

EMPLOYEE POLICY MANUAL

January 2013

Acknowledgment and Consent to Company Policies

I acknowledge that I have received a copy of maconit® Employee Policy Manual ("Manual"). I also acknowledge that I have read and understand the policies of this Manual, including, but not limited to:

Equal employment opportunities; Non-harassment; and Computer resources, Internet and electronic communications.

I understand as a condition of my employment it is my obligation at all times during my employment to fully comply with all of the responsibilities set forth in the Manual.

I also understand

- 1. That the Manual is a guide and not a contract.
- 2. That as a guide this Manual does not represent all terms and conditions of employment applicable to me.
- 3. That this Manual is not an employment agreement and I am employed at-will and either maconit® or I may terminate my employment at any time with or without cause and with or without notice.
- 4. That the policies set forth in the Manual may, and probably will be updated or otherwise modified, amended or canceled from time-to-time and that maconit® will attempt to provide me notice of such changes, but that I may not always get such notice.

Employee Signature	
Employee name - please print	
Date:	

WELCOME ABOARD!

maconit® would like to welcome you on board and hopes that your employment with us will bring you continued personal and professional growth and success.

We believe that each employee contributes directly to maconit's® growth and success, and we hope you will take pride in being a member of our team.

This Handbook provides a general guide to maconit's® expectations for its employees and outlines policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with maconit®.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,

Brock Barnett
President
maconit®

maconit, Inc.

EMPLOYEE HANDBOOK

I. EMPLOYMENT

A. NATURE OF EMPLOYMENT

Employment with maconit® is voluntarily entered into and is at-will. The employee is free to resign at any time, with or without cause. Similarly, maconit® may terminate the employment relationship at any time, with or without cause.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between maconit® and any of its employees. The provisions of this Handbook have been developed at the discretion of management and, except for its policies of employment-at-will, may be amended or canceled at any time, at maconit's® sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the President of maconit®.

B. EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at maconit® will be based on merit, qualifications and abilities. maconit® does not discriminate in employment opportunities or practices on the basis of race/color, religion/creed, sex, national origin, age, disability, veteran status, citizenship, genetic information or any other basis protected by law.

Any employees with questions or concerns about any type of discrimination in the work place are encouraged to bring these issues to the attention of their immediate supervisor or the President of maconit®. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

C. BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of maconit® is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of maconit® is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to maconit®, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

maconit® will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the maconit® for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every maconit® employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

D. PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition, romantic relationships create the potential for sexual harassment claims against maconit. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For 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. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. maconit® also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor and supervisee involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within thirty (30) calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the

employees may be separated by reassignment or terminated from employment. Consistent with maconit's® overall code of conduct, employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

E. IMMIGRATION LAW COMPLIANCE

maconit® is committed to employing only United States citizens and aliens 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. Former employees who are rehired must also complete the form if they have not completed an I-9 with maconit® within the past three (3) 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 Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

F. CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which maconit® wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the President of maconit® for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of maconit®. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of maconit's® business dealings. 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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of maconit® as soon as possible the

existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which maconit® does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving maconit®.

G. OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with maconit®. All employees will be judged by the same performance standards and will be subject to maconit's® scheduling demands, regardless of any existing outside work requirements.

If maconit® determines that an employee's outside work interferes with performance or the ability to meet the requirements of maconit® 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 maconit®.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside maconit® for materials produced or services rendered while performing their jobs.

H. NON-DISCLOSURE

maconit® places a great deal of importance on maintaining the confidentiality of information. Information is an asset to maconit® and is important to maconit's® ability to do business and remain competitive in the market.

All employees may have access to certain information, which may be considered confidential. Confidential information includes any information which was not intended to be disclosed to a third party whether inside or outside maconit®, unless on a need-to-know basis. Confidential information includes, but is not limited to: personnel information, non-public information about products, marketing, maconit's® financial information, customer information and customer databases, and maconit's® trade secrets.

Employees are not to disclose confidential maconit® information of any kind to any one inside or outside of maconit® who does not have a need or right to know.

Employees may be required to sign a non-disclosure/confidentiality agreement as a condition of employment or condition of continued employment.

Employees requesting clarification or having questions regarding confidentiality should direct them to their supervisor. Employees who violate this agreement may be subject to

disciplinary action up to and including termination. Former employees may also be subject to legal action.

The duty to preserve confidential information continues even after an employee is no longer associated with maconit®.

An employee's terms of employment, including compensation, are held in confidence by maconit® and will not be released to others. An employee's signed authorization to release such information must be given to the President of maconit® before the information is given to a third party (e.g., a mortgage application).

I. DISABILITY ACCOMMODATION

maconit® is committed to complying fully with the Americans with Disabilities Amendments Act of 2008 (ADAAA) and ensuring equal opportunity in employment for qualified persons with disabilities who can perform the essential functions of their job with or without reasonable accommodation. If a qualified individual with a disability needs a reasonable accommodation in order to perform the essential functions of his/her job, he/she needs to make their request, in writing, to the Human Resources Manager. All employment practices and activities are conducted on a non-discriminatory basis.

II. EMPLOYMENT STATUS AND RECORDS

A. EMPLOYMENT CATEGORIES

It is the intent of maconit® to clarify the definitions of employment classification so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and maconit®.

Each employee is designated as either NON-EXEMPT or EXEMPT. NON-EXEMPT employees are entitled to overtime pay in accordance with the specific provisions of federal laws for work in excess of forty (40) hours per week. EXEMPT employees are employees whose positions meet specific tests established by the Fair Labor Standards Act ("FLSA") and are excluded from overtime pay requirements. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by maconit® management.

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

- REGULAR FULL-TIME employees are those who are not in a temporary status who are regularly scheduled to work maconit's® full-time schedule. Generally, they are eligible for maconit's® benefit package, subject to the terms, conditions and limitations of each benefit program.
- W2 HOURLY employees are those who are not in a temporary status and are regularly scheduled to work maconit's® hourly schedule. W-2 hourly employees are eligible only for those benefits set forth herein as specifically applying to W-2 hourly employees, subject to the terms, conditions and limitations of each benefit program.

B. EMPLOYMENT REFERENCE CHECKS

All requests for professional or personal reference information of current or former employees will be furnished by the President of maconit®. Employees who receive such a request must forward the request to the President of maconit® who will verify the following information: *title*, *dates of employment* and *current or ending salary*. Information regarding performance, attendance and/or current standing with maconit® can also be made available following receipt of the current or former employee's written request designating the specific information to be disclosed.

C. PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify maconit® of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational

accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Manager.

D. ASSIGNMENT OF DUTIES

maconit® may make long or short-term changes to employees' assigned duties as needs arise.

E. TERMINATION OF EMPLOYMENT

Resignation is a voluntary act initiated by the employee to terminate employment with maconit®. Although advance notice is not required, maconit® requests at least two (2) week's written resignation notice from all employees. Two-week's notice means that the employee is actually working and not on paid time-off. Employees who provide two-week's notice shall be entitled to payment for all accrued but not taken paid time-off.

Employees not providing two-week's notice, or terminated by the employer, are not entitled to be paid for accrued but not taken paid time-off.

Employees will be notified of any benefits that may be continued and of the terms, conditions and limitations of such continuance.

III. EMPLOYEE BENEFITS PROGRAMS

All regular full-time employees are entitled for the following benefits if they meet eligibility retirements. Some benefit programs require contributions from employees, but most are fully paid by maconit®. All benefit questions need to be directed to the Human Resources Manager.

A. HEALTH AND DENTAL INSURANCE

maconit® covers 100% of health and dental insurance benefits for its regular full-time employees. Employees are responsible for covering the cost of their dependents if they wish to have them insured on their policy. W-2 hourly employees are also eligible for health and dental insurance benefits but must join at their own expense.

Employees become eligible for coverage the first of the month following the date of hire or July 1st, after open enrollment. Eligible employees may participate in the health and dental insurance plans subject to all terms and conditions of the agreement between maconit® and the insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description ("SPD"). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees.

B. FLEXIBLE SPENDING ACCOUNTS

maconit® offers its regular full-time and W-2 employees the opportunity to set aside a portion of their earnings to pay for qualified medical and dependent expenses. Because flexible Spending Accounts (FSA) contributions are deducted from paychecks before taxes are withheld, taxable income is reduced. Benefits begin the first pay period following the employee's start date or August 1st, after open enrollment.

C. LIFE INSURANCE

maconit® makes life and accidental death and dismemberment (AD&D) insurance available for eligible regular full-time and W-2 employees at no cost to the employee. To be eligible, there is a six month waiting period following the employee's start date. Each employee is covered with \$50,000 in basic life and \$50,000 for AD&D. Age reductions apply. Details of the life insurance plan are described in the Summary of Coverage.

D. SIMPLE IRA

maconit® offers a tax-deferred retirement plan for its regular full-time and W-2 employees. With a SIMPLE IRA, employees reduce their current taxable earnings, while saving for retirement at the same time. maconit® makes matching contributions dollar-for-dollar up to 3% of the employee's compensation. Employees may begin contributions every January 1st. Eligibility is limited to employees who are reasonably expected to receive \$5,000 in compensation for the calendar year and earned \$5,000 in compensation the calendar year before.

E. LEAVE BENEFITS

1. PAID TIME OFF (PTO)

PTO is an all-purpose time-off policy for regular full-time employees to use for vacation, illness or injury, personal business, holidays and employee birthdays. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy. Regular full-time employees are eligible to earn and use PTO as described in this policy:

PTO is accrued at the rate of two days per month for full time employees and can be used after PTO is earned. Those days include (6) designated holidays:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

PTO can be used in quarter hour intervals. maconit® will allow employees to carry over up to 40 hours of PTO per calendar year (January to December). Any accrued,

unused PTO over the maximum amount earned on January 1st of each calendar year is forfeited.

Employees may carry a negative balance of up to forty (40) hours PTO upon request. Additional time off must be taken as leave without pay. Such requests will be approved on a case by case basis. Interested employees should submit their requests to maconit's® President through the Human Resources Manager.

Employees who have an unexpected need to be absent from work should notify their immediate supervisor as well as maconit's® Human Resources Manager before the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of unexpected absence.

Suggested Schedule of Annual PTO

- 15 Vacation Days
- 6 Holidays
- 2 Wellness Days
- 1 Birthday
- 24 Total Days (192 Total Hours)

2. MILITARY LEAVE

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

The leave will be unpaid. However, employees may use any available paid time off for the absence. PTO accruals will be suspended during the leave and will resume upon the employee's return to active employment.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

3. JURY DUTY

An employee called to jury duty must notify the Human Resources Manager immediately.

Any employee who serves as a member of a jury is permitted to be absent without loss of pay (with an offset for jury compensation received) and the absence is not charged to paid time off. If the employee is released from jury duty before noon, he/she is

expected to report to work for the remainder of the day. Compensation received for a jury duty appearance will be offset against the employee's regular pay. The employee is required to provide a statement from the court verifying the amount of compensation received for the jury service.

4. BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor and the Human Resources Manager immediately.

Up to 2 days of paid bereavement leave will be provided to regular fulltime employees. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

maconit® defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

5. FAMILY AND MEDICAL LEAVE (FMLA)

It is the policy of maconit® to comply with the Family and Medical Leave Act (FMLA). maconit® will grant eligible employees up to 12 weeks or 480 hours of unpaid family and medical leave during a 12 month period for the following reasons:

- birth and care of a newborn child,
- placement of a child for adoption or foster care,
- care for a spouse, son, daughter or parent with a serious health condition,
- serious health condition of employee that makes the employee unable to perform the functions of his/her position
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty, or has been notified of an impending call or order to active duty in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member, who is recovering from a serious illness or injury sustained in the line of duty while on active duty, will be provided with up to 26 weeks of unpaid leave during a single 12 month period.

F. WORKERS COMPENSATION

As required by Virginia law, maconit® provides Workers Compensation insurance for employees who incur a work-related injury or illness. To file a claim for workers compensation, employees are required to immediately notify the supervisor and the Human Resources Manager.

G. WELLNESS

Helping employees develop and maintain a healthy lifestyle is important to maconit®. Employees who register for qualifying fitness events (i.e. running, bicycling) will be reimbursed their entrance fee and be given a t-shirt to wear to the event. Interested employees should contact the Human Resources Manager to confirm event eligibility.

IV. TIMEKEEPING/PAYROLL

A. TIMEKEEPING

Accurately recorded time worked is the responsibility of every non-exempt employee. Federal and state laws require maconit® to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Signed copies of timesheets must be faxed each Monday to the maconit® office at (804) 768.8708.

For purposes of calculating overtime, a workweek begins on Sunday at 12:01 a.m. and ends on the following Saturday at 12:00 p.m.

B. PAYDAYS

All employees are paid on the maconit® regular payroll schedule of every other Friday. The date of the first paycheck will depend on the employee's start date.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to maconit®. Employees will receive an itemized statement of wages when maconit® makes direct deposits. This statement is available by email through FileGuard, a securitized application from our payroll company.

C. PAY ADVANCES

In the event of a personal emergency, regular full-time and W-2 hourly employees may submit a written request for a pay advance to maconit®, indicating the nature of the emergency involved. The President will evaluate the request and determine whether a pay advance can be granted. Pay advance determinations are made in the sole discretion of maconit® and may be denied for any reason.

D. ADMINISTRATIVE PAY CORRECTIONS

maconit® 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 the Human Resources Manager so that corrections can be made as quickly as possible.

E. PAY DEDUCTIONS AND SETOFFS

The law requires that maconit® make certain deductions from every employee's compensation. Among these are applicable federal, state and local income taxes. maconit® must also deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." maconit® matches the amount of Social Security taxes paid by each employee.

maconit® offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact the Human Resources Manager.

Employees who owe a debt or obligation to maconit® will be requested to provide signed written permission for the debt or obligation to be paid out of future checks owing from maconit® to the employee.

V. WORK CONDITIONS AND HOURS

A. WORK SCHEDULES

The normal work schedule for all employees is eight (8) hours per day, five (5) days per week. Employees are to follow the specific guidelines of the individual clients for whom they are working. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Should an employee need to miss work for sickness or otherwise, they should immediately contact their client manager and leave a message at **804-768-7682** or send an e-mail to brockbarnett@maconit.com.

B. USE OF CELL TELEPHONES

Employees with cell telephones must abide by client protocol while on site.

C. EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, power failures or natural disasters can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. Employees are to follow the guidelines of the individual client for whom they are working. In all circumstances, employees are to use their sound judgment in determining whether to travel to work in inclement weather.

D. BUSINESS TRAVEL EXPENSES

maconit® will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The President of maconit® must approve all business travel in advance.

Reasonable and necessary costs of travel, meals, lodging, parking, and other expenses directly related to accomplishing business travel objectives will be reimbursed by maconit®.

Employees who are involved in an accident while traveling on business must promptly report the incident to the President of maconit®. Vehicles owned, leased, or rented by maconit® may not be used for personal use without prior approval.

When travel is completed, employees should submit complete and accurate travel expense reports within fifteen (15) days. Receipts for all individual expenses must accompany reports.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Per diems will be paid at each city location via IRS per diem guidelines.

E. VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities of maconit® and all maconit® clients, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, extreme discretion should be used regarding visits from family and friends of employees.

F. USE OF maconit's® FACILITIES, OFFICE EQUIPMENT & SUPPLIES

maconit's® supplies, copiers, postage meter, facsimile equipment, other support equipment and support personnel are for maconit's® business and may not be used for personal needs without the prior approval of the President of maconit®. All related costs for such use will be billed to the employee.

Incoming and outgoing personal telephone calls during work hours should be confined to those that are absolutely necessary, should be kept to a minimum and must not interfere with work. Improper personal telephone use during working hours may result in disciplinary action up to and including termination. Employees are expected to pay for personal toll calls, facsimile transmissions, copies, deliveries, etc. at the rate currently paid by clients.

USE OF maconit's® ELECTRONIC COMMUNICATIONS AND INFORMATION SYSTEMS

All maconit® electronic communications systems, including telephone and facsimile equipment, PC workstations, notebook computers, related peripheral and communications equipment, operating systems, workstation software and applications software are the property of maconit® and should be used primarily for maconit® related purposes. Only maconit® employees are authorized to utilize maconit's® electronic communications systems. Employees may not use unauthorized codes, passwords, or other means to gain access to another employee's voice mail, e-mail or other communications system information.

The maconit® electronic communications systems may not be used for commercial or illegal activity, for personal gain, or for any purpose that may be disruptive to others.

maconit's® electronic communications hardware and software must remain on maconit's® premises at all times with the exception of "portable" equipment that may be assigned to employees by the President of maconit®. Non-portable equipment may be removed from maconit's® premises only with the approval of the President of maconit®. The care and safety of all these items and the confidentiality of information that they contain are the responsibility of the employee to whom the items are assigned. Modification of software or hardware components by persons other than maconit's® staff is strictly prohibited without prior

authorization from the President of maconit®. Employees may be held personally liable for any damage or theft occurring to maconit®'s equipment while entrusted to the employee's care.

Any purchase and/or installation of "special" software for use with maconit®-owned electronic communications equipment must first be approved by the President of maconit®. Requests for such purchases and/or installations must be made in advance to the President of maconit® and should be timely in nature so that adequate due diligence can be performed by maconit's® staff prior to any approval.

Additional pieces of electronic communications equipment, such as laptop computers, projectors, etc., may be available for use on client- or maconit®-related projects and if available, may be "checked out" by request to the President of maconit®. All requests should be timely in nature in order to avoid problems of availability. The care and safety of these items are the responsibility of the employee to whom the items have been checked out. Should damage or loss of parts occur, the responsible employee may be held personally liable.

All computer system software and related documentation used by maconit® has been copyrighted by its owners and developers. Unauthorized use or copying of software and/or related documentation could violate maconit's® licensing agreements with the owners and developers as well as federal copyright laws. Special care must be taken to ensure that such software and related documentation are used only in the manner permitted by the software's owners and developers. Copyright infringement is a federal offense, subject to civil damages and criminal penalties. Violation of any copyright law could severely jeopardize both maconit® and the employee.

To avoid copyright problems, software and related documentation will not be copied in any manner (including photocopying documentation, loading software into multiple computers or using on local area networks) without prior authorization from the President of maconit®.

All electronic equipment referenced herein is considered maconit's® equipment. maconit® reserves the right to search or review any information stored on such equipment, at any time, with or without notice to the employee. All employees consent to such searches or review of information as a condition of employment.

Employees are prohibited from attempting to break into the computer system of another organization or person using maconit's® electronic communication systems.

Employees must not jeopardize the security of maconit's® electronic communications systems.

As with all maconit® policies, this policy may be modified by maconit® at any time. Violations of this policy can result in disciplinary action, up to and including termination.

G. ELECTRONIC MAIL/INTERNET ACCESS AND USAGE POLICY

The purpose of the Electronic Mail/Internet Access and Usage Policy ("Policy") is to provide guidelines and roles for electronic mail and Internet usage for employees of maconit® who will be using maconit's® computer, electronic mail system, website, and/or Internet connection (collectively called "Computer System"). All of maconit's® automated systems, including electronic mail, voicemail, Internet access and electronic storage systems are maconit's® property and employees should not have any expectation of personal privacy in these systems. Employees are also responsible for understanding and following client policies regarding Electronic mail/Internet Access and Usage.

- The Computer System is the property of maconit® and should be used primarily for maconit® purposes. During working hours employees are strongly discouraged from using the Computer System, including accessing the Internet and sending and/or receiving e-mails, for personal reasons. Although maconit® understands that its employees may, on occasion and during non-working hours (e.g., lunch and/or before or after the workday) use the Computer System, such personal use should be minimal and take into account the best interests of maconit®. Abuse will be subject to disciplinary action, up to and including termination.
- Messages or other data sent through maconit's® Computer System or stored on the Computer System are considered the property of maconit® and may be monitored, viewed, copied, modified and/or deleted at the discretion of maconit®. maconit® reserves the right to monitor and record the Internet usage and file server utilization of all employees. maconit® further reserves the right to suspend individual user access to e-mail or the Internet for violation of maconit's® e-mail and Internet policies.
- Electronic mail and attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents. Electronic mail can be forwarded to others, printed on paper and subjected to possible discovery during litigation. Every Internet posting and email message should be professional, courteous and accurate and in the best interests of maconit®. Examples of inappropriate transmissions, include, but are not limited to, sending or posting messages that defame or slander others; sending or posting messages that could damage maconit's® image or reputation; sending or posting chain letters, solicitation or advertisements not related to business purposes or activities, sending anonymous e-mails.
- E-mail, the Internet, the website and other information systems of maconit® should not be used in a way that may be disruptive, offensive or harmful to others, or may bring disrespect upon maconit®. Specifically, maconit® strictly prohibits any display or transmission of material that could be construed as creating a hostile work environment or would be considered offensive to others. This includes sexually explicit or obscene images, messages or cartoons, or the transmission or use of e-mail communications that contain ethnic slurs, racial epitaphs or anything that could be construed as harassment or disparagement of

others based on their race, color, national origin, sex, age, disability, religion/creed, veteran status, citizenship, marital status or any other basis prohibited by law. Access to sexually explicit or offensive Internet sites is strictly prohibited.

- If an employee receives unsolicited prohibited material over maconit's® Computer System, the employee must refrain from disseminating such materials to other persons either within or outside maconit® and should inform the sending party that the receipt of such information violates the policies of maconit® and take all necessary steps to ensure that such information is not received again.
- Deleting electronic mail messages does not necessarily mean the message cannot be retrieved from maconit's® computer system. For a specific period of time maconit® retains back-up copies of all documents including electronic mail messages produced and received on maconit's® Computer System.
- Use of electronic mail or the Internet to distribute or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without authorization is prohibited. Employees shall respect all copyright and license agreements regarding software or publications they access or download from the Internet. maconit® will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement.
- E-mail messages currently are not encrypted. Unencrypted e-mail is not a secure way of exchanging information or files. Messages may be intercepted, and it is possible for someone other than the intended recipient to capture, store, read, alter and/or redistribute your message. Do not transmit information in an electronic mail message that should not be written in a letter, memorandum or document available to the public. Each user should take the necessary steps to prevent unauthorized disclosure of confidential information.
- Computer viruses can become attached to executable files and program files. Receiving and/or downloading executable files and programs via electronic mail or the Internet to maconit's® Computer System without express permission of the President of maconit® is prohibited. This includes, but is not limited to, software programs and software upgrades. All downloaded files must be scanned for viruses. Employees shall only download information and/or publications for business purposes.
- Employees may not engage in any unauthorized transactions that may incur a cost to maconit® or initiate unwanted Internet services and/or transmissions.
- As with all maconit's® electronic information systems, E-mail may not be used for commercial or illegal activities, for personal gain, or any purpose that would be disruptive to others.

- As with all maconit's® policies, this Policy may be modified by maconit® at any time.
- Any employee who violates the provisions of this Policy shall be subject to all appropriate discipline, up to and including termination.

VI. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

To ensure orderly operations and provide the best possible work environment, maconit® expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. Employees who fail to meet maconit's® standards for performance or personal conduct, or who fail to comply with other maconit's® policies, may be subject to disciplinary action up to and including termination at the sole discretion of maconit®. Disciplinary measures may include, but are not limited to, any or all of the following:

- 1. verbal warning
- 2. written warning
- 3. probation
- 4. suspension
- 5. discharge
- 6. other appropriate action

There is no specific disciplinary procedure that must be followed and employee's employment is at-will at all times. Disciplinary action may depend on the nature of the infraction. Disciplinary action, up to and including termination, is at the sole discretion of maconit®. An employee's work record, prior disciplinary offenses, seriousness of the infraction and any mitigating circumstances may be taken into consideration.

The following are examples of maconit's® standards for performance and/or personal conduct:

- The employee shall represent maconit® by presenting himself/herself in a positive, professional, ethical and appropriate manner at all times.
- The employee is expected to demonstrate respect, fairness, honesty and courtesy to all members of maconit®, its clients, visitors and other individuals with whom he/she interacts during the course of conducting business for maconit®.

- The employee must treat all maconit® employees, customers, visitors, and the public with respectful communication and actions. Use of profanity or offensive language is prohibited.
- The employee must not violate the law on maconit's® premises or be convicted for criminal acts of conduct occurring on or off the job that would negatively affect job performance or conflict with the best interests of maconit® or its clients.
- The employee must devote substantially his/her full time and attention to the business of maconit® and shall faithfully perform the employee's job duties to the very best of his/her ability.
- The employee must disclose all material facts and information to maconit's® management that may impact maconit's® business.
- The employee must take all reasonable efforts to protect and safeguard maconit® property from harm, damage, or misuse.
- The employee must follow his/her supervisor's instructions, must cooperate and not engage in insubordination.
- The employee must comply with all maconit® policies and procedures, unless management has expressly approved an exception.
- The employee must fully cooperate with all of maconit's® internal investigations.
- The employee must not remove any of maconit's® documents (paper or electronic) or property from maconit's® facilities, unless the employee has express authorization from management.
- The employee must not use maconit's® property, services, or documents for personal use or personal financial gain. The employee must not contact or approach maconit's® customers for the employee's personal financial gain.
- The employee must not engage in dishonesty or falsification of maconit's® documents or records including employment applications, personnel records, and time sheets.
- The employee must not place long distance personal telephone calls without paying for them, or make or receive excessive personal telephone calls during working hours.
- The employee must not be convicted of a moving traffic violation while on maconit® business.
- The employee must not violate a safety rule or practice, or create or contribute to an unhealthy or unsanitary condition.

- The employee must not engage in fighting or threatening violence in the workplace.
- The employee must not engage in boisterous or disruptive activity in the workplace.
- The employee must not engage in negligent or improper conduct leading to damage of employer-owned or customer-owned property.
- The employee must not smoke in prohibited areas.
- Possession of dangerous or unauthorized materials such as explosives or firearms is prohibited in the workplace.
- The employee must not engage in unsatisfactory performance or conduct, including but not limited to unexcused tardiness or absenteeism.
- The employee must not leave the worksite without permission during work hours and work overtime as required.
- Other circumstances and/or conduct for which disciplinary action is warranted.

A. DRUG AND ALCOHOL ABUSE

maconit® is committed to the health and safety of our employees, the quality of the services we provide, the efficient operation of our organization, and the well being of the public. As such, employees of maconit® are expected to maintain a drug-free work environment and to promote the eradication of illegal drugs in the workplace.

An employee found to be under the influence of, or possessing, manufacturing, distributing, transferring, purchasing or selling illegal drugs or possessing illegal drug paraphernalia on maconit's® premises, or while on assignment for maconit®, will face disciplinary action up to and including immediate termination. The use of alcohol, or the abuse of over-the-counter or prescription drugs on maconit's® premises, or while on assignment for maconit®, may result in disciplinary action up to and including immediate termination. The legal use of prescribed drugs is permitted on-the-job if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. If as a result of an employee's use of prescription medication, the employee desires to be considered for Family and Medical Leave Act (FMLA) leave, or desires to request consideration for reasonable accommodation, they need to make the request to the Human Resources Manager.

maconit® reserves the right to require applicants and/or employees to be screened for illicit drug use and/or alcohol use at any time. maconit® further reserves the right to search maconit's® property, including employee workstations, at any time. Violators of this policy will be subject to disciplinary action up to and including termination.

B. NON-HARASSMENT

Harassment of applicants and employees on the basis of sex (including sexual harassment) or race/color, age, religion, national origin, veteran status, disability, citizenship, marital status, genetic information or any other basis prohibited by law is unacceptable and will not be tolerated. We will not allow our employees to be harassed by anyone, including any manager, supervisor, co-worker, vendor or client of maconit®.

<u>Sexual Harassment</u>. Federal guidelines define sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- □ Submission to the conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- □ Submission to or rejection of the conduct by an individual is a basis for employment decisions affecting such individual; or
- □ The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct of a sexual nature includes, but is not limited to, unwelcome verbal comments, jokes, suggestions, or derogatory remarks based on sex; unwelcome physical touching, pats, squeezes, repeated brushing against, or the impeding or blocking of one's movement; unwelcome visual harassment, sexually suggestive or derogatory pictures, drawings, or cartoons; and unwelcome communications, notes, phone calls, and E-mail.

Other Unlawful Harassment. Harassment on other grounds, including race/color, age, religion, national origin, veteran status, disability, citizenship, marital status, genetic information or any other basis is also prohibited by law. Harassment includes words, jokes, verbal abuse and epithets, degrading comments, the display of offensive objects and pictures, and other conduct that an individual might reasonably find to be offensive.

<u>Procedure</u>. Employees who feel that they have experienced or witnessed an incident of sexual or other unlawful harassment should immediately report all incidents to the Human Resources Manager. Likewise, any person who becomes aware of possible sexual or other unlawful harassment must immediately notify the Human Resources Manager. All concerns and complaints will be investigated promptly and thoroughly, and will be kept confidential to every extent possible. Employees may raise concerns and bring forth complaints without fear of retaliation or disciplinary action.

Anyone engaging in sexual or other forms of unlawful harassment will be subject to disciplinary action up to and including termination. Any individual who knowingly makes a false claim of sexual or other form of unlawful harassment will be subject to appropriate disciplinary

action up to and including termination. Any questions pertaining to this policy should be addressed to the Human Resources Manager.

C. WORKPLACE VIOLENCE

maconit® is very concerned for the safety and well being of its employees, clients and vendors. Violence or conduct that creates the threat of violence to maconit's® employees, clients or vendors will not be tolerated. maconit® will work swiftly and closely with law enforcement personnel in response to any threat of violence.

This policy is intended to govern behavior that may cause injury, or fear of injury, to a maconit® employee, client or vendor. Examples of violent behavior include verbal abuse, physical assault, stalking, verbal threats, destruction of property and the carrying and/or use of weapons. The possession of weapons, specifically handguns, whether licensed or otherwise, is strictly prohibited on maconit® property or while conducting business on behalf of maconit®. Employees who behave violently, or who threaten violence, may be subject to disciplinary action up to and including termination.

Employees who wish to report their concerns about actual or potential workplace violence should contact their supervisor, or the Human Resources Manager. All information will remain confidential to the fullest extent possible.

Managers and supervisors are responsible for working to maintain a workplace free from harm and violence. maconit® reserves the right to take whatever action is deemed necessary and in the best interest of its employees, clients, vendors and property when dealing with and/or confronting issues of violence.

D. SMOKING

In order to promote the health and well being of employees, clients and visitors, smoking is prohibited in all areas of maconit's® offices.

E. ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, maconit® expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on maconit®. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

F. PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image maconit® presents to customers and visitors.

During business hours or when representing maconit®, you are expected to present a clean, neat and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Dress is business casual at maconit's® premises and is to be in accordance with the client's discretion for those working off-site. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

G. RETURN OF PROPERTY

Employees are responsible for all maconit® property, materials or written information issued to them or in their possession or control. On or before their last day of work, employees must return all Maconit property.

H. SECURITY INSPECTIONS

maconit® wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, maconit® prohibits the possession, transfer, sale or use of such materials on its premises. maconit® requires the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices may be provided for the convenience of employees, but remain the sole property of maconit®. Accordingly, any agent or representative of maconit® can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

I. SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by maconit® may not solicit or distribute literature in the workplace at any time for any purpose.

maconit® recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty).

VIII. REFERRAL FEE

All employees are entitled to earn a referral fee for each new employee referred. Amounts will vary depending on the nature of the hire/placement and all referral fees will be paid ninety (90) days after each new employee's start date.

IX. CONTACT INFORMATION

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