



Employee Handbook

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Riggs Distler & Company, Inc. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is not, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Riggs Distler & Company, Inc. adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles of Employment

1-1. Welcome Statement

On behalf of Riggs Distler & Company, Inc. ("Riggs Distler" or the "Company"), let me extend a warm and sincere welcome to you! We hope you will enjoy a safe, long and rewarding career here. We are glad to have you with us.

Our mutual success depends on our ability to deliver project services safely, honestly, on time and with our client's expectations. As a representative of our Company, you are expected to conduct our business with the highest degree of integrity, professionalism, ethics, client responsiveness and commitment to safety. We expect to comply with all laws, requirements and environmental regulations that apply to our business.

I extend to you my personal best wishes for your success and happiness here at Riggs Distler. We understand that it is our dedicated employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Stephen Zemaitatis, Jr.

President

1-2. Anti-Harassment & Discrimination Policy

I. EQUAL EMPLOYMENT OPPORTUNITY

The employment policy of the Company is to provide equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, disability and veteran status, or any other classification protected by applicable law, except where such considerations are bona fide occupational qualifications permitted by law. The Company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to training.

Employees with questions or concerns about any type of alleged discrimination in the workplace are encouraged to bring these issues to the attention of Paul Bizon, Vice-President, at (856) 433-6000 and employees can raise such concerns without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination and/or

retaliation will be subject to disciplinary action, up to and including termination of employment.

II. WORKPLACE HARASSMENT

Introduction

It is the policy of the Company to prohibit harassment in the workplace based on sex, race, national origin, religion, age, color, sexual orientation, physical or mental disability, veteran status, and other classifications protected by applicable law.

The Company will investigate and eradicate any form of illegal harassment, investigate complaints about conduct in violation of this Policy, and implement remedies to ensure employees are protected from illegal harassment.

Employees at all times should treat other employees respectfully and with dignity in a manner so as not to offend the sensibilities of a co-worker. Accordingly, the Company management is committed to vigorously enforcing this Policy at all levels within the Company.

What is Sex-Based Harassment?

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made a condition of employment; or
- submission or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of substantially interfering with work performance, or creating or maintaining an intimidating, hostile or offensive environment.

Sexual harassment may include a wide range of obvious and/or subtle comments and conduct. Depending on the circumstances, it may include, but is not limited to, repeated offensive or unwelcome sexual advances; subtle or overt pressure for sexual favors; sexual jokes; verbal comments or innuendo of a sexual nature; propositions or advances; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching or other physical touching; suggestive, insulting or obscene comments or gestures; and display of sexually suggestive objects or pictures.

Sexual harassment may include harassment between individuals of the same gender.

What is Harassment Based on Other Protected Classifications?

Harassment based on race, national origin, religion, age, color, physical or mental disability, veteran status, and other legally protected classifications exists in instances such as:

- Negative statements, jokes, insults, offensive pictures or drawings and/or other actions directed to an employee because of his or her race, national origin, religion, age, color, physical or mental disability, veteran status, or other legally protected classifications.

Whose Conduct is Covered?

This policy applies to all employees and to conduct engaged in by fellow employees, supervisors, trustees and outside vendors, suppliers, customers, visitors and others not directly connected to the Company. This policy prohibits employees, supervisors, outside vendors, suppliers, customers, visitors and others not directly connected with the Company from harassing Company employees in violation of this policy. Conversely, the Company expects its employees to treat non-employees, such as customers, with courtesy and respect and free from harassment. Harassment of non-employees by Company employees is strictly prohibited.

Reporting Prohibited Harassment.

The Company encourages the prompt reporting of all perceived incidents of harassment, regardless of who the alleged offender may be.

If you are a witness to or become aware of prohibited harassment, or believe that you have experienced harassment based on your race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, disability or veteran status, or any other classification protected by applicable law, then you should immediately notify Paul Bizon, Vice-President, at (856) 433-6000. If for any reason you are uncomfortable speaking with Mr. Bizon, then you should report the incident to Denise Fearon at (856) 433-6000.

Investigations of Harassment Complaints.

Reports of harassment will be investigated promptly and thoroughly by a person who is not involved in the alleged harassment. To the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the entire investigation to protect the privacy of the individuals involved.

The complaining individual will be informed of the results of the Company's investigation.

Corrective Action.

If the Company's investigation confirms that harassment or other improper behavior has occurred, the Company will take appropriate action. Such action may

include, for example, training, referral to counseling, or disciplinary action, such as warnings, reprimands, reassignment, suspension, or discharge.

No Retaliation.

An employee will not be subject to retaliation, intimidation, or discipline as a result of making a good faith complaint of harassment or providing information in connection with another's complaint.

Cooperation.

An effective workplace harassment policy requires the support and example of Company personnel in positions of authority. Company managers, supervisors, or staff members who engage in sexual or other harassment or retaliation, or who fail to cooperate with Company sponsored investigations of alleged harassment or retaliation may be severely sanctioned by actions including suspension or dismissal. Similarly, staff members, supervisors, and managers who refuse to implement remedial measures, obstruct the remedial efforts of other staff members, and/or retaliate against complaining individuals or witnesses, may immediately be sanctioned by actions including suspension or termination.

III. ANTI-RETALIATION

The Company prohibits discrimination, harassment and/or retaliation against any employee who provides information or otherwise assists in an investigation or proceeding regarding any conduct which he or she reasonably believes to be in violation of this Policy or applicable law. If an employee provides such information or assistance, the Company will not discharge, demote, suspend, threaten, harass or otherwise discriminate or retaliate against him or her in the terms or conditions of employment because of that activity. No officer, employee, agent, contractor or subcontractor of the Company has the authority to engage in any conduct prohibited by this paragraph.

Any employee who has any questions concerning any aspect of this policy may contact Paul Bizon, Vice-President, at (856) 433-6000 for guidance.

1-3. Drug and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or

any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

Under Riggs Distler & Company, Inc.'s drug and alcohol testing policy, current and prospective employees will be asked to submit to drug and alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made.

All offers of employment are contingent upon the candidate's ability to pass a drug and/or alcohol free test in accordance with current Company policies.

1-4. Workplace Violence

Riggs Distler & Company, Inc. maintains a strict policy prohibiting any kind of physical violence in the workplace. Any employee who physically harms, or threatens to harm, another employee is subject to discipline.

All employees are encouraged to report any such instances of physical harm caused by another employee. Employees are further encouraged to report any co-workers whom the employee has a reason to believe is a potentially violent individual.

Section 2 - Operational Policies

2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least forty (40) hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than forty (40) hours per week who were not hired on a short-term basis.

Project Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Project Employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Exempt employees do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be

informed of your classifications upon hire and informed of any subsequent changes to your classifications.

2-2. Employee Service Credit

"Length of service" refers to the length of time that our employees spend as active full-time or part-time employees with Riggs Distler & Company, Inc. Service begins on the day you become a full-time or part-time Employee.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with the Company provided their last day of service was within sixty (60) days of again becoming an active employee. Human Resources will discuss this issue with any rehired employee upon hire.

2-3. Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the HR Department of any changes. Also, please inform the HR Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

2-4. Working Hours and Schedule

Office Hours

Riggs Distler & Company, Inc.'s normal office hours are from 7:30 am and 4:30 pm, Monday through Friday. However, we offer all full time office employees the option of working flexible work hours as followed:

- Eight (8) flexible work hours between the hours of 7:00 am and 5:30 pm with a 1/2 hour lunch break;
- Lunch breaks which last longer than 1/2 hour should be made up by lengthening the work hours that day;
- Core hours which all full time employees must be available are between the hours of 8:00 am and 3:30 pm. Therefore, no full time employee should start before 7:00 am or leave before 3:30 pm.

Summer Work Schedule

In addition, the Company will commence our Summer Work Hour Schedule on/about May 30th and continue until on/about September 1st. We offer all full time office

employees the option of working a four and half day work week with flexible hours as followed:

Monday through Thursday

- Nine (9) flexible work hours between the hours of 6:30 am and 5:30 pm with a 1/2 hour lunch break;
- Lunch breaks which last longer than 1/2 hour should be made up by lengthening the work hours that day;
- Core hours which all full time employees **must be available** are between the hours of 8:00 am and 4:00 pm. Therefore, no full time employee should start before 6:30 am or leave before 4:00 pm.

Friday

- Four (4) flexible work hours between 7:30 am and 2:00 pm;
- Lunch break is at your option;
- Core Hours which all full time employees **must be available** are between the hours of 7:30 am and 11:30 am. Therefore, all full time employees should not start before 7:30 am or leave before 11:30 am.

The office will remain open for business during standard work hours each Friday throughout the summer in order to serve our customers and field employees. Select personnel will be responsible for phone coverage in the office until 4:00 pm each Friday. In addition, an authorized employee with authority to secure the facility must be present to secure the office for the weekend.

Work Schedule

You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Field / Job-Site Hours

The normal field / job-site hours will vary depending on the client's hours and work schedule established by the Project Manager.

2-5. Timekeeping Procedures

All employees must record their actual time worked for payroll and benefit purposes. All employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report 1/2 to full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to sign your time card to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

2-6. Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1 1/2) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Any exempt employees, such as Project Managers, Assistant Project Managers, Project Engineers, and Superintendents will not be compensated for hours worked in excess of forty (40) hours each week. However, in the event that the Company is reimbursed by a client for overtime, the employee will be paid the overtime at the same rate paid by the client.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the work week begins on Monday 12:01 am and ends on Sunday at 11:59 pm.

2-7. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full-or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(K) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Your absence on a day because your employer has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work;
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact Denise Fearon, HR Representative or any other supervisor in the Company with whom you feel comfortable.

2-8. Your Paycheck

You will be paid weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Currently, the Company is permitted to charge \$2.00 for each garnishment ordered to help defray the cost of the garnishment processing. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of your Supervisor immediately so the Company can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

2-9. Direct Deposit

Riggs Distler & Company, Inc. requires all employees to have direct deposit. Authorization forms are available from the accounting group at (856) 433-6000.

2-10. Salary Advances

Riggs Distler & Company, Inc. does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

2-11. Performance Review

Riggs Distler & Company, Inc. endeavors to review your performance annually. A positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

Section 3 - Benefits

3-1. Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is Riggs Distler & Company, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Riggs Distler & Company, Inc. provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your

request from our HR Representative. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Riggs Distler & Company, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact our HR Representative.

3-2. Paid Holidays

Full-time, Part-time employees working a minimum of 30 hours a week & Project employees working a minimum of 30 hours a week will be paid for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Two Floating – Determined by the company at the beginning of each year

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate.

If a holiday falls within an eligible employee's approved vacation period or a weekend, the eligible employee will be paid for the holiday (at the regular straight-time rate) and the eligible employee will receive an additional vacation day at the option of the Company.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) and the eligible employee will receive an additional day off at the option of the Company.

Part-time employees working less than 30 hours a week are not eligible for paid holidays.

3-3. Paid Time Off

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs. One paid time off is equal to eight (8) hours paid.

Employees accrue paid time off as follows:

Full-time employees accrue up to fifteen (15) days of paid time off per year earned at the rate of 1.25 days of paid time off per month of service.

After completing ten (10) years of employment, full-time employees accrue up to twenty (20) days of paid time off per year earned at the rate of 1.66 days of paid time off per month of service.

Part-time employee can accrue up to ten (10) days of paid time off per year. Paid time off is pro-rated based on hours worked and earned at the rate of one (1) day of paid time off for every 160 hours of service.

Paid time off must be earned before taken.

Paid time off should be taken during the year earned, unless otherwise required by law. Accrued, unused paid time off can be carried over from year to year up to a maximum of twenty-five (25) days. Unused paid time off in excess of twenty-five (25) days must be used by March 31st of the following year. After March 31st, unused paid time off in excess of twenty-five (25) day has no "cash value", cannot be cashed out or reimbursed in any manner and will be lost.

As an example:

Year (1) Paid Time off earned (15) days

- Paid Time off used two (2) days
- Carried over previous (0) days
- Carried forward thirteen (13) days

Year (2) Paid Time off earned (15) days

- Paid Time off used (0) days
- Carried over previous (13) days
- Carried forward twenty-five (25) days (max limit)**

**In this example three (3) days of unused paid time off has been lost.

Accrued, unused paid time off, up to a maximum of twenty-five (25) days, may at the discretion of the Company, be paid upon separation provided (10) working days written notice is given to the Company, the separation is not for cause, and the transition is orderly and professional, unless otherwise required by law.

Advanced but unaccrued paid time off will be deducted from your final paycheck, to the extent permitted by law.

If you wish to use five (5) or more full days of paid time off consecutively, you must submit a written request to your manager at least two (2) weeks in advance of your requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant your request, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If you will be out of work due to illness or due any other emergency for which notice could be provided, you must call in and notify your supervisor as early as possible, but at least by the start of your workday. If you call in sick for three (3) or more consecutive days, you may be required to provide your supervisor with a doctor's note on the day you return to work.

Project Employees are not eligible for paid time off.

Extreme Hardship: Employees may donate their PTO, up to a maximum of five (5) days, to another employee in an extreme hardship situation. The extreme hardship situation must be recognized and approved by the Company. The request to donate your time to another employee must be submitted in writing to HR.

3-4. Insurance Programs

Full-time employees and part-time employees working 30 hours or more may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health/dental and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to our HR Representative, if you have any further questions.

3-5. Short-Term/Long Term Disability Benefits

Full-time and Part-time employees working 30 hours or more are eligible to participate in the company paid Long-Term/Short-Term Disability plan, subject to all terms and conditions of the agreement between the Company and the insurance carrier. This coverage is currently through MetLife Insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Beginning January 1, 2009, New Jersey employers will initiate payroll deductions to fund the Family Leave Insurance program. Qualified employees will be eligible to receive paid family leave benefits beginning July 1, 2009. This program also provides for monetary benefits for other purposes commencing in 2009.

3-6. Workers' Compensation

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

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-7. Jury Duty

Riggs Distler & Company, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which they perform any work for the Company.

3-8. Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family. If you are a full-time employee and you lose a close relative, you will be allowed paid time off of up to 3 days to assist in attending to your obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent/parent-in-law, or sibling. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

3-9. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a federal or statewide election, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

3-10. Retirement Plan

Eligible employees are able to participate in the Company's 401(K) / Profit Sharing plan. Plan participants may make pre-tax contributions to a retirement account with 100% matching contribution up to a maximum of 5%. You will be eligible to contribute into the plan the first of the month following 30 days of your date of hire.

Upon becoming eligible to participate in this plan, you will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information.

3-11. Tuition Reimbursement

The Company offers Tuition Reimbursement for job related course work, seminars, workshops, etc. To obtain reimbursement please obtain your supervisors approval prior to enrolling in the course, seminar, workshop, etc. To be eligible for reimbursement you must be a full-time employee, have completed at least six (6) months of continuous service with the Company and have obtained at least a grade of "C" or above in the course for undergraduate work and "B" or better for graduate work.

Reimbursement expenses include tuition and fees and will be reimbursed up to a value of \$10,000.00 per calendar year.

Once you have completed the pre approved course, seminar or workshop, submit your grade report, tuition receipts etc., on an expense report to your supervisor for approval and reimbursement.

3-12. Referral Program

The Employee Referral Program is only applicable for RDC non-union Employees who are not members of Senior Management (P-1) or Human Resources.

The Employee Referral Program welcomes Employees to provide potential candidates from current or future job opportunities at RDC. Since our Employees are our best ambassadors, it is appropriate to have a program by which they can submit potential candidate profiles that could join the RDC Team.

- The program is designed to accommodate a non-union and permanent full-time positions.

- Any active non-union Employee can refer at any time a potential candidate profile for job openings and/or to be added to the HR database of potential candidates.
- The RDC Employee should forward the individual profile to HR along with a cover letter supporting the profile of the referred individual. HR will duly inform the Employee that the profile has been received. Profiles are kept for two (2) years.
- If an individual profile is selected and retained for a permanent full time position, the Employee will be informed.
- If the individual is still employed after 6 months of continuous service, the active Employee who referred the individual will receive \$1,500 USD. Usual withholdings apply and payment will be made on the first payroll following the end of the 6 months of continuous service.
- No promises or representations can be made to a potential candidate in order to prevent a potential conflict of interest.
- The Company can modify or nullify this program without notice.

Section 4 - Leaves of Absence

4-1. Personal Leave

If you are ineligible for any other Company leave of absence, Riggs Distler & Company, Inc., under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and you are not eligible for FMLA and CFRA, medical certification also must be submitted. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. Under unusual circumstances a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension to management and the request is granted. During your leave, you will not earn vacation, personal days or sick days. We will continue your health insurance coverage during your leave if you submit your share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave.

Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company, will be considered a voluntary resignation of your employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

4-2. Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you may be eligible, at the discretion of the Company, paid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

4-3. Family and Medical Leave

The Leave Policy. Under Federal Law, you are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave (subject to the terms of the Family and Medical Leave Act) provided you: (1) have worked for the Company for at least twelve (12) months, and for at least 1,250 hours in the last twelve (12) months; *and* (2) are employed at a worksite that has 50 or more employees within seventy-five (75) miles.

For Employees working in New Jersey. Under New Jersey law, you are eligible to take up to twelve (12) weeks of family/medical unpaid leave within any 24-month period and be restored to the same or equivalent position upon your return from leave (subject to the terms of New Jersey law) provided you: (1) have worked for the Company in New Jersey for a least 1,000 hours (excluding overtime hours) during the preceding twelve (12) consecutive months; and (2) are employed by an employer that has fifty (50) or more employees, whether employed in New Jersey or not, who have worked each work day for twenty (20) or more work weeks during the current or immediately preceding calendar year.

Effective January 28, 2008, FMLA eligible employees are now eligible for up to 26 weeks of FMLA leave in a single 12-month period for the care of a servicemember with serious injury or illness incurred in the line of duty on active duty. This leave is available to the spouse, son, daughter, parent, or next of kin. "Next of kin" is defined as the nearest blood relative of the servicemember and is only applicable to this type of FMLA leave.

- FMLA eligible employees are now eligible for up to 12 weeks of unpaid FMLA leave in a 12-month period due to any "qualifying exigency" caused by a spouse, son, daughter, or parent who is on active duty or is notified of an impending call or order to active duty in the Armed Forces in support of a "contingency operation." The term "contingency operation" means a military operation that (A) is designated by the Secretary of Defense as an operation in which member of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (B) results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of this title, chapter 15 of this title, or any other provision of law during a war or during a national emergency declared by the President of Congress.
- "Serious injury or illness", as it applies to leave for the care of a servicemember, means "an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating."
- The combined leave period for all types of FMLA leave is 26 weeks in a 12-month period.
- If both a husband and wife work for the same employer, the aggregate amount of leave time that is available can be limited to a combined total of 26 weeks in a 12-month period.
- In addition to any FMLA medical certification required, employers may request certification concerning the active duty status or notice of impending active duty status.
- The leave may be taken intermittently.

Generally, the 12- and/or 24-month period, as the case may be, will be calculated on a rolling basis looking backwards from the date the requested leave is to commence.

***Reasons for Leave.* You may take family/medical leave for any of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with you for adoption (or foster care - Federal law only) and in order to care for the newly placed son or daughter; (3) to care for a spouse, son, daughter or parent (or parent-in-law or step-parent or civil union partner -- New Jersey law) (called a "covered relation") with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform any of the essential functions of your position (Federal law only). Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement. (Federal and New Jersey law). In addition, spouses employed by the Company who request leave because of reasons (1) or (2) or to care for an employee's parent with a serious health condition may only take a combined total of twelve (12) weeks leave during any 12-month period. (Federal law only). Under New Jersey law, the Company will grant a family leave to more than one (1) employee from the same family (for example, a brother and sister) at the same time, provided such employees are otherwise eligible for the leave.**

Notice of Leave. If your need for family/medical leave is foreseeable, you must give the Company at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within two (2) business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave.

Additionally, if you are planning a medical treatment you must consult with the Company first regarding the dates of such treatment. Where the need for leave is not foreseeable, you are expected to notify the Company within two (2) business days of learning of your need for leave, except in extraordinary circumstances. The Company has Request for Family/Medical Leave forms available from the Human Resources Department. You should use these forms when requesting leave.

Medical Certification. If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Human Resources Department. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least fifteen (15) days after you request leave). If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

Riggs Distler & Company, Inc., at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until it is provided.

Reporting While on Leave. If you take leave because of your own serious health condition or to care for a covered relation, you must contact the Company on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid. Family/medical leave is unpaid leave, **although you may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans or policies or under (The Family Leave Insurance program -- New Jersey employees only).** If you are entitled to receive money from these sources, your leave will be considered "paid leave" for the period during which you receive that money. If your leave is "unpaid" leave you will be required to substitute paid time off (vacation, sick days, and personal days) for "unpaid" FMLA leave as described below. If you request leave because of a birth, adoption or foster care placement of a child, any accrued paid vacation and personal days first will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid

vacation, personal days and sick days first will be substituted for any unpaid family/medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. **Your family/medical leave runs concurrently with other types of leave (i.e., paid vacation, state family leave laws, etc.). Those other leaves may provide for paid leave.**

Medical and Other Benefits. During an approved family/medical leave, Riggs Distler & Company, Inc. will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than thirty (30) days late. If your payment is more than fifteen (15) days late, we will send you a letter to this effect. If we do not receive your payment within fifteen (15) days after the date of this letter, your coverage may cease. If you elect not to return to work for at least thirty (30) calendar days at the end of the leave period, you will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Intermittent and Reduced Schedule Leave. Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and has equivalent pay and benefits.

Returning From Leave. If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification Forms from the Human Resources Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

No Work While on Leave. The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

State and Local Family and Medical Leave Laws and Other Company Policies. Where State or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits provided by such laws will apply.

Exemption for Highly Compensated Employees. The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if

restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis). The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

Exemption for Highly Compensated Employees [New Jersey Law]. The Company may choose not to return highly compensated employees (the highest-paid 5% of employees of an employer or the seven highest-paid employees of an employer, whichever number of employees is greater; all of the employer's employees, whether employed in or out of New Jersey, are included in this calculation) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances. If the employee has already commenced a family leave at the time the employer notifies the employee of its intent to deny the leave, the employee may return to work within ten (10) working days of the date of notification to avoid termination.

Section 5 - General Standards of Conduct

5-1. Progressive Discipline Policy

The success of any operation requires teamwork and cooperation. Teamwork includes working by a common set of work rules and standards. You are expected to conduct yourself at all times in a manner that promotes the health and safety of all Riggs Distler & Company, Inc. employees and customers. You should protect personal and Company property and contribute to the successful operation of the company.

The Company believes in the philosophy of progressive discipline, and tailoring any disciplinary action to meet the nature of the offensive conduct. We also believe that most behavior does not need to be regulated by rules, but rather by common sense and courtesy. Most of these types of conduct are apparent from the philosophy of treating others as you would be treated yourself. These types of behavior we believe to be self evident. For other types of rules that are not common sense, but more regulatory in nature, Riggs Distler & Company, Inc. will strive to articulate, put in writing, and publish those rules. The rules may be updated from time to time.

Because of the infinite variety of human conduct, no rule can be applied in an inflexible fashion. Because of our belief in progressive discipline and making the discipline meet the offense, Riggs Distler & Company, Inc. reserves the right to depart from any rules which it has promulgated or to diverge from past practice and behavior if the particular conduct warrants different treatment. Therefore, the Company reserves the right to apply the rules differently in separate situations based on what the Company, in its sole discretion, deems to be appropriate. Finally, in fashioning disciplinary action, Riggs Distler & Company, Inc. will often consider an employee's overall record.

5-2. Punctuality and Attendance

You were hired to perform an important function at Riggs Distler & Company, Inc. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

The policy of Riggs Distler & Company, Inc. is that our offices be available at all times to support our projects when field operations are in progress. In times of inclement weather, you are expected to make every effort to safely report to work when conditions permit. Those employee's that can work from home in a productive manor and have continual access to the Company Outlook E-Mail system, may upon prior approval of their supervisor, work from home on days of inclement weather. Those employees who chose not to report or are not permitted to work from home, may take a Paid Time Off Day.

In the event of significant inclement weather the Company may close the office. If the office is closed we will endeavor to notify you via telephone and or e-mail. If you have questions as to the open or closed status of your office, please contact your supervisor on the day of the inclement weather.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

5-3. Use of Communications and Computer Systems

Riggs Distler & Company, Inc.'s communication and computer systems are intended for business purposes only. No personal usage is permitted. This includes the phone system, cell phones, voice mail, e-mail, and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

Riggs Distler & Company, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software

copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, Riggs Distler & Company, Inc. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law. Forwarding of non business related emails to others may be offensive to some receivers and is prohibited.

Since the Company's communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. **No employee is permitted to install any software or download any information on a Company owned computer without the expressed permission of the Company Information Technology Manager.**

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4. Inspections

Riggs Distler & Company, Inc. reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations,

packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-5. Smoking

Smoking is prohibited in all Company offices. Smoking in authorized locations is limited to four (4), five (5) minute breaks per day.

5-6. Personal Visits and Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

5-7. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for Riggs Distler & Company, Inc. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5-8. Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin board. Make it a practice to review it frequently. This will assist you in keeping up with what is current at Riggs Distler & Company, Inc... To avoid confusion, please do not post or remove any material from the bulletin board.

5-9. Confidential Company Information

During the course of work, an employee may become aware of confidential information about Riggs Distler & Company, Inc.'s business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not

be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-10. Conflict of Interest and Business Ethics

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

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

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

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

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

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

5-11. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform

required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

5-12. Health and Safety

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

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

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

5-13. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Riggs Distler & Company, Inc. may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship without the company's consent or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-14. Employee Dress and Personal Appearance

Riggs Distler & Company's dress code policy is "Business Casual Attire" which may be worn to the office every day of the week provided no business or customer meeting has been scheduled for that day. Appropriate "Business Casual Attire" meets the following criteria:

- No Shorts
- No Jeans (except on Friday)
- No tennis, canvas, or athletic shoes
- No sandals or flip flops
- No shirts with "unprofessional" phrases
- Shirts must have collars

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

5-15. Publicity/Statements to the Media

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

5-16. Operations of Vehicles/Cellular Phones

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Riggs Distler & Company, Inc. business must possess a current, valid driver's license and an acceptable driving record. **Any changes in license status, driving record, tickets, accidents, etc, whether on Company time or personal time must be reported to the company Safety Director immediately.**

A valid driver's license must be in your possession while operating a vehicle. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Prior to operating a Company vehicle, your driving record will be checked with the appropriate state authorities and will be submitted to our insurance carrier and / or the Company Safety Director for approval. If you are approved you will be asked to sign a Drivers Agreement which details the permissible use of the vehicle.

Company vehicles are not permitted to be used for any personal use.

Cellular Phone Usage When Driving

Employees with cell phones must refrain from using their phones while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Employees who do not drive Company cars but use a cell phone for business use also must abide by the above regulations.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their phones while driving will be solely responsible for all liabilities that result from such actions.

5-17. Business Expense Reimbursement

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to your Supervisor along with the original receipts within 60 days of the expense. Expenses submitted after 60 days of the expense may be denied.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any question about whether an expense will be reimbursed.

5-18. References

Riggs Distler & Company, Inc. will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Dept.

Only the Human Resources Department may provide references.

5-19. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, credit cards, petty cash, cell phones, laptop computers, fax machines, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-20. Exit Interviews

Employees who resign are requested to participate in an exit interview with Human Resources, if possible.

Wage Deduction Authorization

6-1. Wage Deduction Authorization

The undersigned does hereby authorize Riggs Distler & Company, Inc. (Company) to deduct from my wages such amounts as I may owe to the Company for such things as payroll advances or loans, willful damage to equipment, loss of Company property entrusted to me for my use and benefit, the actual cost of fringe benefits provided to me, and any other indebtedness as I may owe to the Company.

This authorization shall remain valid until it is revoked in writing by me.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in you personnel file.

Receipt of Employee Handbook

This Employee Handbook is an important document intended to help you become acquainted with Riggs Distler & Company, Inc. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of Riggs Distler & Company, Inc.'s Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except an express written agreement. I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

ANTI-HARASSMENT AND DISCRIMINATION POLICY ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of, and have read and understand, the Company's Anti-Harassment and Discrimination Policy.

Signature

Please Print or Type Name of Employee

Date