



MULTIPOINT WIRELESS LLC

SCHEDULE “B”

EMPLOYEE HANDBOOK



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Section 1

Introduction/Welcome Letter

1:1 Welcome to Multipoint Wireless LLC!

We are glad to have you as part of our team. You were hired because we believe you can dedicate yourself to high standards of excellence and quality that will ultimately contribute to the success of our business. We value each one of our employees, and we hope that you find your work here rewarding and satisfying.

Multipoint is committed to quality and unparalleled customer service in all aspects of our business. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your employment here.

At Multipoint, we pledge to provide distinctive quality and unparalleled customer service as we strive to gain the respect and trust of our Clients.

The success of Multipoint is determined by our success in operating as a unified team. We have to earn the trust and respect of our Clients every day in order that the customer makes the decision to choose our services.

Productive and dedicated employees, who are encouraged to contribute toward the success of our business, build our success. Your job, every job, is essential to fulfilling our mission everyday to the people who trust and respect us. The primary goal of Multipoint, and yours, as one of its employees, is to live our mission statement. It is the desire of Multipoint to have employees succeed in their job, and be part of achieving our goals.

1:2 The Purpose of This Handbook

Please use this handbook as a ready reference as you pursue your employment with Multipoint. Additionally, the handbook assures good management and fair treatment of all employees. At Multipoint, we want to recognize the contributions of all employees. We think that employees are happier and more valuable if they know what they can expect from our Company and what our Company expects from them. Please incorporate that information into your day-to-day job performance, striving to meet our Company's values in everything you do.

The remainder of this Handbook will familiarize you with the privileges, benefits, and responsibilities of being an employee at Multipoint. Please understand that this Handbook can only highlight and summarize our Company's policies and practices. For detailed information, please talk to your Recruiter or Human Resources.

At Multipoint, as in the rest of the world, circumstances are constantly changing. As a result, we may have to revise, rescind, or supplement these policies from time to time. Nothing in this Handbook is a contract or a promise. The policies herein can change at any time, for any reason, without warning.

We are always looking for ways to improve communications with our employees. If you have suggestions for ways to improve this Handbook in particular or employee relations in general, please feel free to bring them to the attention of Human Resources for approval.



1:3 Questions/Comments

We are fortunate enough to have a human resources manager available to answer your questions and make Multipoint run more smoothly. In fact, the policies in this handbook often refer you to the human resources department for more information or to obtain help.

Again, welcome aboard!

Respectfully,

Eli Omar, Vice President
For Multipoint Wireless LLC



Section 2

The Employment Relationship

2:1 Employment Is "At Will"

We are happy to welcome you to Multipoint. We sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment at Multipoint. Your employment here is therefore *at will*. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason, with or without notice, with or without cause.

No employee or Company representative, other than *Eli Omar*, Vice President, has the authority to change the at-will employment relationship or to contract with any employee for different terms of employment. Furthermore, Multipoint may change the at-will employment relationship, at any time, in writing, signed by Eli Omar and the employee. Nothing in this Handbook constitutes a contract or promise of continued employment.



Section 3

Equal Employment Opportunity

3:1 Commitment to Equal Opportunity

Multipoint believes that all people are entitled to equal employment opportunity. We follow state and federal laws prohibiting discrimination in hiring and employment. We do not discriminate against employees or applicants on the basis of race, religion, color, sex, national origin, age, disability, handicap, or veteran's status.

3:2 Recruitment

Multipoint searches widely as possible for talented and motivated individuals to fill vacant positions in our Company. We encourage our employees to share with us their ideas about what more we can do to find and recruit talented and motivated individuals.

We conduct all recruiting in a fair and nondiscriminatory manner.



Section 4

New Employee Information

4:1 New Employee Introduction

Within a day or two of starting work, you will receive an introductory email with important information about our Company's policies and procedures. You will also be asked to complete paperwork and forms relating to your employment, such as tax withholding forms, emergency contact forms, and benefits paperwork.

Please feel free to ask any questions you might have about the Company in response to this. If additional questions come up after the meeting, you may email or call your Recruiter or Human Resources Manager.

4:2 Orientation Period

The first 90 days of your employment are an orientation period. During this time, your supervisor will work with you to help you learn how to do your job successfully and what the Company expects of you.

When your employment begins, you will communicate with your Recruiter who will explain our benefits and payroll procedures and assist you in completing your employment paperwork. You will also meet with your supervisor to go over your job goals and performance requirements. During the orientation period, your supervisor will give you feedback on your performance and will be available to answer any questions you might have.

Employees are eligible for health benefits the first day of the following month, after their first date of hire at Multipoint.

Although we hope that you will be successful here, the Company may terminate your employment at any time, either during the orientation period or afterwards, with or without cause and with or without notice. You are also free to quit at any time and for any reason, either during the orientation period or afterwards, with or without notice. Successful completion of your orientation period does not guarantee you a job for any period of time or in any way change the at-will employment relationship. (For an explanation of at-will employment, see Section 2 of this Handbook.)

4:3 Proof of Work Eligibility

Within three business days of your first day of work, you must complete Federal Form I-9, Employment Eligibility Verification form and show us documentation proving your identity and your eligibility to work in the United States. The federal government requires us to do this.

If you have worked for Multipoint previously, you need only provide this information if it has been more than three years since you last completed an I-9 Form for us or if your current I-9 Form is no longer valid.

4:4 Child Support Reporting Requirements

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe



child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations.

4:5 Pre-Employment Background Checks

As required by our Clients, Multipoint conducts pre-employment background checks as an essential part of the hiring process.

Multipoint will ensure that all background checks are conducted in compliance with all federal and state statutes, such as the Fair Credit Reporting Act.

This background check may include, but not be limited to Social Security number, motor vehicle operation history/driving records, workers' compensation information and criminal history to the extent allowable by local, state, and federal agencies.

Upon hire, you will be furnished with a *Disclosure and Authorization to Obtain Information Form*, with your Offer Letter. You may retain a copy of this Report for your records. If you wish to do so, please indicate "yes" when filling out the Form. All information gathered from the background check process will only be used as part of the employment process and kept strictly confidential.

If you have any questions pertaining to this Form or Multipoint's background check procedure, contact Human Resources.



Section 5

Hours

5:1 Hours of Work

Your supervisor will let you know your work schedule, including what time you will be expected to start and finish work each day.

All employees are expected to be punctual and start work, when required to do so. Unless you make other arrangements with your supervisor, you are expected to work until the end of your shift.

If you wish to change shifts permanently, talk to your supervisor. Although the Company will consider all requests to change shifts, we cannot guarantee that any particular request will be granted.

5:2 Per Diem Hours TBD

5:3 Meal and Rest Breaks

Employees are allowed a 15-minute break every 4 hours. In addition, all employees who work an 8-hour day are entitled to take a 30-minute meal break.

Please talk to your supervisor to find out whether there are any rules for scheduling meal/rest breaks at work.

5:4 Overtime

On occasion, we may ask employees to work beyond their regular work hours. We will attempt to give employees advance notice when overtime work is necessary; however, it will not always be possible to notify you in advance.

If you are unable to work overtime, due to extenuating circumstances, please talk to your supervisor.

Section 6

Pay Policies

6:1 Payday

Employees are paid bi-weekly, via direct deposit to your checking account. You will receive your paycheck on a Friday. If a payday falls on a holiday, you will receive your paycheck on the last workday immediately before that payday.

6:2 Time Cards

You are required to properly fill out your time card, per the Client's guidelines and submit it to your supervisor before the end of your workday, on Monday.

6:3 Accessing Your Pay Stub

For your convenience, Multipoint offers easy online access to your bi-weekly pay stubs, via *Intuit Payroll Service*.

Upon initial employment, you will receive an automated email from Intuit Workplace (notify@workplace.intuit.com)

In the email you will see: '**Sign in to Multipoint Wireless, LLC – ViewMyPaycheck**'. Click on the button to access the Intuit Workplace (also known as ViewMyPaycheck website). You will require an Intuit Account to get started. Click on the '**Create Account**' button on the bottom left corner of the web page and follow the instructions on the website to create you account.

You must use the same email ID to create your account on which you will receive the invitation email.

If you do not receive an email with your account information within 1 week of your start date, please contact our Payroll Department at: a.sheth@multipointllc.com

If you have any questions concerning payroll, please contact the payroll department; DO NOT call Intuit Payroll Service.

Intuit ViewMyPaycheck Troubleshooting Instructions

In case you have had issues accessing your pay stubs please read the follow 'Frequently Asked Questions (FAQ's)' to gain access to your pay stubs.

Frequently Asked Questions (FAQ's)

- ❖ [What do I do if I don't have \(or don't know if I have\) an Intuit Account?](#)
- ❖ [What if the application says I already have an Intuit Account?](#)
- ❖ [What if I have an Intuit Account, but still can't sign in?](#)
- ❖ [I'm an employee. What if I can sign in to ViewMyPaycheck, but haven't been granted access to the application?](#)
- ❖ [Still having problems signing in?](#)

- ❖ If you can sign in to ViewMyPaycheck with your Intuit Account user ID and password, but can't see any of your paycheck information, your employer may not have invited you to ViewMyPaycheck. Do one of the following:

- ❖ **What do I do if I don't have (or don't know if I have) an Intuit Account?**

ViewMyPaycheck is built as an [Intuit Workplace Application](#), which uses a universal account that enables you to use a single user ID and password to securely sign in to several of Intuit's online services, such as TurboTax.com or Quicken.com. If you don't have an Intuit Account, don't worry - signing up is easy and it's free. Just create one on the [Intuit Workplace App Center](#).

If you're not sure if you have an Intuit Account, use your email address and the [Forgot User ID](#) application to check. This application retrieves any Intuit Account user IDs associated with the email address. You can sign in to ViewMyPaycheck with the Intuit Account user ID and password.

The screenshot shows the Intuit website header with the logo and navigation links: My Downloads, My Account, Order Status, and Quick Links. Below the header is a grey bar with the title 'Forgot User ID' and a progress indicator showing three steps: 1 Enter E-mail Address (active), 2 Retrieve User ID, and 3 Sign In. The main content area is titled 'Step 1: Enter Your E-mail Address'. It contains a label 'E-mail Address:' followed by a text input field. Below the input field is an orange 'Continue' button. At the bottom of the form, there are two links: '> Sign In Help' and '> Lost Access to E-mail'.

If you don't remember your password for your Intuit Account user ID, you can use the [Forgot Password](#) application to reset your password.

The screenshot shows the Intuit website header with the logo and navigation links: My Downloads, My Account, Order Status, and Quick Links. Below the header is a grey bar with the title 'Forgot Password' and a progress indicator showing three steps: 1 Enter User Info (active), 2 Receive Security PIN, and 3 Reset Password. The main content area is titled 'Step 1: Enter Your User Information'. It contains a label 'User ID:' followed by a text input field. Below the input field is a link 'Forgot Your User ID?'. Below that is an orange 'Continue' button. At the bottom of the form, there is one link: '> Sign In Help'.

❖ **What if the application says I already have an Intuit Account?**

Intuit Workplace App Center

Create your Intuit Account

Your Intuit Account can be used to access all Intuit online services.

All fields are required.

A user with the same Email address exists.



Enter your email address and choose a password

Email address:

Password:

Confirm password:

An Intuit Account is a universal account that enables you to use a single user ID and password to securely sign in to several of Intuit's online services, such as TurboTax.com or Quicken.com. So if you have used an Intuit online service like TurboTax.com, you already have an Intuit Account.

To find your Intuit Account user ID, use your email address and the [Forgot User ID](#) application to check. This application retrieves any Intuit Account user IDs associated with the email address. You can sign in to ViewMyPaycheck with the Intuit Account user ID and password.

If you don't remember your password for your Intuit Account user ID, you can use the [Forgot Password](#) application to reset your password.

❖ What if I have an Intuit Account, but still can't sign in?

If you *know* you have an Intuit Account, use your email address and the [Forgot User ID](#) application to verify your user ID. The Forgot User ID application retrieves any Intuit Account user IDs associated with the email address. You can sign in to ViewMyPaycheck with the Intuit Account user ID and password.

If you don't remember your password for your Intuit Account user ID, you can use the [Forgot Password](#) application to reset your password.

❖ **I'm an employee. What if I can sign in to ViewMyPaycheck, but haven't been granted access to the application?**

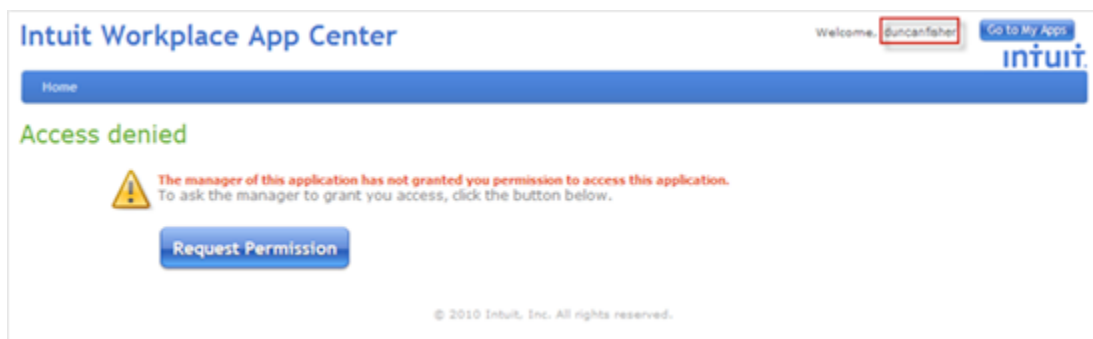
If you can sign in to ViewMyPaycheck with your Intuit Account user ID and password, but can't see any of your paycheck information, your employer may not have invited you to ViewMyPaycheck. Do one of the following:

- Go to <http://workplace.intuit.com> and sign in to [verify your Intuit Account user ID and email address](#).
- Click **Go to My Apps** (if applicable).
- Click **My Account** (at the top-right side of the window).
- Click **User Profile** from the list on the left side of the window and verify the user ID and email address.

The user ID is what the employee uses to sign in the ViewMyPaycheck and the email address is where all email communications are sent. In many cases, the user ID and the email address are the same. However, if the employee has set up a different user ID or email address for the Intuit Account, then be sure to **send the ViewMyPaycheck invitation to the user ID** instead of the email address.

OR

- If you get the following prompt, locate your Intuit Account user ID (highlighted below) in the upper-right corner of the window.



Once you've verified your Intuit Account user ID, ask your employer to use it to [re-invite you to ViewMyPaycheck](#).

❖ **Still having problems signing in?**

If you continue to have problems signing in to ViewMyPaycheck, [contact ViewMyPaycheck Support](#).

Do not contact us. [ViewMyPaycheck Support](#) experts can assist you in a better and quicker manner to help you gain access to your pay stubs.

6:4 Payroll Deductions

Your paycheck reflects your total earnings for the pay period, as well as any mandatory or voluntary deductions from your paycheck. Mandatory deductions are deductions that we are legally required to take. Such deductions include federal income tax, Social Security tax (FICA), and any applicable state taxes. Voluntary deductions are deductions that you have authorized.

If you have any questions about your deductions, or wish to change your federal withholding form (Form W-4), contact Human Resources.

6:5 Expense Reimbursement

From time to time, employees may incur expenses on behalf of Multipoint. We will reimburse you for the actual work-related expenses you incur, as long as those expenses are reasonable and approved by the Client. In order to get reimbursed:

- Get permission from your supervisor before incurring an expense
- Keep a receipt or some other proof of payment for every expense
- Submit your original receipts, along with an expense report, via mail to Multipoint for approval

You are responsible for submitting your approved expense report to our Payroll Department.

You will receive your reimbursement from Multipoint upon receipt of the original expense report and related receipts.

Remember that you are spending the Company's money when you pay for business-related

expenses. We expect you to save money wherever possible. If an expense is in question, talk to your supervisor.

For a copy of an Expense Reimbursement Form, contact the Payroll Department.

6:6 Mileage Reimbursement

Employees who use their own vehicle for Company business will be reimbursed for mileage as per IRS guidelines. Employees are not entitled to separate reimbursement for gas, maintenance, insurance, or other vehicle-related expenses.

The Company does not reimburse employees for their commute to and from the workplace. To claim mileage reimbursement, you must follow these procedures:

- Keep a written record of your business-related travel, including the total mileage of each business trip, the date of travel, the location to which you traveled, and the purpose of your trip.
- If you anticipate having to travel an unusually long distance, get your supervisor's approval before making the trip.
- Submit your record to your supervisor for approval, along with your weekly timesheet.

You are responsible for submitting your record to Payroll. You will receive your reimbursement from Multipoint upon receipt of the original expense report.



Section 7

Employee Benefits

7:1 Health Insurance

As part of our commitment to our employees and their wellbeing, Multipoint provides employees with health insurance, covering medical and dental care. Particularly, your health insurance provider is *Anthem Blue Cross*.

You and your dependents become eligible for health insurance on the first day of the following month, after your first date of hire.

You are responsible for paying the full health and dental insurance premiums.

Although we introduce you to this plan in this section, we cannot provide the specifics of that plan here. You should receive official Blue Cross health plan documents with your new hire package. Those documents (along with any updates that we give you) should be your primary resource for information about your health insurance. If you don't understand information pertaining to the health plan documents or if you have any questions about the benefits we offer, please contact Human Resources.

As with all of the policies in this Manual, our health care coverage may change at any time.

7:2 Workers' Compensation Insurance

If you suffer from an illness or injury that is related to your work, you may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries.

If you are injured or become ill through work, please inform Multipoint immediately regardless of how minor the injury or illness might be.

To find out more about workers' compensation coverage, contact Human Resources.

If you are unable to work because of an illness or injury that is not related to work, then you might be eligible for state disability insurance instead of workers' compensation. Contact Human Resources for more information.

7:3 Unemployment Insurance

Unemployment insurance is a state-mandated benefit, depending on eligibility requirements. If your employment with Multipoint ends, you may be eligible for unemployment benefits. These benefits provide you with a percentage of your wages while you are unemployed and looking for work. To find out more, contact your State Employment Department or contact Human Resources to obtain the telephone number to your State's Department of Labor office.



Section 8

Use of Company Property

8:1 Company Property

We ask all employees to take care of Company property and to report any problems to your direct supervisor. If a piece of equipment or property is unsafe for use, please report it immediately.

Please use property only in the manner intended and as instructed by your supervisor. We do not allow personal use of Company property unless specifically authorized in this Handbook.

Failure to use Company property appropriately, and failure to report problems or unsafe conditions, may result in disciplinary action, up to and including termination. If a piece of equipment, tools, or property is unsafe for use, please report it immediately to your supervisor. Failure to report unsafe conditions may result in disciplinary action.

8:2 Telephone Use

Company telephones, including company cellular phones are provided for business purposes.

Employees are expected to keep personal calls to a minimum.

8:3 Return of Company Property

When your employment with Multipoint ends, you must return Company property—and return it in clean and in good repair. This includes this Employee Handbook, all manuals and guides, documents, phones, computers, equipment, keys, and tools.

We reserve the right to take any lawful action to recover or protect our property.



Section 9

Personal Leave and Time Off

9:1 Time Off

Multipoint does not currently offer paid time off for: vacation, sick leave, bereavement leave, holidays, jury duty, or time off to vote. The need for time-off will be granted at the Client's discretion, on a case-by-case basis.

In situations where an employee deems necessary time off for any of the above circumstances, they may take unpaid leave to do so. In this case, as much as feasible, employees must inform the supervisor and/or Client in advance of leave.

9:2 Family and Medical Leave (FMLA)

Because Multipoint is a multi-State employer, conducting business in various States, we are not required to comply with the federal Family and Medical Leave Act (FMLA). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, or to handle an employee's own medical issues.

If you anticipate that you might need time off to deal with family and medical issues, please talk to your supervisor. We can't guarantee that we will grant every request, but we will seriously consider every request on a case-by-case basis.

Among other things, we may consider our staffing needs, your position at Multipoint, the reason why you need leave, and how long you expect your leave to last.



Section 10

Work Performance

10:1 Your Job Performance

Each and every employee contributes to the success or failure of Multipoint. We expect everyone to perform to the highest level possible.

Poor job performance can lead to discipline, up to and including termination.

10:2 Performance Reviews

Because our employees' performance is vital to our success, we may conduct periodic reviews of individual employee performance. We hope that, through these reviews, our employees will learn what we expect of them, and we will learn what they expect of us.

We require all employees to participate in the review process. Failure to participate could lead to discipline, up to and including termination.



Section 11

Workplace Behavior

11:1 Please Act Professionally

How our employees act toward our Clients and each other will influence whether those relationships are successful for Multipoint.

Because your conduct affects many more people than just yourself, we expect you to act in a professional manner whenever you are at work, conducting Company business, or representing Multipoint at business or social functions.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include the following:

- Following all of the rules in this Handbook that apply to you
- Refraining from rude, offensive, or abusive behavior
- Refraining from ridicule and hostile jokes
- Treating coworkers, Clients, and vendors with patience, respect, and consideration
- Being courteous and helpful to others, and
- Communicating openly and being courteous and respectful with supervisors, managers, and coworkers.

Individuals who act unprofessionally will face discipline, up to and including termination.

11:2 Employee Appearance and Dress

We believe that a professional image enhances our work and portrays a positive image of Multipoint. Please ensure you are neat and clean at all times. We ask employees to use their common sense when dressing for work and to wear attire that is both professional and appropriate. In general, your clothing should never be torn, tattered, revealing or provocative.

Also, we place specific restrictions on the dress and appearance of some employees for safety reasons. To learn about those restrictions, refer to the Employee Safety Manual.

If you have any questions about our appearance and dress standards, please contact Human Resources.

11:3 Threatening, Abusive, or Vulgar Language

We expect our employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, or vulgar language has no place in our workplace. It destroys morale and relationships, and it impedes the effective and efficient operation of our business.

As a result, Multipoint will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting Company business, or attending Company-related business or social functions.

If you have any questions about this policy, contact Human Resources.



Employees who violate this policy will face disciplinary action, up to and including termination.

11:4 Fighting

Verbal or physical fighting among employees is absolutely prohibited. Employees shall not engage in, provoke, or encourage a fight. Those who violate this policy will be disciplined, up to and including termination.

11:5 Progressive Discipline

Any employee conduct that violates Company rules or that, in the opinion of Multipoint, interferes with or adversely affects our business is sufficient grounds for disciplinary action. This can range from coaching to immediate discharge. Our general policy is to take the following disciplinary steps:

- Verbal Warnings
- Written Warning (s) and
- Suspension
- Termination

Multipoint reserves the rights to alter this order, skip, eliminate, or create new/additional disciplinary steps as necessary.

This policy does not change Multipoint's 'at will' employment status. As a result, we reserve the right to terminate your employment at any time, for any lawful reason. You also have the right to end your employment at any time.

11:6 Harassment

It is our policy and our responsibility to provide our employees with a workplace free from harassment. Harassment on the basis of: Race, national origin, religion, age, and physical or mental disability. Harassment will not be tolerated at Multipoint.

Harassment can take many forms, including but not limited to touching or other unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms, telling offensive or lewd jokes and stories, and sending email messages with offensive content. Unwanted sexual advances, requests for sexual favors, and sexually suggestive gestures, jokes, propositions, email messages, or other communications all constitute harassment.

If you experience or witness any form of harassment in the workplace, please immediately notify your supervisor. Multipoint will not retaliate, or allow retaliation against anyone who complains of harassment, assists in a harassment investigation, or files an administrative charge or lawsuit alleging harassment.

Complaints will be investigated promptly. Those who are found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination.

Section 12

Health and Safety

12:1 Safety Policy

Multipoint takes employee safety very seriously. In order to provide a safe workplace for everyone, every employee must follow our safety rules:

- Horseplay, roughhousing, and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisors' safety instructions.
- Employees in certain positions may be required to wear protective equipment, such as hard hats, safety glasses, work boots, earplugs, or masks. Your supervisor will let you know if your job requires protective gear.
- Employees in certain positions may be prohibited from wearing dangling jewelry or apparel, or may be required to pull back or cover their hair, for safety purposes. Your supervisor will tell you if you fall into one of these categories.
- All equipment and machinery must be used properly. This means all guards, restraints, and other safety devices must be used at all times. Do not use equipment for other than its intended purpose.
- All employees must immediately report any workplace condition that they believe to be unsafe to their supervisor. Multipoint will look into the matter promptly.
- All employees must immediately report any workplace accident or injury to their supervisor. We may require you to fill out a standard Incident Report.

Additional workplace specific safety guidelines apply, such as personal protective equipment, trenching, confined spaces, and maintenance. Please see the Safety Manual for specifics.

12:2 What to Do in an Emergency

In case of an emergency, such as a fire, earthquake, or accident, your first priority should be your own safety. In the event of an emergency causing serious injuries, *IMMEDIATELY DIAL 9-1-1* to alert police and rescue workers of the situation.

If you hear a fire alarm or in case of an emergency that requires evacuation, please proceed quickly and calmly to the emergency exits. Your supervisor will inform you of fire drills to familiarize you with the routes you should take.

Employees are required to follow the Client's specific emergency evacuation plan as outlined. Do not deviate from this procedure. For a copy of the Client's emergency evacuation plan, please ask your supervisor.

Also, for the location of the Client's first aid kits, fire extinguishers, and other emergency preparedness equipment, please talk to your supervisor.

12.3 Accident Reporting

All employees must immediately report any workplace accident or injury, minor or major, to their supervisor. You may be required to fill out and submit an Incident Report Form, listing the details of the accident or injury that took place. For a copy of this Form and if you have any questions or need assistance with this form, contact Human Resources.

12:4 Smoking Is Prohibited

For the health, comfort, and safety of our employees, smoking is not allowed on Company property.

12:5 Violence Is Prohibited

Multipoint has a *Zero Tolerance* policy with regards to violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking, and threats of violence. Any comments about violence will be taken seriously—and may result in your termination.

No Weapons

No weapons are allowed in the workplace. Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives. If your work requires you to use an item that might qualify as a weapon, you must receive authorization from your supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination.

What to Do in Case of Violence

If you observe an incident or threat of violence that is immediate and serious, *IMMEDIATELY*

DIAL 9-1-1 and report it to the police.

If the incident or threat does not appear to require immediate police intervention, please contact Human Resources and report it as soon as possible, using the Company's complaint procedure. All complaints will be investigated and appropriate action will be taken.

You will not face retaliation for making a complaint.

12:6 Unauthorized Visitors

In order to assure the safety & security of all employees, associates, and visitors, only authorized personnel have access to the company facility. All visitors must obtain prior approval from the immediate manager on-site and/or the Client. Unauthorized visitors who fail to secure approval, will be promptly asked to leave the company premises until authorization can be obtained. All authorized visitors are to comply with all safety rules, regulations, and policies while on company property. A violation of this policy can result in disciplinary action, up to immediate termination.



Section 13

Computers, Email, and the Internet

13:1 Email

The email system is intended for official Company business. Although you may use the email system for personal messages, you may do so during non-work hours only. If you send personal messages through Multipoint's email system, you must exercise discretion as to the number and type of messages you send.

Email Is Not Private

Email messages sent using Company communications equipment are the property of Multipoint. We reserve the right to access, monitor, read, and/or copy email messages at any time, for any reason. You should not expect that any email message you send using Company equipment including messages you consider to be, or label as, personal will be private.

Email Rules

You may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; to send threatening messages; or to solicit others to purchase items for non-Company purposes.

We expect you to exercise discretion in using electronic communications. When you send email using the Company's communications equipment, you are representing Multipoint. Make sure that your messages are professional and appropriate, in tone and content. Remember, although email may seem like a private conversation, email can be printed, saved, and forwarded to unintended recipients. You should not send any email that you wouldn't want your boss or our Company's competitors to read.

Violations

Any employee who violates this policy can be subject to discipline, up to and including termination.



Section 14

Employee Records

14:1 Your Personnel File

Multipoint maintains a personnel file on each employee. The purpose of this file is to allow us to make decisions and take actions that are personally important to you, including notifying your family in case of an emergency, and calculating income tax deductions and withholdings.

We do not keep medical records or work eligibility forms in your personnel file. Those are kept separately. If you have any questions about your personnel file, please contact Human Resources.

14:2 Confidentiality of Personnel Files

Because the information in your personnel file is by its nature personal, we keep the file as confidential as possible. We allow access to your file only on a need-to-know basis.

14:3 Please Notify Us If Your Information Changes

Because we use the information in your personnel file to take actions on your behalf, it is important that the information in that file be accurate. Please notify Human Resources whenever any of the following changes:

- Your name
- Your mailing address
- Your phone number
- Your dependents
- The number of dependents you are designating for income tax withholding
- Your marital status
- The name and phone number of the individual whom we should notify in case of an emergency, or
- Restrictions on your driver's license

14:4 Work Eligibility Records

In compliance with federal law's Department of Homeland Security, all newly hired employees must present proof that they are legally eligible to work in the United States. We must keep records related to that proof, including a copy of Form I-9 that each employee completes for us.

Those forms are kept as confidential as possible. We do not keep them in your personnel file.

If you would like more information about your I-9 form, contact Human Resources.

14:5 Medical Records

We understand the particularly sensitive nature of an employee's medical records, so we do not place any such records in the employee's personnel file. We keep all medical records in a separate and secure place, under lock & key.

If you have any questions about the storage of your medical records, contact Human Resources.

Section 15

Drugs and Alcohol

15:1 Policy against Alcohol and Illegal Drug Use

It is the purpose of Multipoint to help provide a safe and drug-free work environment for all our employees. We recognize that employees who abuse drugs or alcohol at work—or who appear at work under the influence of illegal drugs or alcohol—harm both themselves and the work environment.

As a result, we prohibit employees from doing the following:

- Appearing at work under the influence of alcohol or illegal drugs
- Conducting Company business while under the influence of alcohol or illegal drugs (whether or not the employee is actually on work premises at the time)
- Using alcohol or illegal drugs on the worksite
- Using alcohol or illegal drugs while conducting Company business (whether or not the employee is actually on work premises at the time)
- Possessing, buying, selling, or distributing alcohol or illegal drugs on the worksite
- Illegal drug use includes more than just outlawed drugs such as marijuana, cocaine, or heroin.
- It also includes the misuse of otherwise legal prescription and over-the-counter drugs.

This policy covers times when employees are on call but not working and times when employees are driving Company vehicles or using Company equipment.

Employees who violate this policy may face disciplinary action, up to and including termination.

15:2 Inspections to Enforce Drug and Alcohol Policy

When a reasonable suspicion exists that an employee is under the influence, Multipoint reserves the right to inspect employees, their possessions, and their workspaces to enforce our policy against illegal drug and alcohol use. Reasonable suspicion means suspicion based on behavior, speech, attitude, mood and/or breath odor of any employee.

15:3 Drug/Alcohol Testing

Multipoint reserves the right to conduct mandatory pre-employment, intermittent, and random drug testing, at the Company's expense. Some of our Clients require mandatory pre-employment, random, and/or intermittent, drug testing. This is subject to change without notice.

Upon employment, you will be furnished with a drug and alcohol authorization/consent form. You will be requested to review, sign and fax this form within 24 hours to Human Resources.

Please note that even as you might be seeking assistance for your substance abuse problem, we still expect you to meet the same standards of performance, productivity, and conduct that we expect of all employees, including our prohibition on alcohol or illegal drug use at work. We reserve the right to discipline or terminate you for failing to meet those standards.

15:4 Post-Accident or Incident Testing

If an accident or incident occurs involving an Employee while on Company Business or on Company Premises, no matter how minor or insignificant, the Company may require a drug and/or alcohol test. A drug and/or alcohol test may also be required after any situation where there has been a "near miss" incident or accident, even though no injury or property damage occurs. Failure by an Employee and/or his supervisor to report any accident or incident which meets the post-accident or post-incident testing criteria is in violation of this Company Policy and subject to disciplinary action which includes, without limitation, immediate termination. An Employee's testing positive may make him or her ineligible for workers' compensation benefits and/or unemployment compensation benefits.



Section 16

Trade Secrets and Conflicts of Interest

16:1 Confidentiality and Trade Secrets

During your employment with Multipoint, you will periodically learn sensitive information, either because you help to develop that information or because you need that information to do your job. It is important for the health of this business—and for the well being of employees who depend on this business for their livelihood—that you keep information you learn through your employment confidential. Employees who improperly disclose sensitive information, confidential information, proprietary information, or trade secret information to anyone outside of Multipoint will face disciplinary action, up to and including termination. Therefore, we encourage you to contact Human Resources if you would like to learn more about this policy or if you have any questions.

After you leave Multipoint, you are still legally prohibited from disclosing sensitive, proprietary, trade secret, or confidential information. If you disclose such information, we will seek legal remedies.

Because of the grave importance of keeping certain information confidential, this Company follows practices designed to alert employees to sensitive and confidential information, to limit access to that information, and to inform employees about what disclosures are and are not acceptable. We expect employees to follow these procedures. Employees who fail to do so face discipline, up to and including termination. If you have any questions about these procedures, contact Human Resources.

16:2 Conflicts of Interest

Because we depend so much on our employees, and because they depend so much on us, we expect all employees to devote their energies and loyalties to Multipoint. We do not allow employees to engage in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although we cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- Working for a competitor or customer or vendor as a part-time employee, full-time employee, consultant, or independent contractor, or in any other capacity
- Owning an interest in a competitor, customer, vendor, or anyone else who seeks to do business with Multipoint
- Using the resources of Multipoint for personal gain, and
- Using your position at Multipoint for personal gain.

Employees who violate this policy face disciplinary action, up to and including termination.

If you are unsure about whether an activity might violate this policy, or if you have any questions at all about this policy, talk to Human Resources.

16.3 Confidentiality Agreement Form

In addition to the above-mentioned, you will be requested to review, sign & fax a *Confidentiality & Non-Disclosure/Non-Competency/Non-Solicitation Agreement* outlining the above policies. If you have any questions pertaining to this Form, contact Human Resources.



Section 17

Complaint Policies

17:1 Complaint Procedures

Our Company is committed to providing a safe and productive work environment, free of threats to the health, safety, and well being of our workers. These threats include, but are not limited to, harassment, discrimination, violations of health and safety rules, and violence.

Any employee who witnesses or is subject to inappropriate conduct in the workplace may complain to their supervisor or to any Company officer. Any supervisor, manager, or Company officer who receives a complaint about, hears of, or witnesses any inappropriate conduct is required to immediately notify Human Resources. Inappropriate conduct includes any conduct prohibited by our policies about harassment, discrimination, discipline, workplace violence, health and safety, wages and hours, and drug and alcohol use.

All complaints will be handled as confidentially as possible. When the investigation is complete, the Company will take corrective action, if appropriate.

17:2 Our Doors Are Open to You

We want to maintain a positive and pleasant environment for all of our employees. To help us meet this goal, Multipoint has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about your job is bothering you, or if you have a question, concern, idea, or problem related to your work, please discuss it with your immediate supervisor as soon as possible. If for any reason you don't feel comfortable bringing the matter to your supervisor, feel free to raise the issue with your Recruiter or Human Resources.



Section 18

Ending Employment

18:1 Final Paychecks

We will process your final paycheck within 24 hours of receiving your final approved timesheet. Final paychecks will include all compensation earned but not paid through the final day of work.

18:2 Severance Pay Is Discretionary

Generally, Multipoint does not pay severance to terminated employees, whether they quit, are laid off, or are fired for any reason. However, we reserve the right to pay severance to a terminated employee. Decisions about severance pay will be made on a case-by-case basis and are entirely within the discretion of the Company. No employee has a right to severance pay, and you should not expect to receive it.

18:3 Continuing Your Health Insurance Coverage

Multipoint offers employees group health insurance coverage as a benefit of employment. If you are no longer eligible for insurance coverage because of a reduction in hours, because you quit, or because you are terminated for reasons other than serious misconduct, you have the right to continue your health insurance coverage for up to 18 months. You will have to pay the cost of this coverage. This is in compliance with a Federal law, known as "COBRA," (the Consolidated Omnibus Budget Reconciliation Act).

Others covered by your insurance (your spouse and children, for example) also have the right to continue coverage if they are no longer eligible for certain reasons. If you and your spouse divorce or legally separate, or if you die while in our employ, your spouse may continue coverage under our group health plan. And once your children lose their dependent status, they may continue their health care as well. In any of these situations, your family members are entitled to up to 36 months of continued health care. They must pay the cost of this coverage.

You will receive an initial notice of your right to continued health insurance coverage when you first become eligible for health insurance under Multipoint's group plan. You will receive an additional notice when your hours are reduced, you quit, or you are terminated. This second notice will tell you how to choose continuation coverage, what your obligations will be, and how much the insurance will cost. You must notify us if any of your family members becomes eligible for continued coverage due to divorce, separation, or reaching the age of majority.

18:4 Amicable Separation

Once an employee finishes his/her work assignment, in accordance with the terms of the Offer Letter, you will receive what is called an Amicable Separation Form. This form must be reviewed, signed & returned to Human Resources, within 3 business days of receipt. If you have any questions pertaining to this Form, please contact Human Resources.



18:5 References

When we are contacted by prospective employers seeking information about former employees, we will release the following data only: the position(s) the employee held, the dates the employee worked for our Company, and the employee's salary or rate of pay.



Section 19

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Section 10

Work Performance

10:1 Your Job Performance

Each and every employee contributes to the success or failure of Multipoint. We expect everyone to perform to the highest level possible.

Poor job performance can lead to discipline, up to and including termination.

10:2 Performance Reviews

Because our employees' performance is vital to our success, we may conduct periodic reviews of individual employee performance. We hope that, through these reviews, our employees will learn what we expect of them, and we will learn what they expect of us.

We require all employees to participate in the review process. Failure to participate could lead to discipline, up to and including termination.



Section 11

Workplace Behavior

11:1 Please Act Professionally

How our employees act toward our Clients and each other will influence whether those relationships are successful for Multipoint.

Because your conduct affects many more people than just yourself, we expect you to act in a professional manner whenever you are at work, conducting Company business, or representing Multipoint at business or social functions.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include the following:

- Following all of the rules in this Handbook that apply to you
- Refraining from rude, offensive, or abusive behavior
- Refraining from ridicule and hostile jokes
- Treating coworkers, Clients, and vendors with patience, respect, and consideration
- Being courteous and helpful to others, and
- Communicating openly and being courteous and respectful with supervisors, managers, and coworkers.

Individuals who act unprofessionally will face discipline, up to and including termination.

11:2 Employee Appearance and Dress

We believe that a professional image enhances our work and portrays a positive image of Multipoint. Please ensure you are neat and clean at all times. We ask employees to use their common sense when dressing for work and to wear attire that is both professional and appropriate. In general, your clothing should never be torn, tattered, revealing or provocative.

Also, we place specific restrictions on the dress and appearance of some employees for safety reasons. To learn about those restrictions, refer to the Employee Safety Manual.

If you have any questions about our appearance and dress standards, please contact Human Resources.

11:3 Threatening, Abusive, or Vulgar Language

We expect our employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, or vulgar language has no place in our workplace. It destroys morale and relationships, and it impedes the effective and efficient operation of our business.

As a result, Multipoint will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting Company business, or attending Company-related business or social functions.

If you have any questions about this policy, contact Human Resources.



Employees who violate this policy will face disciplinary action, up to and including termination.

11:4 Fighting

Verbal or physical fighting among employees is absolutely prohibited. Employees shall not engage in, provoke, or encourage a fight. Those who violate this policy will be disciplined, up to and including termination.

11:5 Progressive Discipline

Any employee conduct that violates Company rules or that, in the opinion of Multipoint, interferes with or adversely affects our business is sufficient grounds for disciplinary action. This can range from coaching to immediate discharge. Our general policy is to take the following disciplinary steps:

- Verbal Warnings
- Written Warning (s) and
- Suspension
- Termination

Multipoint reserves the rights to alter this order, skip, eliminate, or create new/additional disciplinary steps as necessary.

This policy does not change Multipoint's 'at will' employment status. As a result, we reserve the right to terminate your employment at any time, for any lawful reason. You also have the right to end your employment at any time.

11:6 Harassment

It is our policy and our responsibility to provide our employees with a workplace free from harassment. Harassment on the basis of: Race, national origin, religion, age, and physical or mental disability. Harassment will not be tolerated at Multipoint.

Harassment can take many forms, including but not limited to touching or other unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms, telling offensive or lewd jokes and stories, and sending email messages with offensive content. Unwanted sexual advances, requests for sexual favors, and sexually suggestive gestures, jokes, propositions, email messages, or other communications all constitute harassment.

If you experience or witness any form of harassment in the workplace, please immediately notify your supervisor. Multipoint will not retaliate, or allow retaliation against anyone who complains of harassment, assists in a harassment investigation, or files an administrative charge or lawsuit alleging harassment.

Complaints will be investigated promptly. Those who are found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination.

Section 12

Health and Safety

12:1 Safety Policy

Multipoint takes employee safety very seriously. In order to provide a safe workplace for everyone, every employee must follow our safety rules:

- Horseplay, roughhousing, and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisors' safety instructions.
- Employees in certain positions may be required to wear protective equipment, such as hard hats, safety glasses, work boots, earplugs, or masks. Your supervisor will let you know if your job requires protective gear.
- Employees in certain positions may be prohibited from wearing dangling jewelry or apparel, or may be required to pull back or cover their hair, for safety purposes. Your supervisor will tell you if you fall into one of these categories.
- All equipment and machinery must be used properly. This means all guards, restraints, and other safety devices must be used at all times. Do not use equipment for other than its intended purpose.
- All employees must immediately report any workplace condition that they believe to be unsafe to their supervisor. Multipoint will look into the matter promptly.
- All employees must immediately report any workplace accident or injury to their supervisor. We may require you to fill out a standard Incident Report.

Additional workplace specific safety guidelines apply, such as personal protective equipment, trenching, confined spaces, and maintenance. Please see the Safety Manual for specifics.

12:2 What to Do in an Emergency

In case of an emergency, such as a fire, earthquake, or accident, your first priority should be your own safety. In the event of an emergency causing serious injuries, *IMMEDIATELY DIAL 9-1-1* to alert police and rescue workers of the situation.

If you hear a fire alarm or in case of an emergency that requires evacuation, please proceed quickly and calmly to the emergency exits. Your supervisor will inform you of fire drills to familiarize you with the routes you should take.

Employees are required to follow the Client's specific emergency evacuation plan as outlined. Do not deviate from this procedure. For a copy of the Client's emergency evacuation plan, please ask your supervisor.

Also, for the location of the Client's first aid kits, fire extinguishers, and other emergency preparedness equipment, please talk to your supervisor.

12.3 Accident Reporting

All employees must immediately report any workplace accident or injury, minor or major, to their supervisor. You may be required to fill out and submit an Incident Report Form, listing the details of the accident or injury that took place. For a copy of this Form and if you have any questions or need assistance with this form, contact Human Resources.

12:4 Smoking Is Prohibited

For the health, comfort, and safety of our employees, smoking is not allowed on Company property.

12:5 Violence Is Prohibited

Multipoint has a *Zero Tolerance* policy with regards to violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking, and threats of violence. Any comments about violence will be taken seriously—and may result in your termination.

No Weapons

No weapons are allowed in the workplace. Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives. If your work requires you to use an item that might qualify as a weapon, you must receive authorization from your supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination.

What to Do in Case of Violence

If you observe an incident or threat of violence that is immediate and serious, *IMMEDIATELY*

DIAL 9-1-1 and report it to the police.

If the incident or threat does not appear to require immediate police intervention, please contact Human Resources and report it as soon as possible, using the Company's complaint procedure. All complaints will be investigated and appropriate action will be taken.

You will not face retaliation for making a complaint.

12:6 Unauthorized Visitors

In order to assure the safety & security of all employees, associates, and visitors, only authorized personnel have access to the company facility. All visitors must obtain prior approval from the immediate manager on-site and/or the Client. Unauthorized visitors who fail to secure approval, will be promptly asked to leave the company premises until authorization can be obtained. All authorized visitors are to comply with all safety rules, regulations, and policies while on company property. A violation of this policy can result in disciplinary action, up to immediate termination.



Section 13

Computers, Email, and the Internet

13:1 Email

The email system is intended for official Company business. Although you may use the email system for personal messages, you may do so during non-work hours only. If you send personal messages through Multipoint's email system, you must exercise discretion as to the number and type of messages you send.

Email Is Not Private

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Violations

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- Using alcohol or illegal drugs while conducting Company business (whether or not the employee is actually on work premises at the time)
- Possessing, buying, selling, or distributing alcohol or illegal drugs on the worksite
- Illegal drug use includes more than just outlawed drugs such as marijuana, cocaine, or heroin.
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This policy covers times when employees are on call but not working and times when employees are driving Company vehicles or using Company equipment.

Employees who violate this policy may face disciplinary action, up to and including termination.

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MULTIPOINT WIRELESS LLC

SCHEDULE “C”

SAFETY MANUAL



SAFETY & HEALTH POLICY

This handbook outlines some of the policies and practices in effect here at Multipoint Wireless LLC. These policies and practices are necessary to allow each of us to be safe, productive, and, prosperous.

It is the Policy of Multipoint Wireless LLC to perform its work and services in the safest manner possible. The Company Safety and Health Program is the responsibility of all employees. All work shall be consistent with good safety practices and according to all laws and regulations. The safety and health of our employees and the public is forefront in our core values.

The Company Safety and Health Program may be revised from time to time. This Program is not a one-time plan, but is a dynamic program that is always being improved. It is your responsibility to take note of Safety and Health Program changes and modifications.

The “Safety and Health Program” contains the Company safety and health policies and rules for our workplaces. They represent a wealth of practical experience, and have been tested over time.

Failure to follow Company Safety and Health guidelines may lead to immediate termination. Therefore, as a condition of employment with COMPANY NAME, each employee is required to study, understand and abide by these protocols.

This Safety and Health Program is provided for the sole purpose of improving safety and health conditions in our Company and workplaces, and is NOT to be considered an agreement or contract of employment.

Our Safety and Health Program is designed to follow the guidelines required by OSHA. These guidelines require the Company to develop, implement and maintain a program of policies, procedures, practices, and trainings that are adequate to protect our employees and the public from safety and health hazards. Our program provides ways to systematically identify, evaluate, and prevent or control workplace hazards, specific task hazards, and hazards which could arise from operations.

The Company believes that most accidents are preventable, and that it is the responsibility of each and every employee to ensure that we practice safety as a routine part of our daily work. Our primary safety goal is that no one becomes injured at our workplaces.

GENERAL SAFETY & HEALTH GUIDELINES

PURPOSE

The purpose of these Company Safety & Health Guidelines is to establish safety rules. Specific guidelines apply for specific work activities like equipment, confined spaces, welding, excavating and trenching, etc. See the appropriate specific guidelines for work activities not covered by this document. Violation of any Company Safety and Health rules, guidelines, procedures, or instructions are cause for warning, reprimand, suspension, and termination of employment. Violations of prohibited activities may result in immediate employment termination.



DISCUSSION

▪ **OBJECTIVES**

The objectives of these Safety Guidelines are as follows:

1. Identify workplace hazards
2. To communicate Company policies, rules, and expectations
3. To provide a minimum standard of performance guidelines for safety and health
4. To meet the requirements of applicable OSHA Standards.
5. To help foster a good safety attitude in all Company employees
6. Promote pre-planning of non routine tasks
7. Promote the identification of potential hazards.

▪ **WORKPLACE ANALYSIS**

An effective, proactive safety and health program will seek to identify and analyze all hazards.

Workplace analysis describes how management will collect information on current and potential hazards. It consists of a literature review, identification of hazard categories, workplace surveys, and an analysis of trends. The purpose of a workplace analysis is to recognize existing and potential hazards, to identify employees at risk, and to establish and subsequently to evaluate the control measures. The multi-disciplinary team should conduct the workplace analysis.

Initially, the workplace analysis will establish a baseline. Then it must become a continuous and ongoing process to recognize, identify, and control occupational hazards. The frequency of workplace analyses depends on the specific characteristics of the hazards and the work environment.

The workplace analysis may be performed on a specific area or problem or it may be done on a regularly scheduled basis in an area where a hazard has been identified. Workplace analyses also should be conducted when there are changes in procedures, equipment, or processes.

This is an important part of your safety program. Several tools have been included to help you. Use this section to summarize the results of your analysis. Following are some general hazards and precautions applicable to almost all workplaces. **Add sections to the safety handbook which apply to specific hazards in your workplace.**

GENERAL HAZARDS & PRECAUTIONS

▪ **ALCOHOL, DRUGS, FIGHTING & HORSEPLAY**

The Employee Handbook clearly spells out that fighting, horseplay, possession or use of alcoholic beverages or illegal drugs is prohibited at Company workplaces.



- **AWARENESS AND ALERTNESS**

Always be alert to hazards in your surrounding area. Always be aware of work processes and the presence of other workers and equipment around you.

- **BARRICADED AREAS**

Do not enter or pass through barricaded areas. Only employees working within barricaded areas are permitted to access the protected area.

- **BARRICADES**

When barricades or covers must be removed to permit work, post someone to watch the area until the work is finished and then immediately replace the barricade or cover.

- **FIREARMS AND EXPLOSIVES**

As clearly described in the Codes of Conduct policies located in the employee handbook, Firearms and explosives are prohibited on all company worksite. This does not include approved and supervised explosion-activated tools.

- **HARD HATS, EYE PROTECTION, AND FOOT PROTECTION**

Hard hats, eye protection (safety glasses), and foot protection (steel toe boots) shall be worn at all times in and around construction zones, non-office type work environments, and any environment where hand tools, power tools, test equipment, and any where that heavy equipment and machinery is in use. i.e. cell sites, tower sites, switch sites, crane sites

In addition to this, Eye Protection shall be worn when using tools or chemical hazards that may cause possible eye injury.

- **HIGH TEMPERATURE SUBSTANCES AND FLUIDS**

When near molten substances or high temperature fluids all persons nearby are to wear appropriate personal protective equipment. When pouring high temperature fluids, the pour area must be completely dry and free from moisture of any kind to avoid splattering and possible explosion.

- **KNOWLEDGE**

Make sure you are knowledgeable and know how to do your work activities in a safe manner and can identify hazards in your work area. Ask your supervisor if you are not sure.



■ **LIFTING AND CARRYING**

Employees are required to practice safe lifting techniques. Safe lifting technique includes using the proper lifting methods every time you lift or move something. The following guidelines will help avoid any unnecessary strain:

1. Plan the move in advance.
2. Decide on the safest route.
3. Move all obstacles and trip hazards.
4. Ensure the destination is clear and will safely support the load.
5. Get help or use special equipment when moving heavy or large objects.
6. When Lifting:
7. Stand close to the object with your feet apart.
8. Grip firmly and with both hands.
9. Bring the load close to the body
10. Keep your arms and elbows tucked in
11. Keep the weight centered.
12. Let your legs do the work. Push with your legs slowly
13. Keep your back as straight and upright as possible.
14. Move slowly, with small steps.
15. Avoid twisting.
16. Change direction with your feet, not your body.
17. Unload slowly by bending your knees, not your back.
18. Be careful that your fingers or toes are not beneath the object

■ **MOVING CABLES, DISKS, PULLEYS, AND ROPES**

Do not touch (or guide with another object) moving objects. Do not allow your clothing to become entangled with moving objects. Stand clear of all objects that are under strain and may break.

■ **NON-ROUTINE TASKS**

Do not perform unfamiliar or non-routine tasks until properly planned. Proper planning includes analyzing possible consequences and recovery procedures.

■ **SAFETY MEETINGS**

All employees are required to take part in safety meetings.

■ **SPEED**

Speed causes injuries and kills.



- **STAIRWAYS AND LANDINGS**

Only use stairways, landings and elevated walkways that are properly constructed and have proper guardrails.

- **THROWING OR DROPPING**

Throwing or dropping materials is prohibited unless every precaution is taken to eliminate all potential injury.

- **REPORTING**

All unsafe practices and conditions must be immediately reported to supervisory personnel. If you feel that there is an unsafe working condition, stop and notify your Emergency Contact immediately.

- **WEATHER**

Work shall be suspended when weather conditions make continued working hazardous.

- **WARNING SIGNS AND DEVICES**

Always heed all warning signs and devices.

GENERAL HOUSEKEEPING RULES

- **COMBUSTIBLE ITEMS**

Items like oily rags, spray cans, and other combustibles shall be removed outside daily and disposed of properly.

- **SHARP OBJECTS**

All objects that may cause punctures or cuts shall be immediately removed, bent, or otherwise protected in order to prevent injury.

- **SLIPPING HAZARDS**

Clean up and eliminate all hazards which may cause slipping.

- **TRIPPING HAZARDS**

Keep all areas where people may travel free from obstacles. This includes ladders, stairs, walkways, etc.



- **WORKSPACES**

Employees shall keep workspaces orderly and clean at all times.

PERSONAL HYGIENE & SANITATION

- **PERSONAL HYGIENE**

All employees are expected to practice good personal hygiene which may include the elimination of facial hair if safety and the work activity dictate.

- **SANITATION FACILITIES**

All employees shall cooperate in keeping toilets and restrooms in a clean and sanitary condition. All employees shall wash their hands after using the restrooms.

- **WATER, DRINK, AND BEVERAGE CONTAINERS**

All portable drinking containers shall be kept tightly closed. Do not drink from “community” or unknown or unmarked containers. Potable water and disposable cups are supplied at all Company facilities.

MEDICAL SERVICES & FIRST AID

- **BLEEDING**

1. Apply direct pressure. Place a clean, folded cloth over the injured area and firmly apply pressure. If blood soaks through, do not remove it, add another layer.
2. Elevate the injury above the heart if possible.
3. If the blood flow does not slow – use pressure points (arteries)
4. Lastly – ONLY IF ALL ELSE FAILS - Resort to a tourniquet

- **BURNS**

Immediately treat acid, caustic, and other types of burns by flushing with cold water. Do not remove material or clothing which is stuck to the burn area.

- **ELECTRICAL SHOCK**

Do not touch electrical shock victims until they are free from electrical contact. Turn off the electric power or use a non-conducting object to remove the electrical contact from the victim.

- **FIRST AID KITS**

First aid kits meeting OSHA requirements shall be available in all workplaces at all times. Safety training shall include the proper use of items contained in the kits and kit storage locations



- **FIRST AID TRAINED PERSON**

When a medical facility is not reasonably accessible to a work site an individual with a valid first aid certificate must be available at the workplace.

- **EMERGENCY TELEPHONE NUMBERS**

A list of emergency telephone numbers shall be kept at each Company workplace.

- **INJURY AND ACCIDENT REPORTING**

All injuries and accidents which cause damage must be reported on the Company First Report of Injury or Accident Report or both forms.

FIRE PREVENTION & CONTROL

- **CLEANING AGENTS**

Use only those fluids which are made for cleaning. Flammable liquids shall not be used as cleaning agents.

- **COMBUSTIBLE MATERIALS**

Always check the Material Safety Data Sheet to see if a product is combustible. . Do not use combustible liquids, gases, or other flammable materials near heat or any ignition source. Many combustible gases are heavier than air, and can travel along the ground a substantial distance to a source of ignition and then "flash-back"!

- **COMBUSTIBLE RAGS AND WASTE**

Discard all oily rags, waste, and similar combustible materials daily, or store them in metal containers with tight-fitting lids.

- **FIRE EXTINGUISHERS AND TYPES OF FIRES**

Operable and current inspected fire extinguishers shall be provided at each workplace. Fire extinguishers are to be clearly marked, easily accessible and appropriate for the type of chemicals present.

The Hazard Communication Program describes which types of extinguishing media are to be used with various types of chemicals present in the workplace. You will find that information on the Material Safety Data Sheets. In general, the following types of fires may be safely put out with the fire extinguishers noted:



- **CLASS A - Wood, Paper, Trash –**
Use Water or Foam Extinguishers
- **CLASS B - Flammable Liquids, Gas, Oil, Paints, Grease**
Use Foam, CO2 or Dry Chemical Extinguishers
- **CLASS C - electrical**
Use CO2 or Dry Chemical Extinguishers

- **SAFETY CANS**

All flammable liquids are to be stored and used from OSHA-approved type safety containers. That would be metal cans with spring-closing covers and spark arresters.

- **STORAGE**

Only Store flammable or combustible liquids in OSHA approved containers. Store all combustibles in a cool, well-ventilated space free from heat or ignition sources. Do not store more than 25 gallons of any flammable or combustible liquid in one room. Do not store flammable substances in or on a vehicle or other equipment unless it is designated for flammable storage.

- **FIRE FIGHTING EQUIPMENT**

Fire fighting equipment is to be located in conspicuous, readily accessible places. It is to be periodically inspected and maintained in operating condition as required by OSHA regulations. Fire fighting equipment shall be kept free of obstacles that delay or prevent access. Employees are to be trained on the proper utilization and location of Company fire fighting equipment.

TOOLS

GENERAL

All hand and power tools used at Company workplaces shall be maintained in a safe and serviceable condition and are to be inspected periodically by the responsible supervisor.

All tools designed for use with guards are to have the guards in place when in use.

Employees will use PPE (i.e.: applicable tools of the trade) that require PPE during use.

- **DAMAGED, BROKEN, OR DEFECTIVE TOOLS**

Damaged, broken, or defective tools shall not be used to perform work activities. These tools must be reported to your supervisor and removed from the work area.



▪ **POWER TOOLS**

Only knowledgeable qualified operators are to operate power tools.

▪ **PROPER TOOLS**

Only use the proper tools and equipment for the task you are assigned to do.

▪ **STRIKING OF HARD FACED MATERIALS**

Do not bang or strike two hardened surfaces together without using proper personal protective equipment.

▪ **STORAGE**

All tools are to be kept in their proper storage place when not in use. Do not leave tools where they might present a tripping hazard, fall on somebody, or be stolen. Do not put sharp-edged tools where they cannot be seen or in your pockets.

This document is for your reference only.

You are not required to send back any pages from this document.

You MUST acknowledge having read this document by signature pages in the Letter of Offer.



MULTIPOINT WIRELESS LLC

SCHEDULE “D”

CONFIDENTIALITY & NON-DISCLOSURE / NON-COMPETENCY **/ NON-SOLICITATION AGREEMENT**



In consideration of my employment by Multipoint Wireless LLC or its subsidiaries, affiliates, successors or assigns (the "Company") I agree to the following:

1. Proprietary Rights in Developments

- a. All processes, programs, designs, ideas, discoveries, developments and works of authorship, as well as improvements and innovations thereof, whether or not patentable (collectively "Developments"), related to the Company's business activity or areas in which it would reasonably be expected to have an interest, that: (1) I conceive or develop alone or jointly, or (2) result from or are suggested by work or research during my employment with the Company, in all circumstances shall be the sole and exclusive property of the Company. I hereby assign all rights, title and interests in such Developments to the Company or its designee. To the extent permitted by law, I further agree to waive all moral rights, which I may have in and to such Developments in favor of the Company.
- b. I agree to: (1) notify the Company promptly of all such Developments; (2) cooperate fully with the Company, both during my employment and thereafter, in seeking and maintaining intellectual property rights such as patents or other legal protection on such Developments, at the Company's expense, in any and all countries; and (3) execute such documents as may be necessary to perfect the conveyance of all rights, title and interests in such Developments and all legal protection therefore.
- c. I represent and warrant that I have no agreements or obligations to others in conflict with anything in this agreement and that I do not own or have an ownership interest in any patent, application or development except the following (attach additional sheets if necessary) –

2. Duty of Loyalty

- a. While in the employment of the Company, I will not engage in any business, work, or research competitive with that carried on by the Company, or directly or indirectly serve, give advice to, or be employed by, an individual, firm, or corporation engaged in any business, work or research competitive with that carried on by the Company.

3. Restrictive Covenants

a. Non-Disclosure Covenants

I acknowledge that, as an integral part of the Company's business, the Company has developed, and will develop, at a considerable investment of time and expense, plans, procedures, methods of operation, methods of production, technical information, financial data, lists of actual and potential customers, suppliers, marketing strategies, plans for development and expansion, customer and supplier data, and other confidential and



sensitive information, including Developments, and I acknowledge that the Company has a legitimate business interest in protecting the confidentiality of such information. I acknowledge that, in my employment with the Company, I will be entrusted with such information. I, therefore, acknowledge a continuing responsibility with respect to the protection of the information and agree:

- 1) "Trade Secrets" shall be defined as information, without regard to form, (a) belonging to the Company or (b) licensed by or provided to the Company by third parties, including, but not limited to, Developments, technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers, which information is not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 2) "Confidential Information" shall be defined as any information other than Trade Secrets (a) belonging to the Company or (b) licensed by or provided to the Company by third parties, which information is material to the Company and not generally known by the public.
- 3) I will treat as confidential and will not, without the prior written approval of the Company, use (other than in the performance of my duties of employment with the Company), publish, disclose, or authorize anyone else to use, publish or disclose, either during the term of my employment or subsequent thereto, any information which constitutes Trade Secrets of the Company, whether or not the Trade Secrets are in written or tangible form, until such information is no longer a Trade Secret.
- 4) I will treat as confidential and will not, without the prior written approval of the Company, use (other than in the performance of my duties of employment with the Company), publish, disclose, or authorize anyone else to use, publish or disclose, any Confidential Information either during the term of my employment or for three (3) years after the termination of my employment, whether or not the Confidential Information is in written or other tangible form.
- 5) The foregoing obligations of confidentiality shall not apply to Trade Secrets or Confidential Information which:
 - a) is or has been generally available to the public by any means, through no fault of my own, and without breach of this Agreement; or



- b) is or has been lawfully disclosed to me by a third party without an obligation of confidentiality being imposed upon me; or
- c) has been disclosed without restriction by the Company or by a third party owner of the Trade Secrets or Confidential Information.

4. Confidential Information

- a. Notwithstanding the foregoing, with respect to any Confidential Information that I have received during my employment with the Company from a third party pursuant to a separate agreement or license that provides for a longer non-disclosure period for Confidential Information, I agree to abide by the longer closure period set forth in such separate agreement or license.

5. Non-Solicitation

a. Non-Solicitation of Employees and Contractors

I represent and warrant that during the term of my employment and for a period of one (1) year after the termination of my employment, I will not directly or indirectly, on my own behalf or on behalf of another entity, attempt to recruit, solicit, or induce any employee or contractor to leave his or her employment in order to go to work, as an employee, consultant, or contractor, for another firm. This is to include all employees and contractors whom I had managerial responsibility, worked with on Company and/or Customer teams or projects, or whom I gained salary or performance information on.

b. Non solicitation of Customers

I represent and warrant that, during the term of my employment and for a period of one (1) year after the termination of my employment, I will not directly or indirectly, on my own behalf or on behalf of another entity, actively solicit the business or patronage of any of the then current clients, customers, or accounts of the Company which were served or solicited by me, or about which I gained Trade Secret or Confidential Information.

6. Return of Company Property

- a. Upon termination of my employment, I will deliver to the Company all tangible records and property of the Company, including, but not limited to, all computer files drawings, memoranda, log books, engineering notebooks, correspondence, customer lists, supplies copies, computer discs and any other data, records or other property and copies thereof, which contain or disclose Confidential Information or Trade secrets, and I will not retain any copies of such information except with the written consent of an officer of the Company.



7. **Exit Interview**

- a. I agree if requested by the Company, to participate in an exit interview with designated company personnel for the purpose of reviewing the terms of this Agreement and ensuring Trade Secrets and Confidential Information will not be put at risk by any new position I may assume.

8. **Miscellaneous**

- a. This agreement is the complete understanding between the Company and me with matters referred to above. The laws of California State shall govern this Agreement. If for any reason any part of this agreement is held void or unenforceable, only that part will be considered stricken and the rest of the Agreement will remain in force.

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*You **MUST** acknowledge having read this document by signature pages in the Letter of Offer.*