicable client guidelines. Approved reimbursable expenses are to be submitted in the Client's time reporting portal (FieldGlass/Beeline) or in BEACON or any other form required by the client. You are required to provide all supporting receipts and submit your expenses to Artech within 30 days of the date the expense(s) were incurred. Please note, expense items submitted after 30 days from date incurred, or without receipts, will not be considered for reimbursement.

3.18 Business Travel and Expense

Employees may be required to travel to accomplish activities associated with the normal conduct of Company business. The Company will reimburse employees for necessary and reasonable expenditures, approved by Artech and/or by its Client, per each respective Company's policies.

3.19 Reporting Arrests

Artech is dedicated to protecting the safety and well-being of its employees, customers and all individuals who come into contact with its employees or use its products and

services. Accordingly, where allowed by applicable law, Artech requires employees who are arrested during employment to report such incidents of arrest to their designated TMS within three (3) business days of the arrest. Reporting an arrest will not automatically trigger an adverse employment decision. Artech considers all arrest record information on case by case basis, in accordance with all applicable laws. For more information regarding reporting arrests during employment, please contact your TMS.

Section 4: PROCEDURES FOR WORKING AT ARTECH

4.1 Access to Personnel Records

The Human Resources Department maintains a personnel file for each employee. Personnel files are the property of Artech and access to the information they contain is restricted. Personnel files include such documents as job application, resume, records of training, documentation of, as well as other employment records. Generally, only managers and management personnel of Artech Information Systems, LLC who have a legitimate reason to review information in a file are allowed to do so. However, any employee who wishes to review his or her personnel file is welcome to do so.

The employee should contact his/her designated TMS and, with reasonable advance notice, may review his or her own personnel file in the employee's local office in the presence of a Human Resources representative or an individual designated by Artech, subject to state law. A request may be made for a copy of only those documents signed by the employee contained in the file, but under no circumstances will the removal of any documents from the file be allowed. Additionally, the employee is not allowed to remove the file from the Human Resources Department.

4.2 Changes in Personnel Data

It is the responsibility of each contractor to notify their designated TMS of any errors in his or her personnel files or changes in personal data, personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, and other such relevant information. All Contractors can make changes to their telephone number, address and emergency contact information online through BEACON under the "Self Service" tab.

All other necessary changes to personnel data should be made by notifying your designated TMS, who in turn, will notify Artech's Human Resources Department to update the information.

4.3 Confidentiality of Employee Medical Information

Employee medical records and information regarding employee medical conditions are kept separate and apart from other employee records by the Human Resources Department. All medical information is strictly confidential and is only shared on a "need to know" basis. It is against the law to disclose protected health information. For more information see the Company's [HIPAA Privacy Policy](#).

4.4 Health Insurance Portability and Accountability Act (HIPAA)

Artech and our benefit healthcare providers are committed to protecting the privacy of your "Protected Health Information" (PHI). PHI is individually identifiable health information that is transmitted or maintained in any form or medium (electronic, oral, or paper) by a covered entity or its business associates. This includes but is not limited to health care services provided to you, the payment of health care services provided to you, or your physical or mental health or condition, in the past, present, or future.

For more information see the Company's [HIPPA Privacy Policy](#).

4.5 Emergency Closings - including Inclement Weather

When there is inclement weather, only the contractor can safely gauge their own ability to negotiate the roads based on their unique commute, mode of transportation, and inclement weather driving experience and ability.

When Federal government offices are closed or a State of Emergency has been declared due to inclement weather, applicable Artech and Client offices may also be closed. However, you may be expected to work from home depending on your Client supervisor.

When the Federal government and/or State announces that a liberal leave policy is in effect, Artech or its Clients will be open and all contractors will be expected to make reasonable efforts to get to work, however with the permission of the Client supervisor, contractors may work from home.

All contractors who are unable to report to work should notify their Client supervisor and designated TMS of their absence prior to the start of their work day. In all cases, please make responsible and safe decisions.

4.6 Hiring Procedures

Artech carefully selects its employees through written application, personal interview, reference checks, and background investigations. Artech has identified certain positions for which additional background investigations and/or drug testing may be required, following a conditional offer of employment. Artech relies upon the accuracy of information contained in the employee's resume and/or employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Artech's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

To ensure that individuals who join Artech are well qualified and have a strong potential to be productive and successful, it is the policy of Artech to check the employment references of all applicants prior to the extension of an employment offer.

4.7 Outside Employment/Participation in Associations

Employees may hold outside jobs as long as they meet the performance standards of their job with Artech and such positions are not with competitors or otherwise likely to result in a violation of the Code of Business Conduct (see Artech Information Systems, LLC Code of Business Conduct) or any provision contained in an employment agreement or option agreement, to the extent applicable.

All employees will be judged by the same performance standards and will be subject to Artech's scheduling demands, regardless of any existing outside work requirements. If Artech determines that an employee's outside work interferes with performance or the ability to meet the requirements of Artech as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Artech.

Employees who are considering outside jobs in addition to their Artech employment are required to notify Human Resources of their intentions. Upon gaining employment in an outside job, the employee must report to their supervisor in detail the specific job

functions and requirements of the outside job. Management reserves the right to determine if the outside job presents a conflict of interest. In addition, if an employee is asked to sign an agreement in connection with such outside employment (such as non-competition, non-solicitation or confidentiality agreements), such employee shall be required to consult with Artech's Human Resources Department prior to signing such an agreement.

All Artech employees who participate in association activities should work with the HR Department and provide the details of the outside association or employment.

4.8 Employee Referral Program

Artech encourages you to refer people you think would be a great fit for opportunities with its clients:

Eligibility Criteria:

- Referrals not engaged by Artech recruiter for 3 months or more are eligible (as per Artech's internal database)
- Referrals must be off any previous Artech projects for a minimum of 3 months (as per Artech's internal database) to be eligible as a potential referral

The competitive financial bonus program for candidate referrals:

- Referral must complete 90 days (480 hours) on billing before referral bonus can be paid to the referring consultant
- For every 90 days completed (480 hours) on project there will be payout of \$250 up to a maximum \$1000

4.9 Employment of Relatives

Employees are hired and promoted solely on the basis of individual qualifications and no person shall be given preferential treatment due to a family relationship with any other employee. Artech permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of Artech, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, or corresponding in-law or "step" relation. Artech will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

1. Individuals who are related by blood or marriage are permitted to work in the same company facility, provided no direct reporting or supervisory/management relationship exists.
2. No relatives are permitted to work in any position in which Artech believes an inherent conflict of interest may exist.
3. Employees who marry while employed are treated in accordance with these guidelines. That is if, in the opinion of Artech, a conflict or an apparent conflict arises as a result of the marriage; one of the employees will be transferred at the earliest practicable time.

This policy applies to all categories of employment at Artech.

4.10 Re-employment Eligibility

Anyone who has left our employment in good standing will be considered for re-employment in any position with Artech or redeployment for contractor's for which he or she possesses appropriate skills and experience. Such employees will be considered new employees and benefit eligibility requirements will be provided as with any other new employee, unless if the employee was rehired within one year from termination. The below section "4.11 Service Credit" will outline the process for employees rehired within one year from termination.

4.11 Service Credit

A former employee who is reemployed will have his or her status considered as a rehire. As a rehire reemployed within one year of termination, he or she will receive credit for prior service in the form of an adjusted hire date. This date may be used wherever appropriate to calculate any service-based benefits if applicable. The adjusted hire date determines the months of service credit the former employee will receive upon rehire.

A former employee reemployed after one year of the termination date will be considered a rehire, with no prior service credit. Service credit is determined by the Adjusted Service Date Calculation formula below.

Adjusted Service Date Calculation:

Example:

Original Date of Hire: 1/4/1988
Original Termination Date: 2/14/1997
Rehire Date: 1/15/1998

Days not employed by Artech: 335 (must be less than 365 days to get adjusted service credit)

Add the number of days not employed to the original hire date

Adjusted Hire Date: 12/4/1988

If it is determined that an employee terminated their employment and was rehired for the sole purpose of circumventing benefit eligibility and/or benefit plan requirements (such as to make new benefit elections or to obtain a 401k distribution), the employee's termination will not be treated as a bona-fide termination. A Human Resources Representative will explain employment status upon reemployment

4.12 Employment Classifications

The following classifications determine an employee's overtime and benefit eligibility. Artech classifies employees into categories determined by regular hours worked and the requirements of the Fair Labor Standards Act (FLSA). State law generally provides for essentially similar requirements, however, some states have more strict requirements that will take priority. At the time of hiring, employees are classified as full-time, part-time, or temporary, and are also told whether they qualify for overtime pay. Each employee is designated as either NON-EXEMPT or EXEMPT from the overtime requirements of the federal and state wage and hour laws. If an employee is not sure of the job classification into which his or her position fits, the employee should ask his or her designated TMS.

Exempt/Non-Exempt:

Exempt Employees

Certain employees are exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA) and applicable state laws. As a general rule, employees in Exempt jobs are paid a pre-determined salary for any week in which they perform work, regardless of the number of hours worked or the quality of performance.

Exempt jobs are generally those in executive, administrative, professional, computer employees or outside sales positions.

The Human Resources Department will determine whether a job is properly classified as exempt in accordance with applicable law.

Employees' classification as either "exempt" or "non-exempt" may be altered if their job responsibilities change, if they are promoted, or if the law changes.

Non-Exempt Employees

Employees in positions who do not fall into the category of exempt are generally classified as non-exempt under the specific provisions of federal and state laws. Non-exempt employees also may be paid a pre-determined weekly salary; however, they must be paid overtime for any hours worked over 40 per week (or over a specified number of hours in a day for those employed in states providing daily overtime).

Temporary Employees - W2/Hourly

Temporary employees are those who are hired for a client engagement or for a specific project or task, usually of limited duration. These employees are hired as "Consultants/Contractors" and are generally deployed at client locations. The status of an employee who was hired in this category will not necessarily change if the employment continues beyond the period originally contemplated. Such employee's employment with Artech shall terminate upon the end of the client engagement for any reason. These employees may work either full or part time.

Temporary employees may be paid on an hour or salaried basis depending on their classification.

4.13 Overtime

On occasion, Artech Clients may ask employees to work beyond their regular scheduled hours to meet special or unusual needs.

In such instances, contractors are required to procure written approval from the client managers prior to working those extra hours. A copy of the advance approval should be emailed to your designated TMS.

Any approved overtime hours worked will be paid in accordance with Federal and State requirements. Normally holiday, personal, sick, vacation and other paid time off leaves do not count towards time worked for the purpose of calculating overtime. (This may

vary by state, please check with your designated TMS if you have any questions in this regard.

Section 5: COMPENSATION AT ARTECH

5.1 Compensation Philosophy

Our compensation philosophy is to provide total compensation opportunities at a level that is competitive with those companies with which we compete for business results and employees. To ensure that we continue to meet our compensation objectives, and attract, retain, develop, and motivate qualified individuals, Artech has developed and implemented a compensation system that is intended to be internally fair, externally competitive, and responsive to each employee's skill level, performance, contributions, and achievement.

This philosophy will be executed through a compensation program designed to support the Company's business strategies by aligning individual compensation with the successful achievement of specified business objectives at the Company and business segment level. Our growth and the maturity of our industry will also influence this strategy.

Artech will regularly review its compensation practices against those of similar companies to ensure competitiveness and maintain consistency with our philosophy.

5.2 Pay Periods & Discrepancies

All employees are paid bi-weekly (see pay schedule for pay dates). Each paycheck will include earnings for all work performed through the end of the current payroll period. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, you will receive pay the day after the regularly scheduled payday.

Artech strongly urges its employees to have their pay directly deposited into their accounts. If it becomes necessary to change your direct deposit information, employees may access this information at any time through our Self Service feature on BEACON. Any changes made to your Direct deposit information may result in you receiving a paper check for the immediate following pay period. Employees may also access electronic copies of their pay statements (in lieu of a paper statement) in BEACON.

Artech takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their designated TMS so that corrections can be made as quickly as possible. Corrections that are the result of the receipt of an employee's late submission of a time sheet or as a result of administrative error will be made in the subsequent pay period.

Your designated TMS will provide a detailed payroll schedule during orientation. In the event that a regularly scheduled payday falls on a day off such as a holiday, you will receive payment on the day after. Artech takes all reasonable steps to ensure that the correct amount is processed in each paycheck and paid promptly on the scheduled payday.

5.3 Automatic Payroll Deposit

Artech strongly urges its employees to have their pay directly deposited into their accounts. This option can be selected in the BEACON portal. Accounts may be an Employee's savings and/or regular checking accounts.

You will receive your first payment via paper check. Any additional paper checks prior to direct deposit taking effect will depend on how promptly direct deposit information is entered into Beacon and where in the payroll cycle set up occurs. At least, one payroll cycle is required before the direct deposit takes effect.

If it is necessary to make any changes to your direct deposit information (including cancellation), Employees may access this information at any time through the Self Service feature in BEACON. We also encourage you to notify your designated TMS if/when any changes are made.

Any changes made to your direct deposit information in BEACON may result in paper check for the subsequent payroll. In addition, Employees may also access electronic copies of their pay statements and itemized statement of wages (in lieu of a paper statement) in BEACON.

If you have questions on this process please contact your designated TMS.

5.4 Payroll Deductions

In accordance with Federal, state, and local tax laws and regulations, the Company withholds income tax on a scale determined by the exemptions listed on the W-4 form that each employee completes when hired. To change the number of exemptions, an employee can make changes in Beacon's self-service portal.

The amount of state tax withheld varies based upon the state in which the employee lives and works.

Taxes are also withheld to finance Social Security and Medicare. The rate for this tax is set by federal law and can change from year to year. The Company contributes an equal amount of the Social Security tax deducted from each employee's paycheck.

5.5 Garnishments

A wage garnishment is an order from a court or government agency directing us to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If we are instructed by a court or agency to garnish an employee's wages, we are legally required to comply with these orders. If you dispute or have concerns about the amount of a garnishment, you must contact the court or agency that issued the order.

Section 6: BENEFITS

As part of our commitment to our employees and their well-being, Artech provides eligible employees with a variety of benefits. Benefits such as Social Security, Worker's Compensation, State Disability (where applicable), and Unemployment Insurance cover all employee in a manner prescribed by law.

For more information regarding the benefit programs, please refer to the company Summary Plan Descriptions, which were provided to employees upon hire, or contact your designated TMS.

This portion of the Employee Handbook contains a very general description of the benefits to which employees may be entitled. Please understand that this general explanation is not intended to, and does not, provide all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Employees' rights can be determined only by referring to the full text of the official plan documents, which are available for examination from Human Resources. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in this Handbook shall be held or construed to create a promise of employment or future benefits, or a binding contract between Artech and its employees, retirees, or their dependents, for benefits or for any other purpose. All employees shall remain subject to dismissal or discipline to the same extent as if these plans had not been put into effect.

As in the past, Artech reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, Artech reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions or official plan documents.

6.1 Medical Insurance

Artech offers two ACA (Affordable Care Act) compliant medical plans to its contractors that meet the individual mandate requirements for having Minimum Essential Coverage with no annual or lifetime limits, no pre-existing conditions, and with access to nationwide PPO provider networks and discounts.

All full-time Contractors working 30 or more hours per week will have 40 days to enroll and their coverage will be effective from the 1st of the following month after completing

30 days of service. Eligible Contractors can also enroll their eligible dependents. Your eligible dependents are your lawful spouse or domestic partner and your children from birth until age 26, through any age if handicapped and unable to earn a living, or until they can no longer be legally declared as dependents. Dependent age and status requirements may vary by state. Additional information about Artech's benefits summary will be provided by your designated TMS.

6.2 Voluntary Dental & Vision Insurance

Artech offers a voluntary high and low dental plan and a voluntary vision plan. These plans can be viewed in detail in the benefits packet.

6.3 Section 125 Account

Artech offers the opportunity to pay for the cost of their contributory Medical, Dental, and Vision insurance premiums with Pre-tax dollars through the Artech Premium Only Plan under the provisions of Section 125 of the Internal Revenue Code. This will allow you to reduce your taxable income by the amount of your premium contributions; you pay less income tax and less social security taxes and actually increase your take-home pay.

6.4 Accidental Death and Dismemberment Coverage

The company offers regular full-time employees who have been employed by Artech for 60 days an employer paid Accidental Death & Dismemberment Coverage. The Coverage is offered through Cigna and the benefit amount is \$5000.

6.5 Voluntary Life Insurance

Artech offers Voluntary life insurance for employees, spouses, and children. These coverages are post tax deductions.

6.6 Short-Term Disability

Short-Term Disability plan is a benefit paid for by Artech that provides partial pay for active, full-time Employees regularly working a minimum of 30 hours per week, who are unable to work due to illness, injury or disability not related to work, after an absence of more than seven consecutive calendar days. This benefit pays 60% of weekly pre-disability earnings to a maximum of \$2,000 per week. Salary continuation is subject to a 7 day waiting period which sick leave or vacation may be used to supplement pay. You will receive one day of regular pay for each sick or vacation day you may have accumulated. Any portion of the 7 day waiting period not covered by either vacation or sick days will be unpaid.

Upon ability to return to work, the employee must present a fitness for duty release from their physician.

Any FMLA leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take his/her full short term disability benefits, and then take three months off under the FMLA; any time spent on short term disability counts as part of an employee's FMLA leave.

The Company will attempt to return an employee who is returning from a short-term disability leave to the same or similar job, at the same salary that the employee held prior to the leave. Under some circumstances, however, permanent replacement during a leave may be required, or in some instances, staffing requirements may change. Therefore, unless an employee is entitled to return to the same or an equivalent position under the Family and Medical Leave act or other applicable law, a job cannot be guaranteed when the employee is ready to return to work from a short-term disability leave. In the event the employee is not entitled to return to the same or an equivalent position under the Family and Medical Leave Act or other applicable law and a position is not available or if the employee chooses not to return to work, upon the expiration of the disability leave, the employee will be terminated. If an employee does not return from a short-term disability leave, the termination date is the day after the last day that the employee was authorized to return or the date the employee notifies his/her supervisor that he/she is not returning, whichever is sooner. Such employees may be considered for reemployment. An employee who returns to work following a short-term disability leave will be considered as having continuous service.

The following states have statutory disability benefit plans: California, Hawaii, New Jersey, New York, Puerto Rico (Common Wealth) and Rhode Island. If you reside in

one of these states your benefit amount may be reduced by any other amounts payable to you in accordance with applicable law.

6.7 Long Term Disability Benefits

Artech offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 30 hours per week) a contributory long-term disability (LTD) base plan. This contributory base plan provides for monthly LTD benefits of 50% of basic monthly earnings to a maximum benefit of \$6,000 per month, less any other offsets. Eligible employees are automatically enrolled as of the first day of the calendar month on or following their date of hire. Long-term disability coverage terminates on the last day of employment. In addition to that, employees also have an option to choose buy up LTD which covers 60% of basic monthly earnings to a max of \$10,000 per month.

6.8 Kemper Worksite Benefits

Artech offers Kemper Worksite Benefits on a voluntary basis which adds some additional health related benefits. The three insurance types are listed below:

- 1.) Accident Expense Insurance – helps offset unexpected medical expenses such as hospitalization, emergency room care and concussions.
- 2.) Critical Illness Insurance – assists in protecting your assets in the event of a critical illness such as heart attack or stroke.
- 3.) Whole Life Insurance – builds cash value at a guaranteed interest rate of 4.5% for the life policy

6.9 401(k) Saving Plan

A 401(k) plan is a retirement savings plan designed to allow eligible employees to supplement any existing retirement and pension benefits by saving and investing before tax dollars through a voluntary salary contribution. Contributions and any earnings on contributions are tax- deferred until money is withdrawn. Additional information about Artech's benefits summary will be provided by your designated TMS.

6.10 Worker's Compensation Benefits

The company is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries or illness must immediately notify their client supervisor and designated TMS.

If you are injured or become ill on the job, you must immediately report such injury or illness to your client supervisor and designated TMS. This ensures that Artech can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions with regard to workers' compensation insurance should be directed to your designated TMS.

Section 7: TIME AWAY FROM WORK

Artech makes various paid and unpaid leaves of absence available to employees. These leaves are designed to promote personal well-being and to support employees' efforts to balance work, family and personal responsibilities.

Paid time off is neither included in the calculation of an employee's regular rate nor will it be counted as hours worked for the purpose of overtime calculation.

Depending on your work location or client/assignment, you may be eligible for certain types of paid time off or sick time off. For further information, please refer to your new hire paperwork or contact Benefits@artech.com.

7.1 Paid Time Off

Holidays

Artech **does not** provide Holiday pay for these days unless specified in the paid time off policy.

- New Year's Day

- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas

Sick Leave and FMLA

Sick leave when available through mandated state, city, or local ordinances is not meant to be a long-term care solution. If the employee is absent for more than 5 consecutive business days due to a serious health condition, the employee must contact Human Resources to apply for FMLA leave. Human Resources will determine the employee's eligibility for FMLA leave. If the employee fails to follow this procedure, the employee will be in violation of Firm policy and subject to discipline.

If the employee is approved for FMLA leave, any future leave taken for the same FMLA-qualifying serious health condition is exempt from this Paid Sick Time policy. Any future leave for the same FMLA-qualifying serious health condition, whether continuous or intermittent, shall also be designated as FMLA leave and counted against the employee's FMLA allotment. If management or HR becomes aware that any absence may be protected under the FMLA for reasons other than the employee's own serious health condition, management or HR will direct the employee to contact Human Resources to apply for FMLA leave. If the employee fails to follow this procedure, the employee will be in violation of Firm policy and subject to discipline. For information or questions concerning this policy or FMLA leave, the employee should contact Human Resources for assistance.

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

Sick Leave and Short-Term Disability

If the employee remains absent for seven or more calendar days due to illness or injury, the employee must apply for coverage if they have enrolled under the Firm's voluntary Short-Term Disability Plan by contacting Human Resources to initiate a disability claim. If approved, employees will then receive short-term disability benefits which may be

retroactive to the first day of absence. Any absences covered by the voluntary Short-Term Disability plan may be eligible for coverage under the government mandated Sick Time ordinance.

In addition, please see the Firm's Reasonable Accommodation Policy for information on absences that may occur in connection with a disability.

7.2 Jury and Witness Duty

If an Employee is summoned to serve as a juror or witness, Artech allows for unpaid time off from work. We ask that the following steps be completed:

- Notify your designated TMS upon receipt of notice from the court so operational adjustments can be made as required;
- Upon return to work, you are required to provide to your designated TMS a copy of the document from the court showing the time you spent and the amount you were paid;
- When the court dismisses the jury early and on days when you are not required to report to court, you must report to work.

Employees working in states whose laws expressly provide for different jury duty leave policies will be eligible for jury duty benefits available under those laws.

7.3 Military Leave

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters.

If you participate in the U.S. Armed Forces Reserve or National Guard training programs, you will be granted a leave of absence without pay, in accordance with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA). Eligible contractors with a spouse, son, daughter or parent on active duty or

called to active duty may qualify for leave under the FMLA (please see the FLMA section for additional details). Please notify your designated TMS of the leave situation.

PROCEDURES/GUIDELINES

REQUESTS FOR MILITARY LEAVE

The employee will provide his or her designated TMS with written notice that the employee will be engaging in military service, including where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity or other circumstances. Employees are requested to provide such notice within 30 days of active military service, unless such notice is precluded by military necessity or is impossible or unreasonable under the circumstances. Failure to provide adequate notice may render the employee ineligible for the rights and benefits described in this policy.

Duration of Leave

Short Term

Artech will provide a short-term leave of absence for military training or duty for up to fifteen (15) days in accordance with Federal Law. Employees who are required to serve active duty for training in a Reserve or National Guard are placed on a short-term leave of absence. Military Leaves of Absence are without pay.

Long Term

Employees are eligible for long term military leave for a period not to exceed 5 years when entering a branch of the U.S. military service. The employee will not receive pay or be entitled to time off accrual benefits during this period. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months.

Reemployment

An employee who returns to work upon release from a period of military service will be reemployed as required under the USERRA reemployment provisions, or any applicable state law. As a general rule, an employee who takes an approved military leave of absence and properly returns to work will be reemployed by Artech in the position the employee would have held had he/she remained continuously employed, or in a position of like seniority, status and pay, assuming the employee is qualified for the position or can become qualified after reasonable efforts by Artech.

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with

reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward eligibility for FMLA leave upon return to his or her job at Artech.

Required Notification

An employee who intends to return to work at Artech following completion of a military leave of absence must provide notice of such intent in accordance with the following procedure and schedule:

1. *If service is less than 31 days or for the purpose of taking an examination to determine fitness for service* - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
2. *If service is for 31 days or more but less than 181 days* - the employee must submit an application for reemployment with the Human Resources Department no later than 14 days following the completion of service.
3. *If service is over 180 days* - the employee must submit an application for reemployment with the Human Resources Department no later than 90 days following the completion of service.
4. *If the employee is hospitalized or convalescing from a service-connected injury* - the employee must report for reemployment (if the service was less than 31 days), or submit an application for reemployment (if the service was more than 30 days) to the Human Resources Department at the end of the necessary recovery period (which may not exceed two years following completion of service).

Reemployment Position

Upon an employee's timely application for reemployment, an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. *Less than 91 days of military service* - (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Company, in the position the employee held just prior to military service.

2. *More than 90 days and* - (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if found not qualified for such positions after reasonable efforts by the Company, in the position the employee held just prior to military service, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

* If under 1 or 2 above, an employee is found not qualified for such positions after reasonable efforts by the Company, then the employee shall be reemployed in (i) any other position which is the nearest approximation to one that the employee would have attained if employment had not been interrupted by military service; or (ii) if no such position exists, then in the nearest approximation to the position the employee held just prior to military service

3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company; or (ii) if no such position exists, in the nearest approximation to a position consistent with the circumstances of the employee's situation.
4. An employee's failure to return to work in a timely manner after an approved military leave of absence may result in loss of re-employment rights, termination of the leave and/or disciplinary action, up to and including termination of employment.

Required Documentation

An employee must provide military discharge documentation upon the employee's reapplication for employment that establishes the timeliness of the application for reemployment and length and character of the employee's military service.

Exceptions to Reemployment

In general, an employee will not be entitled to reemployment rights and the other benefits of this policy if any of the following conditions occur:

1. The employee has failed to return to work or apply for reemployment in a timely manner.

2. The Company's circumstances have so changed as to make reemployment impossible or unreasonable.
3. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
4. The employee did not receive an honorable discharge from military service.
5. The employee's cumulative period of service with the Company has exceeded 5 years.

Artech reserves the right to change or modify this policy in its discretion at any time in accordance with the requirements of applicable law or for any other lawful reason.

7.4 Family and Medical Leave (FMLA)

Artech's leave of absence policies meet the requirements of the Family and Medical Leave Act (FMLA) of 1993. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year * for specified family and medical reasons.

- An eligible employee is one who has been employed by Artech for at least 12 months and has worked at least 1250 hours over the previous 12 months. Although the 12 months of employment need not be consecutive, employment prior to a continuous break in service of seven years or more need not be counted.
- Artech will grant an eligible employee up to a total of 12 weeks of unpaid leave during any 12 month period * for one or more of the following reasons:
 - For the birth and care of a newborn child or placement of a child for adoption or foster care (See following section on medical and family/new parent leaves.);
 - To care for an immediate family member (spouse, child, or parent) with a serious health condition (See following section on family/family care leaves); or,
 - To take medical leave when the employee is unable to work because of a serious health condition (See following section on medical leave.)

While FMLA guarantees an eligible employee this unpaid leave time, employees may be entitled to some paid leave time. A description of the various leaves of absences, what is paid and what is not paid, as well as which are eligible for protection under FMLA are listed below.

Rights & Responsibilities under FMLA

Employee Notice: When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for leave as soon as practicable, which generally means either the same day or the next business day. When the need for leave is not foreseeable, an employee must give notice as soon as possible and practical under the circumstances. Employees who take intermittent FMLA leave have a statutory obligation to make a “reasonable effort” to schedule such leave so as not to disrupt unduly the employer’s operations.

Intermittent Leave or Schedule Reduction: When medically necessary and certified by the attending physician, an employee may be eligible for intermittent leave or a reduced work schedule to accommodate his/her medical needs. Such intermittent or reduced schedule leave must be scheduled with as much consideration of the Company’s and the Department’s work load and schedule as possible. The Company maintains the right to temporarily transfer an employee on a reduced or intermittent schedule to a position which more easily accommodates such a schedule when the need arises. Payment of salary during this intermittent or reduced schedule leave would be based on their schedule.

Job Protection: When an employee is medically able to return to work and does so within the FMLA leave time frame, the employee will be returned to his/her previous position or an equivalent position with equivalent pay, benefits, and terms of employment unless the company has suffered a layoff during your leave and you would have been affected had you not been on leave at that time. (Exception: Certain key employees may be denied job restoration under certain circumstances--see below.) Under FMLA, an employee has no greater right to restoration or to other benefits than if the employee had been continuously employed during the leave period.

Benefits Continuation and Reinstatement: During an FMLA leave of absence, the employee may continue to participate in the group protection plans in which she/he is currently enrolled at the employee rate. Premiums will continue to be taken through payroll deduction (during a paid leave only). In the case of unpaid leave of absence, employees may pay in one lump sum (through payroll deduction prior to the leave, if desired) or on a monthly basis. If she/he elects to suspend his/her coverage in these plans during FMLA leave of absence, she/he will (upon written request to the Human

Resources department) be reinstated to all plans with full benefits without being required to prove eligibility, when she/he returns from FMLA leave. See continuation of benefits next page for more information regarding benefit entitlements.

Key Employees and Job Restoration: Under very limited circumstances, an employee who qualifies as a “key employee” may be denied restoration to employment. A key employee is an employee who is salaried, and is “among the highest paid 10% of the employees...” An employer may deny restoration to a key employee only if necessary to prevent substantial and grievous economic injury to the operations of the Company.

All leaves of absence taken, which qualify, as FMLA leave (under the provision of the New Jersey FMLA) will be counted towards and run concurrently with FMLA, leave. Please note that an employee is entitled to up to 12 weeks of FMLA leave in the rolling 12-month period. Because the total leave time is limited, an employee should coordinate his/her medical and other leave time if she/he plans to take family and medical leaves in the same 12 month period. If an employee has exhausted all of his/her allowable FMLA leave; she/he will no longer be covered under the FMLA.

Family Care Leave

Unpaid family care leaves may be granted to employees who are needed to care for a spouse, son or daughter, or parent with a serious health condition. Family care leaves will not exceed 12 weeks. At the time you request your leave to take care of an ill family member, you will be asked to provide written certification from your family member’s physician of the serious health condition of that family member. This statement includes the date the condition began, its probable duration, diagnosis of the medical condition, a statement that you are needed to care for the family member, an estimate of the time required of you, and the dates and duration of any medical treatments to be given. Certification forms will be provided by Human Resources. If you do not supply the company with the certification at the time you make the request for the leave, or within 15 calendar days of the request, your leave may be denied until that time you provide the proper certification. You may also be asked during your family care leave to have the treating physician provide re-certification of the continued necessity of your leave. When an employee’s family care situation is such that the employee is able to return to work and she/he does so within the amount of FMLA leave which she/he has taken, the employee will maintain his/her right to job protection under FMLA.

Under the provisions of the Federal Medical Leave Act and the New Jersey Family Leave Act, employees on unpaid leave will be required to utilize vacation or other accrued paid leave as part of the family leave.

However, if the employee under the above provisions qualifies for Workers Compensation of Temporary Disability Benefits, the leave becomes “paid” leave and the use of accrued vacation pay is not applicable.

New Parent Leave

An employee may be granted an unpaid leave of absence for a period not to exceed 12 weeks immediately following the birth of his/her child or placement of a child with the employee for adoption or foster care. This leave may not be taken on an intermittent basis, except when permitted by the company’s situation at the time for which the leave is requested, and only with the authorization of senior management.

This new parent leave must be taken within one year of the child’s arrival, or immediately following the medical leave (for a birth mother). If the new parent leave follows a medical leave, the maximum duration of the leave will be twelve weeks minus the number of weeks used during the medical leave. New parent leave is available only once in any twelve-month period per employee. When both the mother and father are employees of Artech, their new parent leave benefit is combined.

This benefit would not be increased due to multiple birth or adoption/placement of more than one child at a time.

Military Caregiver Leave

It is an expansion on FMLA protections for family members caring for a covered service member with a serious injury or illness incurred in the line of duty on active duty. These family members are able to take up to 26 work weeks of unpaid leave in a 12 month period.

7.5 Benefits While on Leave

To ensure uninterrupted benefits coverage while on approved military leave which provide for continuation of all or some benefits, employees are required to make the normal contribution or pay the premium for employee and dependent coverage, either

through payroll deductions, where possible, or by separate check. Except in the case of Personal Leave, where the employee may continue coverage and pay full premiums pursuant to COBRA.

7.6 Return to Work after Leave

Upon return to work, the employee is entitled in most cases to return to his or her original or a comparable position. Artech should be notified of the intent to return at least 2 weeks in advance. Employees who are on any kind of medical leave must provide a medical certificate of fitness for duty prior to returning to work.

Section 8: LEAVING ARTECH

8.1 Termination of Employment (Voluntary and Involuntary)

Absent of a written agreement to the contrary signed by Artech and the employee, either you or Artech may end your employment at any time, for any legal reason. If you voluntarily resign from your assignment with Artech you are required to submit written notice of resignation two weeks or more before your last day of work. If you have made a written commitment to Artech or an Artech client you are expected to comply with the terms of that commitment.

Upon termination, access to all Artech and client information, computing and communication systems will end, and any Artech and client property you may have, including copies of this handbook, must be returned to Artech or destroyed. Artech will sometimes schedule an exit interview at the time of employment termination or if requested.

8.2 Employment Separation

Terminations will be treated in a professional manner by all concerned. Just as an employee can terminate his or her employment with the Company at any time and for any reason, the Company can terminate an employee at any time and for any reason. This policy of “employment at will” means that the continued employment of any person is at the option of Company management and the individual employee. Artech does not

guarantee permanent employment or employment for any specific term, nor will the Company adhere to or enforce any promises of permanent or specific-term employment made to an employee by any person.

An employee may be dismissed at any time, for any reason, at the sole and absolute discretion of Company management. In the case of dismissal, Artech may, but is not required to, give notice of its intent to dismiss an employee. When a reduction in force is necessary or one or more positions are eliminated, Artech may exercise its own discretion in identifying which employees will be laid off. Where applicable, the Company will notify employees of pending layoffs in accordance with all legal requirements.

Employee benefits, if applicable, will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid (with the exception of the 401K Plan, refer to the Plan document for details). Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees are responsible for all property, materials or written information issued to them or in their possession or control. Artech property will be returned by employees on or before their last day of work. Where permitted by applicable laws, Artech may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Artech may also take all actions deemed appropriate to recover or protect this property. Employees wanting to take Company property or equipment off premises must have written authorization from their manager.

8.3 Final Paycheck

In the event an employee is no longer with the company, whether it be voluntary or involuntary, your final paycheck will be paid on the next scheduled pay date following your last day of work (or earlier if state mandates are applicable). The final paycheck will be paid in the same method of payment as the employee has been receiving previously, either mailed or direct deposit.

8.4 Return of Company Property

Arrangements to return all Company property must be made on or before your exit or termination interview or returned to your immediate supervisor on or before your last day of employment. The following list is not all-inclusive but instead provides some of the more common examples of Company property that must be returned when leaving an Artech assignment

- Computer hardware (e.g., PCs, Laptops, Printers)
- Computer software
- Cellular telephones and blackberries (or similar devices)
- Pagers
- Keys
- Security Cards
- Company-issued credit cards
- Long distance calling cards
- Cameras, video equipment, video tapes
- Company ID
- Any peripherals or materials used within the scope of your job

8.5 Employment References

Employment verification and employment references are solely the responsibility of the Human Resources department. Employment Verification requests are emailed to employmentverification@artech.com. Employment verification is completed accordingly and returned via email to requestors within 3-5 business days from the date received.

Artech will only release information pertaining to employees' dates of employment, salary (pay rate), and the position(s) held.

Section 9: COMPUTER, EMAIL, INTERNET and SOLICITATIONS

9.1 Company Provided Property

We have invested a great deal of money in the property and equipment that you use to perform your job. We ask all employees to take care of Company property and to report any problems to the Human Resources Department. If a piece of equipment or property is unsafe for use, please report it immediately.

Please use property only in the manner intended and as instructed.

We do not allow personal use of Company property unless specifically authorized in this Handbook. Failure to use Company property appropriately and failure to report problems or unsafe conditions may result in disciplinary action, up to and including termination.

Artech's Contractor Laptop Policy

I. Purpose

This document describes the policies and procedures that must be followed by all Employees who use an Artech issued Laptop (including but not limited to all accessories and peripherals).

II. General Guidelines

- All Laptops acquired for or on behalf of Artech is Artech's property.
- Each employee is responsible for the security of the laptop issued to them, and also for the information stored on it, regardless of whether the laptop is used in the office, residence or at any other location such as hotel, conference room, car, or airport.

III. Limited Access & No Personal or Commercial Use

- The laptop is only for use in performance of work. Do not share the laptop with anyone including other employees (in exception to the IT support team), family, or friends.
- The laptop may only be used for activities falling within the scope of employment with Artech. Personal or Commercial use of the laptop, equipment, and accessories is prohibited.

IV. Physical security

A. While in the Office

- When away from your desk, leave your laptop in locked / "log in required" protection status.
- Laptops should be taken home at night or secured out of sight in a locked drawer, cabinet, or compartment of your desk.

B. While Traveling

- Keep your laptop close to you and in sight while travelling. Otherwise, keep it locked away securely. It only takes a moment for a thief to walk away with your laptop.
- You should not leave your laptop in the car seat of a parked car or in an unattended vehicle.
 - If you must leave your laptop in an unattended vehicle for a short period of time, always lock your laptop in the trunk of the car. In such instances, ensure your laptop is placed in the trunk of the car at the beginning of your drive instead of at the end. A visible laptop is a target. This should apply to your daily commute as well.
 - Never leave your laptop unattended in hotel rooms.
 - If you leave your room for any period of time, secure your laptop in the room safe. If a room safe is too small or unavailable, lock your laptop in your travel luggage.
 - Always carry your laptop with you; only place your laptop in checked baggage, if specifically required by the airline or airport security.

V. Software & Data security

- Power off your laptop whenever it is not in use. Do not carry the laptop in suspend or hibernation mode
- Employees should NOT attempt to install any software or hardware or alter the system configuration including network settings without the express approval from the IT Department.
- At the IT Department's request, Employees will be required to provide access, to their laptops for inspections and services including but not limited to security-related updates and repairs.
- It is the Employees' responsibility to ensure that their laptop is updated with any patches, firewalls or software that the IT Department pushes out to all the employees.
- During any inspection or update, IT Department may make modifications, changes, or deletions to the Laptop.
- Any work related information should be saved and stored only in the company network drives and never on the desktop or the local drives. Only data stored on the network drives are backed up and any data on the desktop or local drives may not be backed up and can be lost. Further any data on desktop or local drives is subject to theft in case of loss of laptop.

- Employees may NOT use Cloud services unless prior written approval is procured from their client managers or and forwarded to the Artech managers.
- Do NOT copy any work data on USB / CD or any other mobile devices. Employees will be responsible for loss of any data on their mobile devices.
- Any non-work related data or personal information should not be maintained on the laptop.

VI. Damage, Loss / Theft

Employees are responsible for taking reasonable care of assigned laptops to ensure they are not damaged, lost, or stolen.

A. Damage:

- Do not place drinks or food in close proximity to your laptop.
- Avoid subjecting laptops to extreme temperature changes. It can cause considerable damage to the laptops.
- Employees will not be held responsible for repair resulting from regular work-related use; however, damage resulting from user abuse or neglect may be the responsibility of the Employee.

B. Loss / Theft:

- Report any incident involving stolen, lost or vandalized laptops immediately to your designated TMS.
- In the event an employee fails to notify Artech immediately about the loss or theft, then the employee can face disciplinary action and may be held financially responsible to replace the equipment.
- Repeated loss of equipment may also lead to disciplinary action and financial responsibility to replace the equipment

VII. Equipment Return

- Laptops must be returned to Artech IT Department or to Client manager when requested or when employment ends. Employees are required to provide their designated TMS with a tracking id number when returning a laptop.
- Employees considering going on either an 'administrative leave' or a 'sabbatical' must procure written approval, from their immediate Client manager and from an Artech Service Delivery representative, to retain possession of the Artech issued laptop for the duration of the leave.

Copy of the written approval should be provided to your designated TMS prior to availing the leave.

- No laptop will be upgraded or replaced unless the original equipment is returned.

VIII. Violation

Non-compliance with any of the policies or procedures regarding Employee Laptops issued by Artech will result in appropriate disciplinary action and/or reimbursement of any and all costs to the Artech

Please follow the client's laptop/equipment guidelines if the Employee has been issued a laptop/ equipment by the client.

9.2 System Passwords

If, In order to access certain Artech systems you will be provided with User IDs and passwords. Your password should be known only to you and you are not allowed to share your password with anyone. You will be responsible for all data access or loss that takes place utilizing your password. In exceptional cases, particularly if you work remotely, where the IT team takes your password, you must change your password right afterwards and the IT team will work with if needed to help you change the password.

9.3 Solicitations & Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time on Artech or its Client's premises at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on the Artech or its Client premises at any time.

Nothing in this policy is intended to or will be applied in a manner that limits or interferes with employees' rights to engage in protected concerted activity as permitted by Section 7 of the National Labor Relations Act.

9.4 Online Media and Social Networking Policy

The Internet is a media source for tens of millions of users. The potential for visibility is extensive as is the potential for negative publicity and liability. Use of online media has become so prevalent in the business world that cyberspace is now legally considered an extension of the workplace. Any action in cyberspace, regardless of when or where the physical action takes place, may reflect the workplace; hence, the same code of conduct that applies to the workplace applies to cyberspace, inclusive of the specific rules and regulations detailed in this policy. A few things to remember about online media:

1. Online media includes not only social networking sites, blogs, microblogs, podcasts, photo and video sharing sites, wikis, and forums but also emails, texting, instant messaging (IM), bulletin boards, etc.
2. All on-line activities are track-able and traceable!
3. Posts may remain on a site indefinitely! Therefore, the post can be disseminated and viewed for years to come.

Artech presents its policy for social networking and other on-line activities. The goal is always to reflect Artech and its Employees in the most positive light.

I. INTRODUCTION

Social media tools are a powerful form of communication that can have a significant impact on organizational, professional, and individual reputations. Forms of social media include but are not limited to Facebook, Twitter, Instagram, LinkedIn, Tumblr, YouTube, Google+, and Snapchat, as well as personal websites and weblogs (blogs). Artech and its subsidiaries must exercise care when participating in social media, as the lines between personal and professional content, lawful and unlawful, and between public and private content, are often blurred. Whether participating on behalf of Artech or personally, Employees should follow the same standards of behavior "online" as they would if in "person." Remember that the Internet is not anonymous, and it does not forget. The purpose of this policy is to encourage clear and consistent

communications with our customers and the media, and to protect the trade secrets and intellectual property rights of Artech and its subsidiaries, to promote compliance with state and federal laws, including Federal Trade Regulations and National Labor Relations Board guidance. Employees are also advised that Artech maintains workplace policies prohibiting sexual harassment and other misconduct which equally apply to social media activities.

II. GUIDELINES

Violations of the Policy may result in corrective action, up to and including termination of employment

A. Take Responsibility and Be Transparent

1. You are responsible for anything you write or do online.
2. Use good judgment when you post, and think about the consequences of what you are posting. Assume your writings will spread.

B. The Artech Policies Extend to Social Media Activities

1. Ensure that your communications or postings do not violate any of the policies set forth in Artech's Policies & Procedures handbook or otherwise, including but not limited to Artech's and its subsidiaries Diversity, Equal Employment Opportunity, Non-Harassment Policies, and Code of Conduct policies.
2. Do not express, communicate, or link to comments that are vulgar, obscene, threatening, pornographic, harassing, or which are a violation of the employer's workplace policies against discrimination, hostility, or harassment on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic.
3. Managers and supervisors should avoid social media relationships with non-managerial Employees, except in cases where the relationship is limited to business-related networking or there is a legitimate business purpose.

4. The Human Resources Department is responsible for providing references to Employees, in accordance with Artech's policy as well as to comply with federal and state employment laws. Managers and supervisors should not provide references for current or former Employees via social networking sites (i.e., LinkedIn).

C. Testimonials and Endorsements

1. Artech has a marketing department that is responsible for marketing Artech's goods and services. Furthermore, the Federal Trade Commission has established detailed regulations (16 CFR Part 255.5) concerning information that must and must not be disclosed in testimonials and endorsements (of products or companies), including those made via social media. Because of the regulation of this area by the FTC, Artech prohibits any social media posts concerning Artech's or its products that are not in compliance with the FTC's mandate. Accordingly, testimonials or endorsements about Artech or its products should be avoided. In the event that a Contractor uses social media for any testimonials or endorsements of Artech or its products, the Employee must clearly and conspicuously disclose his or her relationship to Artech to members and readers of the social media post.

D. Protect the Trade Secrets, Intellectual Property Rights, and Privacy Rights of ARTECH, Its Contractors, and Its Customers

1. Artech's livelihood depends on its trade secrets and intellectual property rights remaining protected. Employees are prohibited from posting any information on social media that would reveal trade secrets, confidential strategic business initiatives (e.g., a new secret product line, acquisition, or "secret sauce"), or compromise Artech's intellectual property rights in any way.
2. Similarly, and in accordance with state and federal law, Employees are prohibited from posting confidential personal information about clients or Employees (which is defined as another Employee's social security number, protected health information, credit card numbers, drivers' license numbers, mother's maiden name, complete date of birth, minor children's names).

3. Employees also may not use any client or vendor trademarks or logos for commercial use without the client or vendor's express permission. Artech expects all Employees to abide by all Copyright laws.
4. Social media is not for everyone, and many Employees opt not to socialize with their co-workers, via social media or otherwise. To this end, Employees are not required to connect with any co-worker or to "friend" them on social media sites. Employees are prohibited from threatening other Employees to coerce them into engaging in social media activities.

E. Be Wary

1. People who communicate with you online may not be who they claim to be. They could be competitors, media, regulators, or others seeking "insider information" about Artech.
2. Everything written online can be traced back to its author. Additionally, information is often repeated and linked to other sources, so you never know when an incidental comment can go viral. Further, there are countless viruses and spyware on the internet with clever methods for infecting computers. Be careful, and report any unusual behavior by Artech computers.

III. OBLIGATION TO REPORT VIOLATIONS OF THIS POLICY

If an employee becomes aware of a violation of this policy, please report it to an appropriate supervisor and/or your designated TMS. If an Employee feels he or she is being harassed, discriminated against, or retaliated against for reporting a violation of this policy, he or she should immediately report this to his or her designated TMS.

IV. NO EXPECTATION OF PRIVACY

Employees are reminded that they should have no expectation of privacy when using the Internet, which includes social networking sites during working time or when using Artech's equipment.

V. CRIMINAL AND CIVIL LIABILITY

There are times when postings by Employees may create potential criminal or civil liability for Artech. If Artech determines that to be the case, it reserves the right to demand the posting be removed.

VI. NON-INTERFERENCE WITH APPLICABLE LAWS

This policy is not intended to restrict or interfere with any Employee's federal or state labor law rights, including all rights under the National Labor Relations Act, or any whistleblower protections under federal or state law.

VII. QUESTIONS ABOUT THIS POLICY

Please contact your designated TMS if you have any questions about this Policy.

9.5 Artech's Policy against Human Trafficking

I. Purpose

Artech is committed to a work environment free from human trafficking, forced labor, and unlawful child labor ("human trafficking and slavery"). We strongly believe that we are responsible for promoting ethical and lawful employment practices. Artech will not tolerate or condone any form or practice that constitutes human trafficking or slavery in any part of our global organization. These practices are also required to be followed by our direct key suppliers / Vendors ("Suppliers") worldwide. This policy also complies with the California transparency in Supply Chains Act as well as Federal Acquisitions Regulations ("FAR") for strengthening Protections against Trafficking in Persons in Federal Contracts, and Title XVII of the National Defense Authorization Act of 2013, entitled "Ending Trafficking in Government Contracting."

II. Scope

This policy covers all Employees of Artech and all of its direct Suppliers. In the event anything in this policy may conflict with local law, local law will control the interpretation and application of this policy.

III. Definitions

Human Trafficking: the recruitment, transportation, transfer, harboring, or receipt of persons, by means of threats or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

Forced Labor: all work or service not voluntarily performed, that is obtained from an individual under the threat of force or penalty.

Harmful Child Labor: consists of the employment of children that is economically exploitative, or is likely to be hazardous to, or interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

IV. Rationale

AIS will not tolerate the use of unlawful child labor or forced labor and will not accept products or services from Suppliers that employ or utilize child labor or forced labor in any manner. Human Trafficking and Slavery are crimes under state, federal and international law. These crimes exist in countries throughout the world. This policy is to define how AIS will make efforts to eradicate human trafficking and slavery from not only within its organization but also from our supply chains.

V. Requirements

Artech expects its Suppliers to conduct business with honesty, integrity, and to adhere to the following standards:

1. Will not use forced or compulsory labor, i.e., any work or service that a worker performs involuntarily, under threat of penalty;
2. Will not use any third party recruitment companies or agencies that charge recruitment fees to perspective Employees or otherwise act contrary to this policy or applicable law.
3. Will ensure that the overall terms of employment are voluntary;
4. Will comply with the minimum age requirements prescribed by applicable laws unless a specific contract contains stricter age requirements;
5. Will compensate its workers with wages and benefits that meet or exceed the legally required minimum and will comply with overtime pay requirements;
6. Will abide by applicable law concerning the maximum hours of daily labor.
7. Will provide a safe and healthy working environment, including for any company-provided living quarters.
8. Will respect Employees right to freedom of association, consistent with local laws;
9. Will encourage diverse workplace and provide a workplace free from discrimination, harassment, and/or any other form of abuse;
10. Will agree to provide return transportation to any worker who is displaced or relocated from his/her origin country as part of employment.

VI. Certification

By their acceptance of any purchase order, the Suppliers thereby acknowledge and certify their compliance with the principles and requirements of the newest version of the policy.

VII. Audits

Suppliers must be able to demonstrate compliance with this Policy at the request and satisfaction of AIS. AIS may perform periodic random audits regarding this Policy to assure compliance. Suppliers shall identify and comply with application laws, regulations, standards, and relevant customers.

VIII. Violation Reporting

Any Employee or Supplier who has knowledge or information regarding a possible violation is encouraged to report the violation to the AIS Human Resources department

IX. Consequences

Suppliers who engage in human trafficking and slavery will have their supply agreements terminated

Any Employee of AIS who violates this policy or related applicable laws is subject to disciplinary action up to and including termination.

Section 10: Closing

10.1 Additional Policies

Artech Information Systems complies with all applicable local, state, and federal employment laws. Please contact your designated TMS if you need further information. Employees violating any terms of the abovementioned policies or the Client policies may be subject to disciplinary action up to, and including termination of employment and/or pursuit of criminal prosecution or civil remedies.

10.2 A Final Note

We want to provide you with the opportunities you need to further your personal and professional goals. If questions arise, or if you need more information or guidance, please feel free to visit <http://www.artech.com/> or contact your designated TMS. Artech reserves the right to interpret, modify, or discontinue policies or perks at any time without prior notice. It is your responsibility to become familiar with the contents of this

handbook and the Client's policies, as well as to ensure that you are referencing the most current versions. We are here to assist you, should you have any questions or concerns throughout your assignment.

Thank you for choosing Artech and we wish you the best of luck on your assignment!

Section 11: State Appendices

ARTECH INFORMATIONS, LLC New York Appendix to Employee Handbook

These policies are intended to serve as a specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with Artech is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of Artech that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

Reasonable Accommodations to Employees for Pregnancy or a Pregnancy-Related Condition

It is Artech policy to make reasonable accommodations for pregnancy and pregnancy-related conditions (including medical conditions that are caused by or related to pregnancy or childbirth) when possible and to provide a period of leave after the birth of the employee's child. No employee will be subjected to retaliation for requesting or obtaining an accommodation under this policy.

A pregnant employee may continue to work until she is certified as unable to work by her physician.

Nursing Mothers in the Workplace

Artech will provide a reasonable amount of unpaid break time, or permit an employee to use paid break or meal time, each day to accommodate an employee desiring to express breast milk for the employee's nursing child up to 3 years following the child's birth. Artech will make reasonable efforts to provide a room or other location in close proximity to the employee's work area for the employee to express milk in private. If the employee is in need of such an accommodation, the employee should contact management as soon as possible, preferably prior to return to work following the child's birth, so that any necessary arrangements can be made. Discrimination of any kind against an employee who chooses to express breast milk in the workplace is prohibited.

Leave for Blood Donation

An employee who works an average of twenty (20) or more hours per week may receive three (3) hours of unpaid leave each calendar year for the purpose of donating blood off of the employer's premises.

The employee must give at least three (3) working days prior notice of the intended use of leave time for blood donations, unless notified by Artech of blood donation alternatives. Further, any employee who receives blood donation leave under this policy must submit proof of their blood donation to their human resources manager.

Retaliatory employment actions directed against an employee for requesting or obtaining leave pursuant to this policy are prohibited.

Leave for Bone Marrow Donation

An employee who works an average of twenty (20) or more hours per week is eligible for an unpaid leave of absence to undergo a medical procedure to donate bone marrow or to determine if the employee is a proper donor. The combined length of leave is to be determined by the employee's physician but cannot exceed twenty-four (24) work hours unless otherwise agreed to by Artech. The employee must submit verification by a physician for the purpose and length of each leave requested to donate bone marrow. Retaliatory employment actions directed against an employee for requesting or obtaining leave pursuant to this policy are prohibited.

Confidential Information

Artech is required to keep all personal identifying information of all employees confidential. Personal identifying information includes Social Security numbers, addresses, telephone numbers, personal e-mail addresses, internet identification names or passwords, parent's surname prior to marriage, or drivers' license numbers. Specifically, employees must not:

- Publicly post or display an employee's Social Security number;
- Visibly print a Social Security number on any identification badge or card;

- Place a Social Security number in files with unrestricted access; or
- Communicate an employee's personal identifying information to the public.

Employees must immediately report to Human Resources any violation of this policy. If a violation of this policy occurs, Artech will notify the affected employees in compliance with the applicable laws.

ARTECH INFORMATIONS, LLC

New Jersey Appendix to Employee Handbook

These policies are intended to serve as a state-specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with Artech is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of the Company that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

I. FAMILY AND MEDICAL LEAVE POLICY

You may be eligible to take family and/or medical leave under the federal Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act (NJFLA). The purpose of this Policy is to summarize your rights and obligations under these laws.

You also may be eligible for New Jersey Temporary Disability Insurance (TDI) benefits while absent on a medical leave and New Jersey Family Leave Insurance (FLI) benefits while absent on a family leave. If eligible, these benefits are paid to you by the State of New Jersey and are intended to compensate you for wage loss that occurs while on leave. This Policy will summarize your rights to such benefits.

This Policy is only a summary of your rights. Many of the terms used in this policy have specific definitions under the applicable federal and state laws. Whether you are eligible

for family and/or medical leave and/or benefits will be determined on an individual basis in accordance with all applicable laws. If there are any differences between the applicable laws and the summary below, the applicable laws will govern. If you have any questions about your family and/or medical leave rights, please contact the Human Resources Department.

A. FMLA LEAVE ENTITLEMENT

To be eligible for FMLA leave, an employee must: (1) have been employed by the Company for at least 12 months, (2) have worked at least 1,250 hours in the 12 months preceding the date the leave is requested to begin, **and** (3) work at a location where there are at least 50 total employees in a 75 mile radius.

1. Medical Leave Entitlement

An eligible employee is entitled to up to 12 weeks of unpaid leave during a 12 month period due to his/her own serious health condition.

A “serious health condition” is generally defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care (*i.e.*, an overnight stay) in a medical facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of his/her job. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

2. Family Leave Entitlements

An eligible employee is entitled to up to 12 weeks of unpaid leave during a 12 month period for the following reasons:

1. The birth of a child, and to care for the child;
2. The placement of a child with the employee for adoption or foster care, and to care for the child; or
3. To care for a family member with a serious health condition.

Leave taken due to the birth of a child or the placement of a child for adoption or foster care must be completed within 12 months from the date of birth or placement.

A “family member” is defined as an employee’s spouse (including a spouse in a lawful same sex marriage), child, or parent. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

A “serious health condition” is generally defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care (*i.e.*, an overnight stay) in a medical facility or continuing treatment by a health care provider for a condition that prevents the family member from participating in school or other daily activities. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

3. Military Family Leave Entitlements

a. Active Duty Leave

An eligible employee is entitled to up to 12 weeks of unpaid leave during a 12 month period because of any qualifying exigency arising out of the fact that an employee’s spouse (including a spouse in a lawful same sex marriage), son/daughter (of any age) or parent, who is serving in any branch of the Military (including the National Guard or Reserves) has been called, or notified of an impending call or order, to active duty in a foreign country.

A “qualifying exigency” may include but is not limited to: addressing any issues that arise from a short notice deployment; attending certain military events; arranging for alternative childcare; making financial and legal arrangements; spending time with a service member on short term rest leave; and attending certain post-deployment activities. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

b. Military Caregiver Leave

An eligible employee may take up to 26 weeks of unpaid leave during a single 12 month period to care for a spouse (including a spouse in a lawful same sex marriage), son/daughter (of any age), parent or next of kin who is:

(1) a current Member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, with a serious

injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty). (A covered service Member incurs a serious illness or injury for purposes of this paragraph when he or she is medically unfit to perform the duties of or her office, grade, rank or rating); or

(2) a covered veteran who was a Member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation or therapy, with a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty). (A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs: (a) The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating (b) It causes the service member to have a VA Service Disability Rating is at 50% or greater (c) It is a mental or physical condition substantially impairs their ability to obtain gainful employment or (d) The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.)

Military Caregiver Leave entitlements apply on a per-covered service Member, per-injury basis.

4. Calculating Annual FMLA Leave Entitlements

Eligible employees are generally entitled to a total of 12 weeks of all types of FMLA family and medical leave combined during a 12 month period. This 12 month period is generally a rolling 12 month period measured backward from the date the employee uses any leave. In other words, the amount of leave available to an eligible employee at any time is determined and limited by the amount of leave the employee has already taken in the preceding 12 month period.

An exception to these general rules applies with respect to Military Caregiver Leave. An eligible employee is entitled to 26 weeks (not 12 weeks) of Military Caregiver Leave in single 12 month period. A “single 12 month period” for purposes of Military Caregiver Leave begins on the first day an employee takes Military Caregiver Leave and ends 12 months after that date.

Once commenced, if an employee does not use all of his/her 26 weeks of Military Caregiver Leave in this single 12 month period, the remaining balance of his/her Military Caregiver Leave is forfeited.

An employee is entitled to a combined total of 26 weeks of all types of FMLA covered leave, including Military Caregiver Leave, during a single 12 month period. Any other

FMLA qualifying leave taken during this single 12 month period will reduce the employee's 26 weeks of Military Caregiver Leave.

If you have any questions about the total amount of leave for which you are eligible in a given situation, please contact the Human Resources Department.

B. NJFLA Leave Entitlement

To be eligible for NJFLA leave, an employee must: (1) have been employed in New Jersey for at least 12 months, (2) have worked at least 1000 hours in the 12 months preceding the date the leave is requested to begin, **and** (3) work for an employer with at least 50 employees.

An eligible employee is generally entitled to 12 workweeks of unpaid leave in a 24-month period (a rolling 24 month period measured backward from the date the leave is requested to begin) for the following reasons:

- 1) To care for a family member with a serious health condition; or
- 2) To care for a newborn or newly adopted child.

NJFLA leave taken to care for a newborn or newly adopted child must be commenced (not completed) within 12 months of the birth or adoption.

A "family member" means a child, parent, parent in law, spouse, or partner in a civil union. (This is an abbreviated definition only. Please contact the Human Resources Department for a complete definition.)

C. Coordinating FMLA and NJFLA Leave Entitlements

When an employee takes a type of leave that is available **only** under the FMLA (for example, leave due to an employee's own serious health condition), the leave will only reduce the employee's leave entitlements under the FMLA, and will not reduce the employee's leave entitlements under the NJFLA. Thus, for example, if an employee takes 12 weeks of leave due to his/her own serious health condition (a type of leave available only under the FMLA), the employee will still be entitled to 12 weeks of leave for purposes allowed under the NJFLA during the same 12 month period.

When an employee takes a type of leave that is available **only** under the NJFLA (for example, leave to care for a civil union partner or a parent in law with a serious health

condition), the leave will only reduce the employee's leave entitlements under the NJFLA, and will not reduce the employee's leave entitlements under the FMLA. Thus, for example, if an employee takes 12 weeks of leave to care for a civil union partner (a type of leave available only under the NJFLA), the employee will still be entitled to 12 weeks of leave for purposes allowed under the FMLA during the same 12 month period.

When an employee takes a type of leave that is available under **both** the FMLA and the NJFLA (for example, leave following the birth of a child or leave to care for a spouse with a serious health condition) the leave will run concurrently, meaning the leave taken will reduce the employee's leave entitlement under both laws simultaneously. Thus, for example, if an employee takes 12 weeks of leave to care for a spouse with a serious health condition (a type of leave available under both the FMLA and the NJFLA), the employee will have no additional leave rights during the same 12 month period.

D. Intermittent/Reduced Schedule Leave

Family and medical leave may be taken on a continuous basis and, under certain circumstances, on an intermittent or reduced work schedule basis.

An employee is entitled to take leave due to his/her own serious health condition, a family member's serious health condition, or Military Caregiver Leave on an intermittent or reduced work schedule basis when certified as medically necessary by a health care provider. When leave is for the planned medical treatment of a serious health condition, the employee and the Company shall attempt to work out a schedule for such leave that meets the employee's needs and the Company's needs without unduly disrupting the operations of the Company, subject to approval of the health care provider.

An employee is entitled to take leave in connection with the birth or placement of a child through adoption or foster care on an intermittent or reduced work schedule basis only with the approval of the Company. Requests for intermittent/reduced work schedule leave in such cases will be considered at the discretion of the Company based on the Company's needs in the department or job which would be affected by such a request.

An employee is entitled to take Active Duty leave on an intermittent or reduced work schedule basis when necessary.

E. Requesting and Scheduling Leave

If the need for leave is foreseeable – based upon an expected birth, placement for adoption or foster care, planned medical treatment for an employee's or family member's serious health condition, Military Caregiver Leave or Active Duty Leave – an

employee must give notice at least 30 days before the leave is to begin. If 30 days' notice is not practicable, for example due to a lack of knowledge of approximately when the leave will be required to begin or a change in circumstances, an employee must give notice as soon as possible and practical under the circumstances.

If the need for leave is unforeseeable, such as in the case of a medical emergency, an employee must give notice as soon as possible and practical under the circumstances.

Employees requesting family or medical leave must complete a written Leave Request form, which is available from the Human Resources Department. If circumstances prevent the employee from providing written notice initially, for example when the need for leave is unforeseeable due to a medical emergency, employees must provide verbal notice as soon as possible and practical, to be followed by written notice.

Even in the absence of a request for family or medical leave, the Company will designate leave taken for reasons that qualify as family or medical leave (including workers' compensation leave) as approved FMLA and/or NJFLA leave and charge the leave taken against the employee's leave entitlement.

An employee requesting a leave for planned medical treatment for a serious health condition of the employee or a family member, or planned medical treatment for a serious injury or illness of a covered service member, must consult with the Company and make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Company, subject to approval of the health care provider. (See also Intermittent/Reduced Schedule Leave Section).

F. Required Certifications

Requests for family and medical leave must be supported by an appropriate Certification, as follows:

- A request for leave due to the employee's own serious health condition or a family member's serious health condition must be supported by the Certification of Health Care Provider form.
- A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form, as well as any necessary supporting documentation.
- A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form, as well as appropriate documentation, including the covered military member's active duty orders.

At the time an employee requests family or medical leave, he/she will be requested to submit the appropriate Certification (in some cases the Company's Certification request may be made after the employee's leave request is made, such as in the case of unforeseen leave). Blank Certification forms are available from the Human Resources Department.

An employee must return the required Certification to the Human Resources Department within 15 days after the employee requests leave, unless it is not practicable under the circumstances to do so. In such cases, the employee must return the completed Certification as soon as possible and practical. If an employee fails to provide timely Certification after being requested to do so, the employee's leave request may be denied until the Certification is provided.

If the Certification submitted by the employee is incomplete or insufficient, the employee will be given written notification of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information, unless it is not practicable under the circumstances to do so. If an employee fails to cure the deficiencies after being requested to do so, the employee's leave request may be denied.

In cases where the Company does not agree with the assessment of the employee's or employee's family member's health care provider, the Company may require a second opinion at the Company's expense by another health care provider. In the case of a conflict between the first two opinions, the Company may require, and must pay for, a third opinion by a health care provider jointly designated by the Company and the employee. The third opinion will be binding.

G. Requests for Recertification

Employees absent on leave due to their own serious health condition may be required to submit a Recertification of their medical condition every 30 days, except as follows:

- The Company may request Recertification in less than 30 days if the employee requests an extension of leave, or the circumstances described in the original Certification have changed significantly, or the Company receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the Certification.
- The Company may not request Recertification every 30 days if the employee's original Certification indicates that the minimum duration of the employee's leave is more than 30 days. In such cases the employee may be required to submit a

Recertification after the specified minimum duration. Regardless of the specified minimum duration, however, an employee may be required to submit a Recertification of medical condition every six months.

Whenever the Company does request a Recertification, the employee must submit the Recertification to the Human Resources Department within 15 days after the Company's request, unless it is not practicable under the circumstances to do so. If an employee fails to provide timely Recertification after being requested to do so, the Company may deny continuation of leave until the Recertification is provided.

The Company may also require an employee on leave to report periodically on his/her status and intent to return to work.

Employees absent on leave due to their own serious health condition will be required to submit a Certification at the conclusion of their leave verifying their fitness for duty. If an employee fails to provide a fitness for duty Certification after being requested to do so, the Company may deny restoration until the Certification is provided.

H. Job Restoration

An employee is entitled upon the conclusion of his/her leave to be reinstated to his/her previous position of employment, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. There are certain exceptions to this requirement, including in the case of layoffs that occur during leave affecting the employee's position and in the case of "key employees."

Employees must notify the Company of their intention to return to work at least two weeks prior their return to work date. An employee who desires to return to work earlier than scheduled must give the Company at least two (2) days prior notice of his/her intent.

I. Substitution of Paid Leave

Family and medical leave is generally unpaid time off. However, employees are required to use all accrued paid vacation, personal, and sick leave while absent on an approved family or medical leave. After exhaustion of all accrued paid leave, the leave will be unpaid.

The Company's requirement that employees use all accrued paid leave while absent on a family or medical leave is modified if an employee applies and qualifies for Family Leave Insurance (FLI) benefits from the State. (See FLI Benefits Section).

J. Benefits During Leave

The Company will continue an employee's group health care coverage during the period of an approved family or medical leave on the same terms and conditions as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. During any period of time that an employee is substituting accrued paid leave, the employee's contributions will be made through normal payroll deductions.

If an employee fails to return after the leave, the Company may recover its share of the health insurance premiums from the employee, except if the basis for the failure to return is beyond the employee's control. This would include a continuation of the employee's or family member's serious health condition beyond the expiration of the leave. The recovery process will be considered on an individual basis and will be up to the discretion of the Company.

K. FLI Benefits

A New Jersey employee who takes leave to care for a newborn child, a newly adopted child, or a family member with a serious health condition may be eligible for Family Leave Insurance (FLI) benefits from the State. FLI benefits are intended to compensate employees for wage loss suffered while taking these types of family leave. Employees who apply and qualify for FLI benefits are eligible to receive 2/3 of their average weekly wage (to a maximum set by the State) for a maximum of 6 weeks per 12-month period.

The following additional eligibility terms apply to FLI benefits:

- Employees may receive FLI benefits for leave taken on a continuous basis or, in the case of leave to care for a family member with a serious health condition only, for leave taken on an intermittent basis when certified as medically necessary.
- FLI benefits are payable for up to 6 weeks during a 12-month period when leave is taken on a continuous basis or in intermittent weekly increments. FLI benefits are payable for up to 42 days during a 12-month period when leave is taken in intermittent daily increments.
- Employees must give the Company at least 30 days' notice prior to commencing leave to care for a newborn child or a newly adopted child, unless the commencement time of the leave is unforeseeable.
- Employees must give the Company notice in a reasonable and practicable manner prior to commencing leave to care for a family

member with a serious health condition, unless an unforeseen emergency precludes prior notice. Employees intending to take such leave on an intermittent basis must give the Company at least 15 days prior notice, unless an unforeseen emergency precludes prior notice.

- Employees apply for FLI benefits from the State by submitting a claim form to the State, which are available from the Human Resources Department.
- Eligibility for FLI benefits is determined by the State, not the Company.

The FLI law does not create leave rights for employees. Leave rights for employees are created under the NJFLA, as described previously in this Addendum. The FLI is only a wage replacement law, which provides for payments from the State when an employee takes leave to care for a newborn child, a newly adopted child, or a family member with a serious health condition.

The Company's requirement that employees use all accrued paid leave while absent on a family or medical leave is modified if an employee applies and qualifies for FLI benefits, as follows:

- The employee will be **required** to use two (2) weeks of his/her accrued paid leave in lieu of the first two weeks of FLI benefits. This will reduce the employee's FLI benefit entitlement from 6 weeks to 4 weeks.
- The employee may **elect** to use additional weeks of accrued paid leave in lieu of additional weeks of FLI benefits. The amount of accrued paid leave used will reduce by an equal amount the FLI benefits available to the employee.
- If an employee's leave continues after the employee has exhausted his/her FLI benefits, the employee will be **required** to use all accrued paid leave available to him/her. After exhaustion of all accrued paid leave, the leave will be unpaid.

Employees who take leave to care for a newborn child, a newly adopted child, or a family member with a serious health condition under the NJFLA are permitted to, but not required to apply for FLI benefits from the State. If an employee elects not to apply for FLI benefits when taking leave to care for a newborn child, a newly adopted child, or a family member with a serious health condition, the Company's normal rules regarding the substitution of paid leave will apply.

An employee may be eligible for FLI benefits from the State even if he/she is not eligible for family leave under the NJFLA. The Company may require certification from a health care provider supporting the need for FLI.

A separate notice describing employees' rights to FLI benefits is available from the Human Resources Department.

L. TDI Benefits

A New Jersey employee who takes leave because of his/her own serious health condition may be eligible for Temporary Disability Insurance (TDI) benefits from the State. TDI benefits are intended to compensate employees for wage loss suffered as a result of a non work related illness or injury. Employees who apply and qualify for TDI benefits are eligible to receive 2/3 of their average weekly wage (to a maximum set by the State) for a maximum of 26 weeks. TDI claim forms are available from the Human Resources Department

II. Domestic Violence/Sexual Assault Victim Leave Policy

Under the New Jersey Security and Financial Empowerment Act (SAFE Act), an eligible employee who (1) is a victim of an incident of domestic violence or sexual assault or (2) whose child, parent, spouse, domestic partner or civil union partner (hereinafter "Relative") is a victim of such an incident, is entitled to unpaid leave for various medical and legal purposes, as explained below. This policy is only a summary of employees' rights under the SAFE Act. If there are any differences between the Act and the summary below, the Act will govern.

A. Eligibility for Leave

To be eligible for leave, an employee (1) must have been employed by the company for at least 12 months, (2) must have worked at least 1,000 hours during the 12-month period immediately preceding the leave and (3) work for an employer with at least 25 employees.

B. Reasons for Leave

An eligible employee may take leave for purposes of:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's Relative;
- Obtaining services from a victim services organization for the employee or the employee's Relative;
- Obtaining psychological or other counseling for the employee or the employee's Relative;

- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's Relative from future domestic or sexual violence or to ensure economic security;
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's Relative, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's Relative was a victim.

C. Amount of Leave

Under the SAFE Act, an eligible employee is entitled to 20 days of unpaid leave during the 12-month period following an incident of domestic violence or sexual assault for any of the reasons stated above. An eligible employee is also entitled to 20 days of unpaid leave for any subsequent incidents of domestic violence or sexual assault, but no more than 20 days of leave may be taken during any 12-month period.

Leave may be taken intermittently in intervals of no less than a day.

D. Substitution of Paid Leave/Coordination with Other Leave Laws

Employees who take leave under this policy will first be required to use all available accrued paid leave (vacation leave, personal leave, or sick leave). Once an Employee has exhausted his/her accrued paid leave, the balance of the leave will be unpaid. Both paid and unpaid leave shall count simultaneously against the employee's 20-day leave entitlement.

If an employee requests leave for a reason that is covered by both the SAFE Act and the New Jersey Family Leave Act, the leave will count simultaneously against the employee's entitlement under each respective law.

An employee who requests leave for a reason that is covered by both the SAFE Act and the New Jersey Family Leave Act may be eligible for Family Leave Insurance benefits from the State. See the NJFLA Policy for more details.

E. Requesting and Scheduling Leave

If the need for leave under this policy is foreseeable, an employee must provide the Company with advance written notice of the need for leave. The notice must be provided to Human Resources as far in advance as is reasonable and practical under the circumstances.

F. Required Documentation

An employee must submit documentation in support of his/her leave request. Any one of the following forms of documentation will be deemed sufficient:

- A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- Medical documentation of the domestic violence or sexually violent offense;
- Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or employee's Relative is a victim of domestic violence or a sexually violent offense; or
- Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or the employee's Relative.

G. Confidentiality

The Company will maintain the confidentiality of any documentation provided by an employee in support of his/her leave request, and any information regarding a leave taken under this policy and, if applicable, the employee's failure to return to work, unless disclosure is voluntarily authorized in writing by the employee or is required by a federal or state law, rule, or regulation.

Employees are advised that any information they submit to the Company regarding their SAFE Act leave should be directed to Human Resources.

H. Discrimination and Retaliation Prohibited

Discharging, harassing, or otherwise discriminating or retaliating against any employee for exercising his/her rights under the NJ SAFE Act is strictly prohibited. An employee who believes he/she has been subjected to any such improper conduct should contact Human Resources immediately.

III. Emergency Responder Leave

Bath Fitter complies with the New Jersey Emergency Responders Employment Protection Act and will not terminate, dismiss or suspend an employee for being unable to report to work due to service as a protected volunteer emergency responder during a state of emergency declared by the President of the United States or the State of New Jersey, or if an employee is actively engaged in responding to an emergency alarm. Employees are not protected if, by law or contract, they are essential employees.

A protected emergency responder is someone whose official duties include responding to a fire or emergency call as a member of a volunteer fire company; a volunteer member of a first aid, rescue or ambulance squad; or a member of any county or municipal volunteer Office of Emergency Management.

Any employee who seeks to invoke the protections of the emergency responder leave must provide Human Resources with the following:

- Notice at least one hour before they are scheduled to report to work that he/she is providing emergency services
- A certification from the incident commander or other official or officer in charge stating that the employee was actively engaged in and necessary for providing emergency services, and the date and time he/she was relieved from emergency duty as well as a copy of the incident report.

Employees may use accrued, but unused PTO for time missed from work to serve as a volunteer emergency responder. Otherwise, the work time missed shall be unpaid.

IV. Anti-Retaliation Policy

In accordance with the New Jersey Conscientious Employee Protection Act (CEPA), the Company prohibits retaliatory action against an employee because the employee does any of the following:

- a) Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the Company or another employer with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
- b) Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by The Company or another employer with whom there is a business relationship, or in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
- c) Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the Company or any governmental entity; or
- d) Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
- e) Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - 1. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - 2. is fraudulent or criminal; or
 - 3. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

Please note that the protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the Company a reasonable opportunity to correct the activity, policy or practice. However, prior notice to a supervisor is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of The Company or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

The written notice required by this policy must be directed to the individual named below. In addition, employees are encouraged to provide the Company with written notice of any conduct which they reasonably believe violates this policy so that we may review the situation and have a reasonable opportunity to correct the activity, policy or practice as is deemed necessary or appropriate by the Company.

V. Pay Discrimination

The New Jersey Law Against Discrimination makes it unlawful for an employer to retaliate against an employee who discloses or requests information from other employees or former employees for the purpose of investigating or taking legal action against potential pay discrimination.

ARTECH INFORMATIONS, LLC California Appendix to Employee Handbook

These policies are intended to serve as a state-specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with Artech is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of the Company that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general

Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

2.8 Equal Employment Opportunity

Employment decisions at Artech are based on merit, qualifications, and abilities. Our goal is to be fair with all employees and applicants. Consistent with that goal, it is our policy not to discriminate in employment opportunities or practices on the basis of race, color, national origin, ancestry, citizenship status, religion, sex, gender (including gender identity and gender expression), pregnancy (including childbirth or related medical conditions, and breastfeeding), sexual orientation, military status, veteran status, marital status, registered domestic partner status, age, disability, protected medical condition, genetic information, political activity, or any other protected status in accordance with all applicable federal, state and local laws. Discrimination or harassment of any applicant or employee based on these protected classifications is strictly prohibited and will not be allowed.

Artech will make reasonable accommodations for qualified individuals with known disabilities as required by law. This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of the Company through his or her immediate supervisor, other supervisor within their chain of supervision, or the Human Resources Department. Anyone found to be engaging in any type of unlawful discrimination may be subject to disciplinary action, up to and including termination of employment.

3.15.1 Reporting-Time Pay

Artech will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

The Company will pay a minimum of two hours of pay to employees who are required to report to unscheduled work on a day other than their normally scheduled workday. The Company will not pay employees who report to work but are unable to work under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or

- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

3.15.2 Meal and Rest Periods

California non-exempt employees may not work more than five hours without an uninterrupted duty-free meal period of at least thirty minutes, except where six hours will complete the day's work.

Non-exempt employees will be provided a reasonable opportunity to take the meal period. During this time there will be no control over the employee's activity. Employees are expected to refrain from performing any work during the meal period. Employees are free to leave the worksite. Employees must clock out for the meal period. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods. Employees must return to work promptly at the end of the meal period.

Non-exempt employees who work more than five hours but no more than six hours in a workday may voluntarily waive the meal period. Employees may be asked to sign a meal waiver form.

Non-exempt employees who work more than 10 hours in a day, will be provided a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, an employee may be permitted to waive the second meal period if the employee took the first meal period, if the total hours worked for the day is no more than twelve hours, and if the employee signs a meal waiver form.

The start time of the meal period may be rotated amongst employees to meet operating requirements, but is usually taken at mid-day. In any event, meal periods should begin before the end of the fifth hour of work. A second meal period, if applicable, should be taken before the end of the tenth hour of work. Employees should schedule their meal periods at times approved by their supervisors. Employees should exercise personal initiative to take meal breaks on time, even when not specifically directed to do so by a supervisor. Employees taking a second meal period should begin this break before the end of the tenth hour of work.

Non-exempt employees may not work through their meal period in order to leave early or arrive at work late. Non-exempt employees may not make up any time away from work by working through their meal period.

Rest Periods:

Non-exempt employees are also authorized and permitted to take a duty-free uninterrupted paid rest period of ten minutes per each four-hour period worked, or major fraction thereof (meaning more than two hours), unless the employee's total day's work time is less than three and one-half hours. The rest periods should occur approximately in the middle of each work period, to the extent practicable.

Employees are relieved of all duties during rest periods. "Duty free" means that the employee is relieved of all work-related responsibilities, including, for example, any obligation to perform tasks, monitor work-related activities, carrying cellular telephones, personal digital assistants, or other communication devices, receiving, reviewing or responding to any communications, and any other tasks.

Employees are permitted to leave their work stations during this time. Employees must promptly return to work at the end of the 10 minute period.

Employees should not clock out for rest breaks. Employees should not skip breaks in order to leave early or to make up missed working hours.

Employees who work from three and one-half to six hours during a workday are entitled to one ten-minute rest break. Employees working more than six hours and up to ten hours will be entitled to two ten-minute rest breaks. Employees working more than ten hours and up to 14 hours, you will be entitled to three ten-minute rest breaks. Employees working additional hours will be entitled to take additional breaks.

Employees should exercise personal initiative to take rest breaks on time, even when not specifically directed to do so by a supervisor.

Missed or Interrupted Breaks:

If an employee has been deprived of the opportunity to take a meal period, or is deprived of the opportunity to take a minimum uninterrupted duty-free thirty minute meal period, the employee should always immediately report this fact to his or her supervisor or to the Human Resources Department. Likewise, if an employee is deprived of the opportunity to take a rest break or the opportunity to take a minimum uninterrupted duty-free ten minute break, the employee should always immediately report this fact to his or her supervisor or to the Human Resources Department. The company will take steps to remedy the problem.

It is against company policy to impede or discourage employees from taking breaks. Any employee who believes that he or she has been discouraged or prevented from

taking meal or rest breaks should report this fact to the Human Resources Department. Please note that no Company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal or rest period. The Company will take steps to correct any problems. Employees are encouraged to make such reports and will be protected from retaliation for doing so.

4.1 Access to Personnel Records

Employees may inspect or receive a copy of certain personnel records that Artech maintains relating to the employee's performance or to any grievance concerning the employee. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the Human Resources Department. You can obtain a form for making such a written request from the Human Resources Department.

An employee may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by the employee in writing to inspect or receive a copy of the records. Artech may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where the employee works or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy the employee's personnel records (unless the employee or representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of the employee's file, the employee will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than the employee's designated representative, will be limited. However, the Company will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

4.13 Overtime

Non-exempt employees will be paid overtime in accordance with California law. Artech may periodically schedule overtime or weekend work in order to meet production needs.

The Company attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by a supervisor. Working overtime without a supervisor's approval may result in discipline, up to and including termination.

Artech provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Artech does not permit employees to take compensatory time off in lieu of overtime pay. All overtime worked must be recorded on your timesheet without exception. Employees should carefully review their timesheets and pay statements to verify that all overtime hours are recorded and paid for. Any employee, who believes he or she has worked overtime hours that were not recorded on their timesheet, or not paid, should immediately inform the Human Resources Department. The Company will take prompt action to correct the matter.

Non-exempt employees who work more than six hours during any day of the workweek are entitled to one day of rest (a day off from work) during the seven day workweek. Artech respects the right to take a day of rest and it does not encourage or induce employees to forgo the day off. However, employees may voluntarily agree to work a shift on the seventh day. Exceptions may arise in special circumstances. An employee may be required to work a seventh day in the workweek, in cases of emergency or for work performed in the protection of life or property from loss or destruction. Additionally,

when the nature of the employment reasonably requires that the employee work seven or more consecutive days, the employee may accumulate days of rest such that in each calendar month the employee receives days of rest equivalent to one day's rest in seven.

7.1 Paid Time Off

The Artech PTO policy stated in the handbook is modified for California employees as follows: Upon termination, the value of the accrued balance of PTO will be paid the employee along with final pay.

Paid Sick Leave

[NOTE: further information needed for a CA paid sick leave policy. This depends, in part, on the accruals provided under the PTO plan, which may or may not be sufficient to satisfy CA sick pay requirements. Additionally, sick pay must be given to all employees, including part time employees working fewer than 30 hours per week, and temporary employees.]

7.7 Leave for Victims of Domestic Violence, Stalking & Sexual Assault

To the extent required by law, California employees who are victims, or their child is a victim, of domestic violence, sexual assault, or stalking may receive unpaid leave to:

- 1) obtain services from a domestic violence shelter or rape crisis center;
- 2) seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- 3) obtain psychological counseling for the domestic violence, sexual assault, or stalking;
- 4) take action, such as relocation, to protect against future domestic violence, sexual assault, or stalking; or
- 4) obtain a restraining order, a temporary restraining order, or other injunctive relief to protect against future domestic violence, stalking, or sexual assault.

To take this leave, the employee must provide Artech with advance notice of the leave. If advanced notice is not possible, the employee must provide Artech with the following certification upon returning to work:

- 1) a police report showing that the employee was a victim of domestic violence, sexual assault, or stalking; or
- 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- 3) documentation from a medical professional, domestic violence, sexual assault, or stalking victim advocate, health care provider, or counselor

showing that the employee's absence was due to treatment for injuries from domestic violence, sexual assault, or stalking.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Artech is also committed to complying with the laws protecting victims of domestic violence, sexual assault or stalking by providing reasonable accommodation(s) to protect the safety of the victim while at work. Artech will provide a reasonable accommodation for any known victim of domestic violence, sexual assault or stalking to the extent required by law, provided the requested accommodation does not create an undue hardship for Artech and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Artech can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Artech will keep your request confidential. If you require an accommodation for your safety while at work, you must notify the Human Resources Department. Once Artech is aware of the need for an accommodation, Artech will engage in an interactive process to identify possible accommodations.

Artech will not retaliate against you because you are a victim of domestic violence, sexual assault, or stalking, or because you requested leave time to get help, or because you asked for changes in the workplace to make sure you are safe at work.

7.8 Unpaid Family School Partnership Leave

Artech encourages its employees to be involved in the education of their children. Parents of school age children (grades K-12), or of children who attend a licensed day care provider, are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight hours in any calendar month of the year, to participate in school-related activities of their children. "Parents" include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands *in loco parentis* to, a child.

The following criteria must be met:

- (1) The time off must be to find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider.
- (2) The time off may also be for the purposes of addressing a child care provider or school emergency. An emergency means that an employee's child cannot remain in a school or with a child care provider due to one of the following: (a)

the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b) behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; (d) a natural disaster, including but not limited to fire, earthquake or flood.

- (3) The employee must personally notify his/her supervisor and his/her designated TMS as soon as the employee learns of the need for the absence.
- (4) Artech may require documentation from the school or licensed child care provider as proof that the employee engaged in the child-related activities on a specific date and at a particular time.

Employees will be denied time off if they do not provide their supervisors with adequate notice.

Employees are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours.

An employee taking time off under this policy must use existing accrued paid time off for the purposes of the absence. If no accrued paid time off is available, the employee may use time off without pay to the extent made available by Artech.

If more than one parent of a child is employed by the company at the same worksite, the leave entitlement will be granted to the parent who first gives notice to Artech.

Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

7.9 School Appearances Involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

7.10 Unpaid Volunteer Firefighter, Reserve Peace Officer, or Emergency Rescue Leave

Employees who perform duties as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel are eligible for unpaid leave for the purpose of engaging in fire, law enforcement, or emergency rescue training, not to exceed an aggregate of 14 days per calendar year, provided the following criteria are met:

1. The employee must personally notify his/her supervisor and the Human Resources Department as soon as the employee learns of the need for the planned absence.
2. The Company may require verification of the fire, law enforcement, or emergency rescue training -related activity.

Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

7.11 Leave for Organ and Bone Marrow Donors

An employee who provides written verification to Artech that the employee is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate, if the employee has been employed for at least ninety (90) days. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation or sick leave for bone marrow donor leave and up to two weeks of their vacation or sick leave for organ donor leave.

7.12 Pregnancy Disability Leave of Absence

Female employees due to pregnancy or related conditions may be entitled to take a leave of absence. Employees planning to take Pregnancy Disability Leave ("PDL") should advise Artech as early as possible. The employee should make an appointment with Human Resources to discuss the following conditions:

- Duration of PDL will be determined by the advice of the employee's physician, but the employee may take up to four months (17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months (17 1/3 weeks) of leave includes any period of time for actual disability caused by pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- Artech will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of pregnancy.
- For calculation purposes, PDL will run concurrently with leave taken under Artech's Family/Medical Leave.

Notice of Start and Duration of PDL

The employee must inform Artech when your leave is expected to begin and how long it will likely last.

If the need for a leave, reasonable accommodation, or transfer is foreseeable, the employee must provide reasonable advance notice at least 30 days before the PDL or transfer is to begin. The employee must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Artech. Any such scheduling is subject to the approval of a health care provider.

If 30 days' advance notice is not possible, notice must be given as soon as practical. Failure to give reasonable advance notice may result in delay of leave, reasonable accommodation, or transfer.

PDL usually begins when ordered by a physician. The employee must provide Artech with a written certification from a health care provider for need of PDL, reasonable accommodation, or transfer. The certification must be returned within 15 calendar days. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation, or transfer. The certification indicating the need for disability leave should contain:

- A statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or related medical condition;
- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability; and
- If the employee needs a reasonable accommodation or transfer, a medical certification is sufficient if it contains all of the following: a description of the requested reasonable accommodation or transfer; a statement that describes the medical advisability of the reasonable accommodation or transfer because of pregnancy; and the date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

Leave returns will be allowed only when your physician sends a release.

Continuous or Intermittent Use Permitted

PDL does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 30 minutes.

PDL and Paid Sick Leave

An employee will be required to use accrued paid sick leave (if otherwise eligible to take the time) during PDL. An employee may also use accrued paid vacation or additional sick leave (if otherwise eligible to take the time) during PDL. Artech may coordinate wages with California State Disability Insurance (SDI). Wages received during a period of disability, plus disability insurance cannot exceed an individual's weekly wage. Paid vacation time is not considered wages for determining eligibility for SDI benefits for medical leave.

Temporary Transfer

If intermittent leave or leave on a reduced work schedule is medically advisable, the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate her need for intermittent leave or a reduced work schedule.

Reinstatement

If an employee is released to resume work on her anticipated date of return, the employee will be reinstated on that date. If she is ready to return earlier than the expiration of approved leave, she must notify Artech of her readiness to return, and Artech will reinstate her within two (2) business days, where feasible, after notice of the changed circumstances. Reasonable extensions of leave will be considered for approval if the employee provides proper documentation before the original expiration date. Failure to report to work upon expiration of leave will be deemed a voluntary termination of employment.

When an employee is ready to return to work, she must obtain a written release from her health care provider certifying that she is able to perform all of the essential duties of her job, with or without reasonable accommodation. Artech will reinstate an employee to the job she held before the leave or transfer began unless the employee would not otherwise have been employed in the same job at the time reinstatement is requested for legitimate business reasons unrelated to the leave.

If Artech cannot reinstate an employee to her job, it will offer the employee a comparable position for which she is qualified, provided that a comparable position is available either at the time she returns to work or within 60 days after her return. An employee has no greater rights under this policy to a comparable job than if she had continued working and not taken leave. Artech reserves the right to select the best qualified candidate for any job vacancy.

Benefits Continuation

Artech will continue an employee's group health plan benefits during PDL, so long as she pays the regular contribution toward her portion of the benefit premiums. Failure to make these contributions will cause the particular benefit to be discontinued. The employee must make the necessary arrangements with Human Resource prior to PDL commencement. In some instances, Artech may recover premiums it paid to maintain health coverage for an employee who fails to return to work following PDL.

7.13 Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who have been deployed during a period of military conflict are eligible for up to ten unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the Human Resources Department within two business days of receiving official notice that their spouse will be on leave.

Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

ARTECH INFORMATION, LLC Washington D.C. Appendix to Employee Handbook

These policies are intended to serve as a specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with the Company is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of the Company that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are

fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

Accommodations for Pregnant Employees

If an employee requests a reasonable accommodation because her ability to perform the functions of a job are limited by pregnancy, childbirth, a related medical condition, or breastfeeding, Artech will explore all possible means of providing a reasonable accommodation. Reasonable accommodations may include:

- More frequent or longer breaks
- Time off to recover from childbirth
- The acquisition or modification of equipment or seating
- A temporary transfer to a less strenuous or less hazardous position or other job restructuring such as providing light duty or a modified work schedule
- Having the employee refrain from heavy lifting
- Relocating the employee's work area
- Providing private non-bathroom space for expressing breast milk

An accommodation is not reasonable if it would cause an undue hardship in the operation of Artech's business. "Undue hardship" is defined as any action that requires significant difficulty in the operation of Artech's business or significant expense on the behalf of the employer when considered in relation to factors such as size of the business, its financial resources, and the nature and structure of the operation.

Employees will be required to provide a certification from a health care provider informing Artech of the medical advisability of a reasonable accommodation, to the same extent a certification is required for other temporary impairments. The certification must include:

- (1) The date the reasonable accommodation became or will become medically advisable;
- (2) An explanatory statement as to the medical condition and the advisability of providing the reasonable accommodation in light of the condition; and

- (3) The probable duration that the reasonable accommodation will need to be provided.

ARTECH INFORMATIONS, LLC
Minnesota Appendix to Employee Handbook

These policies are intended to serve as a specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with Artech is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of Artech that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

Notice of Rights Regarding Personnel Records

All current and former Minnesota employees (or their representative) have a right to review their personnel or payroll records once every six (6) months, or at reasonable intervals in accordance with applicable state law.

To review their personnel records, employees must make a written request to Human Resources. Artech will comply with your request within seven working days. With respect to current employees, Artech will make personnel records available for review during the normal hours of operation at the employee's place of employment or another nearby location. After the employee's review and upon the employee's written request, Artech will provide the employee with a copy of the records. With respect to former employees, Artech will provide a free copy of personnel records upon the former employee's written request.

If an employee disputes any specific information contained in his or her personnel record, he or she may ask Artech to remove or revise the disputed information. If Artech does not agree, the employee may submit a written statement, not to exceed five written pages, specifically identifying the disputed information and explaining the

employee's position. Artech will retain the employee's statement along with the disputed information, and Artech will provide a copy of the statement to any person to whom it provides a copy of the disputed information. If, in providing records for an employee's review, Artech omits any information that should be in those records, Artech may not use the omitted information in any subsequent legal proceeding, unless the omission was unintentional and Artech provides the employee with a reasonable opportunity to review the omitted information prior to its use.

Artech will not retaliate against employees for asserting their rights or remedies to review their personnel records.

The Minnesota Department of Labor and Industry enforces these personnel records laws for Minnesota employers (i.e., Minn. Stat. § 181.960, et seq.), and may assess a fine of up to \$5,000 for violations. The Department may bring a civil action to recover that fine, together with costs and attorney's fees. Minnesota employees also have the right to bring a civil action for a violation of these laws, within one year of their actual or constructive discovery of the violation, to compel compliance with the law and for actual damages, costs, and in certain cases, back pay, reinstatement or other make-whole, equitable relief, plus reasonable attorney's fees.

Notice of Rights under Minnesota's Wage Disclosure Protection Law

Under the Minnesota Wage Disclosure Protection law, Minnesota employees have the right to tell any person the amount of their own wages. Artech cannot retaliate against employees for disclosing their own wages. Employees' remedies under the Wage Disclosure Protection law are to bring a civil action against Company and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or 1-800-342-5354.

Pregnancy Accommodations

Pregnant Minnesota Employees may request more frequent restroom, food, and water breaks, seating; and /or limits on lifting more than 20 pounds on an as needed basis without needing to submit supporting medical documentation. Additionally, to the full extent required by law and consistent with the Reasonable Accommodation Policy outlined in the handbook, Artech will provide other reasonable accommodations to pregnant Minnesota employees if (1) the request is based upon the certification of the health care provider that the accommodation is medically advisable, and (2) the requested accommodation is reasonable and does not impose an undue hardship on the business.

ARTECH INFORMATION, LLC
Illinois Appendix to Employee Handbook

These policies are intended to serve as a specific supplement to certain policies contained in the Artech Employee Handbook ("Handbook"). Like the Handbook, this supplement does not create an employment contract. Your employment relationship with Artech is terminable at-will, at any time and for any reason, unless you have a written agreement signed by an officer of the Company that provides otherwise.

Certain Artech employment policies require supplementation in order to comply with state-specific laws. Thus, Artech employment policies contained in the Handbook are fully applicable except where there are other state-specific policies, as discussed in this supplement. Accordingly, in those instances where there are state-specific policies, those policies will apply in lieu of, or in addition to, the policies contained in the general Handbook. If you have any questions as to whether the general Handbook policy or the specific state law policy applies, please contact Human Resources.

Policy Against Sexual Harassment

Artech recommends that employees promptly use the internal reporting policy described in Artech's handbook to report any concerns regarding harassment, discrimination, or retaliation. When concerns or complaints are promptly reported, Artech will work to promptly address and stop any conduct that violates Artech's policy.

Artech hopes that any incident of sexual harassment can be resolved through the internal process outlined above. However, in Illinois, employees have the right to file formal charges with the Illinois Department of Human Rights ("IDHR") and/or the United States Equal Employment Opportunity Commission ("EEOC"). A charge with IDHR must be filed within 180 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

Administrative Contacts:

Illinois Department of Human Rights

Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Marion: 618-993-7463

Marion TTY: 866-740-3953

Illinois Human Rights Commission

Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

U.S. Equal Employment Opportunity Commission

Chicago: 800-669-4000

Chicago TTY: 800-869-8001

Reasonable Accommodation to Female Employees Affected By Pregnancy, Childbirth, or Related Conditions

Artech complies with the Illinois Human Rights Act ("IHRA") and other applicable local, state and federal laws that apply to female employees affected by pregnancy, childbirth or related conditions. Artech prohibits discrimination against pregnant employees. It also prohibits retaliation against female employees who request accommodation for pregnancy, childbirth, or related conditions. It is Artech's policy to make accommodations for pregnancy, childbirth, or related conditions when possible. However, an accommodation is not always possible when the requested accommodation will impose an undue hardship on the Artech's ordinary business operations.

When a female employee believes that she may need accommodation for pregnancy, childbirth or related conditions, the employee must report the need for accommodation to her supervisor and Human Resources. Artech will work with the employee to identify and implement an appropriate reasonable accommodation. Artech is entitled to obtain information from the employee's health care provider in order to evaluate if a requested accommodation is necessary. Upon request, the employee is required to provide appropriate medical documentation that includes:

- the medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable;
- the date the reasonable accommodation(s) became medically advisable; and
- the probable duration of the reasonable accommodation(s).

Examples of possible accommodations for consideration under the IHRA include, but are not limited to the following:

- more frequent or longer bathroom breaks;
- breaks for increased water intake and periodic rest;
- private non-bathroom space for breastfeeding and accompanying breast milk;
- seating;

- assistance with manual labor;
- light duty;
- temporary transfer to less strenuous or hazardous positions;
- accessible worksites;
- acquisition or modification of equipment;
- job restructuring;
- part-time or modified work schedules;
- appropriate adjustment or modification of examinations, training materials or policies;
- reassignment to a vacant position; and
- time off to recover from childbirth and leave required by the employee's pregnancy, childbirth or related conditions.

Whether these possible accommodations are reasonable or would impose an undue hardship on Artech's ordinary business operations will be determined on a case-by-case basis. Artech cannot require the employee to accept an accommodation that she does not want or to take a leave of absence if another reasonable accommodation can be provided. However, accommodation requests cannot require Artech to create additional employment opportunities for employees affected by pregnancy, childbirth or related conditions, to promote them, if they are unqualified for the position sought, or to discharge or transfer others employees in an attempt to accommodate the employee affected by pregnancy, childbirth or related conditions – unless Artech does so for other similarly-situated employees who request accommodations.

Absent undue hardship to Artech, an employee who has been affected by pregnancy, childbirth or related conditions is entitled to be reinstated to her original job or to an equivalent position with equivalent pay, seniority and benefits when her need for reasonable accommodation ceases or at the end of her leave. Reinstatement will not be provided when it would impose an undue hardship on Artech ordinary business operations.

For more information, please contact Human Resources or the "Pregnancy and Your Rights in the Workplace" notices posted in the workplace.

ARTECH INFORMATION, LLC

HIPPA Policy Appendix to Employee Handbook

When Congress passed the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it recognized that, among other things, the confidentiality and integrity of electronic health information must be protected against improper access, disclosure, and manipulation. The HIPAA Security Standards require measures to protect the confidentiality, integrity, and availability of protected health information (PHI) while it is being stored and exchanged. The information below course will introduce you to HIPAA, help you understand the standards, what procedures Artech must implement to comply with the law, and what actions to take to secure electronic health information.

Protected health information (PHI) is the regulated data under HIPAA that consists of any personally identifiable information that relates to the:

- Past, present, or future physical or mental health
- Provision of health care
- Past, present, or future health care payment

This document will also provide information on the changes under the Health Information Technology for Economic and Clinical Health Act (HITECH) and how these may impact how you work with Artech clients.

- The HITECH Act was passed as a part of the American Recovery and Reinvestment Act of 2009 which was signed into law February 17, 2009.
- HITECH extends the HIPAA law, and went into effect in February 2010. It includes enhanced privacy and security requirements for covered entities, business associates, and personal health record (PHR) vendors.
- The provisions include:
 - Increased HIPAA violation penalties and refined enforcement provisions
 - Extended HIPAA regulatory liability to business associates
 - A Federal data breach notification rule regarding PHI
- HIPAA's main purpose is to standardize and digitize the health care industry including three key components that have relevance to Artech:
 - Privacy Rule
 - Security Rule
 - Breach Notification Rule

- Artech must comply with the applicable security and privacy rule requirements which include:
 - Designating a Privacy and Security Officer
 - Training our workforce impacted by PHI
 - Implementing administrative, technical, and physical controls to protect PHI
- Artech may also be required to assist our clients with periodic government audits.
- We have an agreement in place with our clients to cover our compliance to their HIPAA requirements.

Workplace Security of HIPAA

- Employees must comply with Artech and its Clients requirements to safeguard PHI via password safeguards:
- Employees must comply with the standards and policies for creating, changing, and safeguarding passwords by selecting a password of appropriate strength, changing the password periodically, and safeguarding the password
- For your protection and for the protection of PHI, you must not share the password with anyone else
- Passwords must not be trivial or predictable
- Set a password protected keyboard and screen lock that is automatically activated after no more than 30 minutes
- Follow the password safeguard rules whether you are working onsite or offsite

HIPAA has three (3) components:

- Privacy Rule
- Security Rule
- Breach Notification Rule

HIPAA: Privacy Rule

- The Privacy Rule protects all “individually identifiable health information.” The Privacy Rule calls this information protected health information (PHI). PHI is information, including demographic data, that relates to any of the following:
 - Individual’s past, present, or future physical or mental health or condition
 - Provision of health care to the individual
 - Past, present, or future payment for the provision of health care to the individual.

- Common identifiers included in PHI are name, address, birth date, and Social Security number.
- To comply with the Privacy Rule, we must perform several tasks to safeguard individuals' PHI. These tasks include:
 - Identifying how an individuals' PHI flows through our the organization to determine the areas that must be secured
 - Naming a Privacy and Security Officer responsible for developing policies and procedures for disclosing and using PHI throughout the organization, and conducting periodic training events for Artech employees. While training will be required on a yearly basis, with any change in policy or procedure, retraining will be required.
 - Implementing minimum necessary access to PHI for the particular purpose

HIPAA: Security Rule Requirements

- Artech and resources placed at Artech's clients' sites must make certain they safeguard any PHI collected, managed, used, or transmitted.
- The Security Rule is composed of three sets of safeguards:
- Administrative safeguard – includes Artech's clearance process and the client's security reminders, data backup plan, and disaster recovery plan
- Physical safeguards – includes workstation use and security, facility access controls, and device and media controls
- Technical safeguards – includes access controls such as unique user identification, emergency access procedures, automatic logoff, and encryption and decryption, audit controls, person or entity authentication, and transmission security

HIPAA: Breach Notification Rule

- The Breach Notification Rule requires Artech and Artech resources to provide notification following a breach of unsecured PHI.
- A breach is an impermissible use or disclosure of PHI that compromises its security or privacy and poses a significant risk of financial, reputational, or other harm to an individual.
- PHI secured by encryption or destruction alleviates the need for breach notification
- Breach notification must occur no later than 60 days following the discovery.

- Artech's client may have to prove the contents, timing and distribution of the breach notices were in compliance with the law so suspected incidents must be reported immediately to Artech's Privacy and Security Officer.

Risk Management

- Risk management is the process of identifying, managing and preventing physical and logical risks that pose threats to employees, information assets, operations, and business functions.
- Artech uses this approach to measure, integrate, and consider cost effective risk mitigation. A formal risk assessment is required for Artech and the basis for an overall HIPAA compliance program to ensure PHI is secure by examining processes and procedures for potential areas of exposure. It is our proactive approach because it enables us to identify potential issues.
- The areas of risk management identified by Artech have been documented to Artech's clients.

Reporting Security Incidents

- A security incident can originate within or outside the client's physical facility and can range in severity.
- If a security incident occurs, you must report it immediately to Artech's Privacy and Security Officer.
- You are not to attempt to investigate or take action. Our Privacy and Security Officer will interact with our client to conduct investigations up to and including gathering evidence for possible legal action. Any incident involving a subcontractor resource will be reported to the subcontracting vendor.
- Examples of security incidents include:
 - Unauthorized access to classified or otherwise sensitive data
 - Alteration or compromising the integrity of a system, server, or application
 - Disruption or denial of service availability
 - Alteration or defacement of an Internet website
 - System penetrations
 - Loss or destruction of data, fraud, crime, and so on
 - Misrepresentations of resources application or clearance information

Additional Info

- The website for US Department of Health and Human Services can provide additional information on HIPAA, HITECH, or PHI: www.hhs.gov

- You may reach out to the HR Director @ 973-998-2500 or email HIPAACompliance@artechinfo.com for any additional information

Artech Information Systems, LLC Employee Handbook for Contractors

Contractor Acknowledgment Form

Property of Artech Information Systems, LLC Corporation

I, Naqibullah Rahmatyar (contractor), acknowledge receipt of the Artech Information Systems, LLC Employee Handbook for Contractors (either online or in hard copy). I understand that I am responsible for knowing its contents, keeping up-to-date with any changes, and complying with its items.

I further acknowledge that this handbook is not a contract and does not create a contract with Artech for any purpose and that the provisions of this handbook may be modified or eliminated at any time. I understand that this handbook does not contain a promise of continued employment, nor a promise regarding any of the conditions of my employment. I understand that Artech Information Systems, LLC is an "at will" employer and, as such, my employment may be terminated at the will of either party, with or without cause, and without prior notice.

I further acknowledge receipt of Artech Information Systems, LLC's Code of Conduct, and understand it and agree to abide by its terms.

Date: _____

Issued To: Naqibullah Rahmatyar
(Print Name)

Signed: _____