

ADIL BUSINESS SYSTEMS, INC.

EMPLOYEE HANDBOOK

Year - 2025



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Mineola, NY- 11501
www.adil.com**

TABLE OF CONTENTS

SECTION 1: WELCOME AND INTRODUCTION	1
1.1. Message from the CEO.....	1
1.2. Company Background & Description	2
1.3. Company Mission & Vision	2
1.4. Company Contact Information	2
1.5. Employee Handbook Terms	2
1.6. A Word about this Handbook	3
SECTION 2: LAWS AND PRACTICES	4
2.1. Equal Employment Opportunity (EEO)	4
2.2. Americans with Disabilities Act	4
2.3. Immigration Law.....	5
2.4. At-Will Employment.....	5
2.5. Harassment and Discrimination Policy	5
2.6. General Safety and OSHA.....	7
SECTION 3: COMPANY POLICIES AND PROCEDURES	8
3.1. Code of Ethics.....	8
3.2. Conflict of Interests	8
3.3. Non-Compete/ Non-Solicitation Policy.....	8
3.4. Outside Employment.....	8
3.5. Relationship With Competitors.....	9
3.6. Code of Professional Conduct	9
3.7. Confidentiality	10
3.8. Employee Relations Philosophy	11
3.9. Communications and Open Door Policy	11
3.10. Certification and Licensing.....	11
3.11. Provisional/ Introductory Period	11
3.12. Work Schedules and Time Cards	12
3.13. Breaks and Meal Periods.....	12
3.14. Attendance, Punctuality, and Reporting Absences.....	12
3.15. Inclement Weather/ Emergencies.....	13
3.16. Personnel Records	13
3.17. Expense Policy	13
3.18. Zero Tolerance or Workplace Violence Prevention Policy.....	14
3.19. Dress Code and Public Image	14
3.20. Safety in the Workplace	14
3.21. Smoking Policy	15
3.22. Information Security Policy	15
3.23. Drug and Alcohol Free Workplace	16
3.24. General Policies.....	17
SECTION 4: EMPLOYEES WORKING AT THE CLIENT SITE	19
4.1. Employment.....	19
4.2. What is Expected of You.....	19
4.3. When to Contact Adil	20

SECTION 5: YOUR PAY AND PROGRESS	21
5.1. Employment Classifications	21
5.2. Payroll Practices & Paycheck Deductions	21
5.3. Direct Deposit	22
5.4. Recording Your Time	22
5.5. On Call	22
5.6. Overtime	23
5.7. Performance Reviews	23
SECTION 6: HOLIDAYS, PTO, AND OTHER LEAVE	24
6.1. Holidays	24
6.2. Paid Time Off (PTO)	24
6.3. Family and Medical leave	25
6.4. Maternity Leave	26
6.5. Bereavement Leave	26
6.6. Jury Duty & Court Appearance	27
6.7. Voting Leave	27
6.8. Break Time for Nursing Mothers	27
6.9. Personal Time Off- Brief Periods	27
6.10. Military Service Leave	28
SECTION 7: BENEFITS	29
7.1. Group Health Insurance	29
7.2. Continuation of Insurance under COBRA	30
7.3. Workers Compensation	30
7.4. Referral Bonus	30
SECTION 8: TRAVEL AND BUSINESS EXPENSES	31
8.1. Travel Expense Policy	31
8.2. Approval of Travel and Reimbursements.....	31
SECTION 9: SEPARATION FROM EMPLOYMENT	34
9.1. Resignation- Termination of Employment by the Employee	34
9.2. Dismissal- Termination of Employment by the Employer	34
9.3. Automatic Dismissal.....	34
9.4. Layoff and Recall	35
9.5. Company Property, Expense Reports, and Final Paycheck	35
9.6. Exit Interview.....	35
SECTION 10: ARBITRATION AND CHOICE OF LAW	36
SECTION 11: EMPLOYEE HANDBOOK ACKNOWLEDGEMENT	37

SECTION 1: WELCOME AND INTRODUCTION

1.1. Message from the CEO

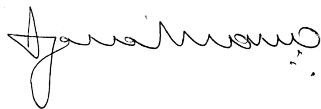
Welcome to Adil Business Systems, Inc. We are pleased you have joined our team and wish you every success here.

As an employee of Adil, the importance of your contribution cannot be overstated. You will quickly discover that at Adil, we are committed to quality and unparalleled customer satisfaction in all aspects of our business. Our goal is to provide the finest-quality services to our clients and to do so efficiently and economically. You are an important part of this process because your work directly influences our reputation. We believe that each employee contributes directly to Adil's growth and success, and hope you will take pride in being a member of our team.

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook will provide you information about the general administrative policies and procedures at Adil and also assist you in becoming familiar with some of the privileges and obligations of your employment. The policies and procedures presented within this Handbook are for information and illustrative purposes only. This Handbook does not create, express, or imply legally enforceable contractual obligations on behalf of Adil concerning any terms, conditions, or privileges of your employment. Additionally, your employment at Adil is at-will that can be terminated at any time, with or without reason or notice by either the employer or the employee.

At Adil, we value our employees, their contribution, and want them to succeed in their careers. We want you to know that you, as part of our team, are our most important and greatest asset. We could not accomplish what we do everyday without our employees. We are glad you have joined us, and hope your experience here will be challenging, enjoyable, and rewarding.

Sincerely,



J. Ram Ajjarapu
Chief Executive Officer

1.2. Company Background & Description

Adil Business Systems, Inc. was established in 1989 with a vision to assist its clients conceptualize and realize their business initiatives. Since its inception, Adil has made a mark as one of the most reputed professional services company in the United States. Adil has been very successful in the highly competitive professional services market place by providing miscellaneous consulting based services. Over the years, Adil has earned a reputation of being an innovative and dependable partner by delivering cost effective, sustainable, and business-oriented services and solutions to our customers and partners.

1.3. Company Mission & Vision

Mission: At Adil, it is our mission to support, manage, and improve our clients' operations with the highest level of professionalism and efficiency.

Vision: Our vision is to be the world's leader in providing highest quality consulting and staffing solutions services to public and private institutions all over the world.

1.4. Company Contact Information

Locations: **New York (Corporate Headquarters)**
55 Mineola Blvd, Suite 3, Mineola, NY- 11501
Phone: 212-683-5096

New Jersey
1 Cragwood Road, Suite 101, South Plainfield, NJ- 07080
Phone: 267-697-1022 Ext: 402

Rhode Island
2 Regency Plaza, Suite 11, Providence, RI- 02903
Phone: 401-331-0755

Website: www.adil.com

Email: info@adil.com

1.5. Employee Handbook Terms

Employer: Adil Business Systems, Inc. is the employer of all full-time, part-time, and temporary employees and may also be addressed as "Adil" or the "Company".

Employee: An individual employed, provided compensation, and has his or her work directed and evaluated by Adil.

Client: Any organization using the services of Adil. The term also includes any third party that the Company is/was soliciting to be a customer at any time during the twelve month period preceding the termination of an Employee's employment here under for any reason.

Handbook: The Employee Handbook, which is a compilation of personnel policies, practices, and procedures currently in effect at Adil.

1.6. A Word about this Handbook

This Employee Handbook contains information about the Company and its employment policies and practices. You are expected to read this Handbook within one week of its receipt and direct any questions concerning any of the policies, procedures, your employment, or benefits to your Supervisor or Human Resources. The "Employee Handbook Acknowledgement Form" must be signed and returned to the Human Resources within one week of the receipt of this Handbook.

The provisions of this Employee Handbook are for information and illustrative purposes only. This Handbook does not constitute a contract for employment between Adil Business Systems, Inc. and its employees nor it is intended to create a contract guaranteeing that you will be employed for any specific period of time or for any specific type of work.

Employees of the Company are considered "at-will", and therefore, either the employee or the Company may terminate the employment relationship at any time with or without cause or notice. No person other than the President/CEO or by designee approved by President has authority to enter into any agreement for employment for any specified period of time and any such agreement must be in writing.

Except for the policy of at-will employment, the Company reserves the right to modify the provisions of this handbook at any time without further notice. No oral statements or representations can change the provisions of this Employee Handbook. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time at the discretion of the Company. The Company retains the right to make decisions involving employment as needed to conduct its work in a manner that is beneficial to the employees and the Company.

This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements. The contents of this Handbook are confidential and proprietary in nature and are not be divulged to anyone inside or outside the Company unless they have been authorized to receive it.

As the Company operates in various states, all policies and workplace practices will be in full compliance with all applicable state laws. If you should have any questions regarding applicable state laws, you should contact the Human Resources for further details.

SECTION 2: LAWS AND PRACTICES

2.1. Equal Employment Opportunity (EEO)

Adil is committed to provide equal employment opportunity in all of our employment practices to all qualified applicants and employees regardless of an individual's race, religion, color, gender, age, sexual orientation, gender expression/identity, national origin, disability, military status, family status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies. This policy extends to all aspects of the employment relationship, including, but not limited to recruitment, interviewing, hiring, job assignments, training, compensation, promotion, benefits, discipline, use of facilities, participation in Adil sponsored activities, termination, and all other terms, conditions, and privileges of employment.

Each employee has the responsibility to report unlawful discrimination, whether the source of the discrimination is a co-worker, a manager, the employee of a client, or the employee of a vendor. Further, employees have a responsibility to report unlawful discrimination whether they are the person unlawfully discriminated against or merely observe the unlawful discriminatory behavior. Supervisors who become aware of unlawful discrimination, regardless of the source, must take immediate appropriate action. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination in violation of this policy will be subject to disciplinary action, up to and including termination of employment. You may discuss equal employment opportunity related questions with the Human Resources.

2.2. Americans with Disabilities Act

Adil is committed to complying with the Americans with Disabilities Act Amendments Act (ADAAA) of 2008, the Americans with Disabilities Act (ADA) of 1990, and its related Section 504 of the Rehabilitation Act of 1973, as applicable. The ADA requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

A "qualified individual" is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. ADA defines "disability" as a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or being regarded as having such an impairment. "Major life activities" include but are not limited to caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. All employees, including employees with serious or life-threatening illnesses, must maintain acceptable performance standards.

Adil makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. An applicant or employee in need of a reasonable accommodation should provide a written notice to the Human Resources to enable the individual and the Company to work together to determine that an appropriate reasonable accommodation exists. Also, when appropriate, we may need your permission to

obtain additional information from your physician or other medical or rehabilitation professionals. An employee's medical information is confidential. Disclosure of employee medical information is restricted to limited situations where a Supervisor has a job-related reason to know it. Employees who disclose employee medical information without proper authorization will be subject to disciplinary action, up to and including discharge.

2.3. Immigration Law

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Adil verifies the identity and employment authorization of each person hired. Adil only employs individuals who are legally authorized to work in the United States. Furthermore, Adil does not continue to employ any individual whose legal right to work in the United States has been terminated.

E-Verify is an internet-based employment verification system operated by the Department of Homeland Security (DHS) in conjunction with the Social Security Administration (SSA). Form I-9 from the system is used to verify your identity and employment eligibility. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 and present documentation establishing identity and employment eligibility. If you cannot verify your right to work in the United States within three days of hire, the Company is required by law to terminate your employment.

If an employee is authorized to work in this country for a limited period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

2.4. At-Will Employment

Adil Business Systems, Inc. is an at-will employer. This means that regardless of any provision in this Employee Handbook, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this employee handbook or in any document or statement, written or oral, shall limit the right to terminate employment at will. Any employment relationship other than at-will must be set out in writing and signed by the President of the Company. Except for an employment contract, any document or statement, written or oral, prior, current, or future that conflicts with the employment at-will policy is void.

2.5. Harassment and Discrimination Policy

Adil is proud of its work environment in which all employees are treated with respect, dignity, and courtesy. Adil does not and will not tolerate any type of discrimination or harassment of our employees, applicants for employment, or our customers. At Adil, all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. The Company will not allow any form of harassment in the work environment, on its worksites, in its vehicles, in or near its facilities, or at company-sponsored events. Adil also strives to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients, and suppliers.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's race, religion, color, gender (including pregnancy), age, sexual orientation, gender expression/identity, national origin, disability, military status, family status, or any other status or condition protected by applicable federal, state, or local laws that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexual harassment is defined as unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment. Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gesture, text messages, voice messages, and emails; and display in the work place of sexually suggestive objects or pictures. The Company will not allow any form of sexual harassment in the work environment, on its worksites, in its vehicles, in or near its facilities, or at company-sponsored events.

Racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin. Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

Employees should be aware that the use of e-mail, voice mail, or other electronic messaging systems, or the Internet, might give rise to liability for harassment. Employees may not generate, should not receive, and must not forward, any message or graphic that might be taken as offensive based on sex, gender, or other protected characteristic. Employees receiving offensive messages or graphics over the Company's computer equipment should report those messages to the Human Resources. Employees are reminded that Adil's computers and the data generated on, stored in, or transmitted to or from the Company's computers remain the property of Adil for all purposes. Adil retains the right to monitor its computers, computer systems, and networks to ensure compliance with this requirement.

If you believe that you have been subjected to unlawful harassment of any kind, you are responsible for reporting the harassment immediately to your Supervisor or the Human Resources. Every report of harassment will be investigated promptly and impartially, with every effort to maintain employee confidentiality. All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation. If the Company finds that its policy has been violated, it will take appropriate corrective and remedial action, up to and including termination of employment. If an employee makes a report to any of the members of management and the Supervisor either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

Any employee who makes a good faith complaint, or who cooperates in the investigation of any complaint, will not be retaliated against or discharged because of the complaint. Anyone who engages in such retaliatory behavior will be subject to disciplinary action, up to and including termination. The Company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy.

Adil is committed to enforcing its policy at all levels within the Company, and any employee who engages in prohibited discrimination or harassment will be subject to discipline, up to and including termination of employment. If you should have any questions regarding this policy, you should contact the Human Resources.

2.6. General Safety and OSHA

Safety is a priority at Adil and we strive to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act (OSHA) of 1970. As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules; adhere to all safety instructions provided by your Supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers. If your job site does not have the Material Safety Data Sheets (MSDS) for all of the chemicals you are required to work with, or if you do not understand your MSDS's, you should notify your Supervisor or Human Resources immediately.

OSHA also requires us to keep records of all the illnesses and accidents that occur on the job and provides for your right to know about any health hazards that might be present on the job.

Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate covers all work related accidents. The State Workers' Compensation Act requires that you report any illness or injury caused by the workplace. Employees are encouraged to report all workplace accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues immediately to the Supervisor. You may seek help from outside emergency response agencies as well, if required. You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury irrespective of requirement of medical attention. You can obtain the required forms from the Human Resources.

SECTION 3: COMPANY POLICIES AND PROCEDURES

3.1. Code of Ethics

Ethics is a core value at Adil. That means qualities such as integrity, individual responsibility, and accountability matter every bit as much as bottom-line results. Doing right and doing well are inseparable. Adil expects the highest standards of ethical conduct and fair dealing from each employee, officer, director, volunteer, and all others associated with the Company. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, members, customers, and community. All our activities are to be conducted in compliance and spirit of all laws and regulations. You are charged with the responsibility of understanding the applicable laws, recognizing potential dangers and knowing when to seek legal advice.

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 with the Supervisor or the Human Resources. Compliance with this policy is the responsibility of all employees. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

3.2. Conflict of Interests

All Adil employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Therefore, employees must never use their positions with the Company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, companies or business entities. Employees of the Company shall conduct their personal affairs such that their duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the Company.

3.3. Non-Compete/ Non-Solicitation Policy

Adil prohibits and condones current and former employees from engaging in direct or indirect competition with the company. Competition is defined as soliciting or accepting employment by, or rendering professional services to, any person or organization that is or was a client of Adil during the term of the employee's work with Adil and for a period of twelve months from the date that the employee was last employed by the Company.

3.4. Outside Employment

Because of Adil's obligations to its clients, the company must be aware of any concurrent employment that you may have to determine whether or not it presents a potential conflict of interest. Serving on any public or government board or commission qualifies as employment for purposes of this policy, regardless of whether such service is compensated. Before pursuing employment outside of Adil, employees are required to provide details of the involvement with the other employer and obtain a written approval from the Human Resources. Failing to obtain approval as described may cause for a disciplinary action, up to and including termination.

Employees, who are on any leave of absence, including Family and Medical Leave Act (FMLA) leave or Workers' Compensation leave, are prohibited from pursuing employment during their absence.

3.5. Relationship With Competitors

In order to compete effectively and fairly in the marketplace with our many competitors, Adil Business Systems Inc. must remain alert to changes in services and products offered to the public by our competitors. Employees may not, however, seek to gain this information improperly. For example, it is prohibited to hire an employee of a competitor to gain access to that competitor's trade secrets or proprietary information. Similarly, an employee or former employee is prohibited from providing such confidential information to our competitors.

Both federal and state laws prohibit conspiracies or agreements that unreasonably restrain trade. Formal or informal understandings or agreements between competitors concerning the pricing of services or limitations on the output of services are unlawful and may not be discussed by an employee with any competitor.

3.6. Code of Professional Conduct

Adil expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable, and productive. General cooperation between coworkers and supervisors is expected. In addition to complying with Company policies and job specific requirements, you are also expected to obey the rules and regulations of Adil Business Systems, Inc. job and client sites.

It is not possible to list all the forms of behavior or conduct that are considered to be unacceptable in the workplace. In most instances, your own good judgment will tell you what is the right thing to do. Below are some examples of conduct that are not acceptable and may result in disciplinary action, up to and including termination of employment:

- Violations of any of the Company laws and practices
- Dishonesty, including, but not limited to: willful falsification of any pay, time, employment record
- Soliciting or accepting gifts (money, services or merchandise) in connection with Company business.
- Theft or inappropriate and unauthorized possession of Company property
- Violating any of the Company's rules regarding drugs and alcohol and/or fitness-for-duty
- Deliberate damage to or destruction of property belonging to the Company or any of its stakeholders
- Insubordination, which is defined as refusal to obey a supervisor's instructions or willful disobedience when directed to perform work
- Unethical or illegal conduct in the course of your employment
- Reckless disregard for or willful violation of any safety or security rules
- Participation in a fight or other physical altercation on Company premises and work sites
- Gross neglect of duties or job responsibilities
- Excessive tardiness, absenteeism, or unacceptable patterns of absenteeism
- Unauthorized absence from work
- Gambling or loan-sharking while on Company premises

3.7. Confidentiality

During your employment at Adil, you may have access to confidential and/or proprietary information and knowledge about our business policies, clients, other employees, procedures, and methods. The protection of confidential business information and trade secrets are vital to the interests and the success the Company. Information that pertains to Adil's business, including all non-public information concerning the Company, its vendors and suppliers, is strictly confidential. Such confidential information includes, but is not limited to, the following:

- The business operations of Company, including any elements of its strategic plan (whether or not formally documented), unique creative marketing procedures, confidential reports, and technologies that directly relate to profitability and business.
- The internal structure of Company including, without limitation, the size of Company or number of personnel
- Employee information and compensation data
- Information related to our customers, suppliers, contractors, and subcontractors including without limitation names, addresses, contracts, terms, volume, etc.
- Pricing, credit, and financial information
- Information including without limitation, trade secrets, technical data, sales figures and forecasts, marketing analyses, and studies, and any pending projects and proposals

All papers and records of every kind, including all memoranda, lists, tapes, notes, designs, plans, data, and other documents, whether made by employee or not, relating to the business and affairs of Company or to any business or field of investigation of Company which shall at any time come into possession or control of employee, shall be the sole and exclusive property of the Company and shall be surrendered to the Company at any time upon request but no later than upon cessation of employee's employment, along with any copies of any such documents.

You must protect confidential information that may include, but not limited to, trade secrets, client lists and company financial information by taking the precautionary measures including but not limited to:

- Discuss work matters only with other Adil employees who have a specific business reason to know or have access to such information
- Do not discuss work matters in public places
- Monitor and supervise visitors to Adil to ensure that they do not have access to confidential information
- Destroy hard copies of documents containing confidential information that are not otherwise to be retained, filed or archived
- Secure confidential information in desk drawers and cabinets at the end of every business day

Cooperation is particularly important due to our obligation to protect the security of our clients' and our own confidential information. If at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult the Human Resources.

Violation of this policy during your employment may result in disciplinary action, up to and including possible termination. In addition to any other rights and remedies available to the Company, it may be entitled to an injunction to be issued by any court of competent jurisdiction restraining an employee from committing any further violation of such covenants. By accepting employment, Adil employees consent to the issuance of such an injunction without need of a bond or showing of actual damages.

3.8. Employee Relations Philosophy

Adil Business Systems Inc. seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation of our employees. Employees are expected to treat each other with mutual respect. Adil is also committed to provide the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork with individuals working together to attain a common goal.

To maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually rewarding relationship.

3.9. Communications and Open Door Policy

In the Scenario when Adil needs to contact you, it may do so directly or by enabling voice, text, or e-mail messages. Adil may also use an automated communication system to relay work-related information such as job opportunities, reminders, and other informational messages.

Adil has an "open door" policy and is here to support both our customers and our employees. We value each employee and strive to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to the Supervisor or the Human Resources. The bottom line is, we can't respond to problems if we do not know they exist. You are also encouraged to offer ideas and/or constructive criticism to your supervisors or the Human Resources. We also encourage you to take part in project teams or problem-solving teams and cost reduction projects. Your participation in continuous improvement is essential to the success of the Company.

3.10. Certification and Licensing

The Human Resources will inform you if there is any licensing, certification or testing requirements for your job. It is the responsibility of the employee to ensure that licenses and certifications are active and current all time. If an employee's license or certification becomes invalid, the employee must notify his/her immediate supervisor and the Human Resources. Having a lapsed license or certification may be grounds for disciplinary action, up to and including termination of employment. The Company is not entitled to pay an Employee for any license or certification renewal.

3.11. Provisional/ Introductory Period

All new employees are subject to an introductory period at the beginning of their employment. The introductory period is intended to give you the opportunity to demonstrate your ability to achieve a satisfactory level of performance and to determine whether the new position meets your expectations. In the event that the job performance is evaluated as being unsatisfactory, you may be terminated without prejudice at any time for any reason during the provisional period. During said provisional period, you may or may not be eligible for some of the benefits offered by the Company to regular employees. In most cases, this introductory period will last

for ninety days from the date of hire. Throughout this time, your performance will be monitored, and you will receive periodic feedback regarding your performance. At the end of your introductory period, a decision will be made, at Adil's discretion, about granting you a regular employee status, extending your introductory period, or terminating the employment relationship.

Generally, any requests for paid time off will not be granted during the introductory period. At the Company's discretion, paid or unpaid time may be granted provided that the time was discussed and approved prior to start of your employment. If an extended leave of absence was granted, the length of the absence will automatically extend the introductory period. Your successful completion of this evaluation period does not result in any change in the employment at-will relationship as described in this Handbook.

3.12. Work Schedules and Time Cards

Work schedules for employees vary throughout the Company based on specific contracts assigned or job responsibilities. Your Supervisor and/or the Human Resources will advise you of your work schedule. A regular workweek for full-time regular employees normally consists of at least 40 hours of work scheduled over 5 workdays, Monday through Friday. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment. Once you have begun an assignment you will report directly to your Supervisor for all matters relating to its completion.

Your Supervisor may require that you keep track of your days at work, and your vacation time and other time off on a time sheet. A new time card or time sheet should be used for each time period. Time sheets must be completed accurately. Your signature on your time sheet is required to certify its accuracy as a record of the time actually worked. Falsification of time sheet can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time sheet is a fraudulent act for which an employee may be prosecuted.

3.13. Breaks and Meal Periods

The Company offers all employees the opportunity to take rest periods and meal periods during the course of a workday and in accordance with all state laws. All breaks and meal periods must be scheduled in advance and approved by the Supervisor or the Human Resources.

3.14. Attendance, Punctuality, and Reporting Absences

The Company believes that a good record of attendance and punctuality is an essential component of good work performance. It is important for you to report to work on time as scheduled and to avoid unnecessary absences. We recognize that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the image and success of the Company. If, for any reason, you are unable to report for work on time, or are unable to remain at work until the end of your normal workday, you must notify your Supervisor directly before your regular starting time. All time off, must be requested in advance and should be submitted in writing as outlined in the appropriate categories, except for sick leave. Excessive absences may result in disciplinary action, up to and including termination.

3.15. Inclement Weather/ Emergencies

The Company will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. When the decision is made to close, open late or close early, employees will receive official notification directly from their Supervisor. For employees that are assigned to a contract, specific job site procedures for inclement weather or emergencies will be followed.

Generally, on days when there is a delayed opening or business hours are shortened due to severe inclement weather or emergency, employees who are present at work on that day will receive pay in accordance with applicable state and federal wage and hour laws. However, if, due to inclement weather or emergency, you fail to report for work on a day when the Company is open, or you request to leave early when the Company remains open, you must receive approval from your Supervisor. Additional information regarding the Inclement Weather and Emergencies Policy can be obtained from the Human Resources.

3.16. Personnel Records

It is important that the personnel records of the Company be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, Adil requires that you will promptly notify the Human Resources of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with the Company. All new employees must complete and return the "Employee Information Form" to the Human Resources with seven days of receipt of this Handbook.

In response to valid requests to verify employment, for business references, or for credit purposes, the company will release employment status, i.e., active or terminated, job title, and dates of employment. Additional information regarding employment will be released upon written authorization from the employee. Additional information may also be released pursuant to subpoena or other legal obligation.

Upon request, you may inspect your own personnel file and in accordance with applicable state laws. Inspections will be held on corporate premises in the presence of a corporate official. Contact the Human resources to arrange a time to view these records.

3.17. Expense Policy

It is the policy of the Company to reimburse staff for reasonable and necessary expenses incurred on behalf of the Company. Under no circumstances shall expenses for personal items be charged to or temporarily funded by the Company. To claim a reimbursement, please sign your reimbursement form and forward it to your Supervisor for review. Once approved, your Supervisor will submit it to the Finance Department for the payment. Please attach all bills or vouchers as proofs. Do not submit your reimbursements and your vouchers separately. Ensure to categorize the expenses in the proper account heads with descriptions. Reimbursements will be dispersed on an average of three weeks after the submitted expenses are verified and submitted for processing. The Company will also reject any expenses rejected by the client. For reimbursement of travel related expenses, refer to Section 8: Travel and Business Expenses.

3.18. Zero Tolerance or Workplace Violence Prevention Policy

Adil has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace either committed by or directed to our employees. Employees are not permitted to bring weapons of any kind into the company premises or to company events. Any employee who is suspected of possessing a weapon will be subject to a search at the Company's discretion. Such searches may include, but not be limited to, the employee's personal belongings, desk and workspace.

If you receive or overhear any threatening communications from an employee or outside third party or witness an employee or outside third party with a weapon of any kind, report it to the Supervisor immediately. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately. All reports of work-related threats will be kept confidential to the extent possible, investigated, and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation. Violations of this policy, including your failure to report or fully cooperate in investigation, may result in disciplinary action, up to and including termination.

3.19. Dress Code and Public Image

As an employee of Adil, we expect you to present a clean, safe, and professional appearance when you represent us, whether you are in or outside of the office. Your attire should be consistent with the type of work you are performing, as well as being appropriate for the position you hold, and the image that the Company seeks to project. Clothing must be tailored, neat, and clean. Good personal grooming and hygiene are also essential and should contribute to a professional appearance. If you have further questions about your expected attire, please discuss with your Supervisor. As always, please use common sense in your choice of business attire. Any employee who violates the dress code policy or arrives at work without appropriate work attire will be subject to disciplinary action, up to and including termination.

3.20. Safety in the Workplace

Each employee is expected to follow safety precautions and practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately. If you are injured or become sick at work, no matter how slightly, you must inform the Human Resources immediately. You are to familiarize yourself with the locations, contents, and use of first aid and firefighting equipment. If your job duties require safety equipment that has not been provided, contact your jobsite supervisor or Human Resources before performing the job for which you need the safety equipment.

You are expected to observe all applicable safety requirements, to make sure that you have all available safety equipment, to use the safety equipment provided, to practice safety at all times, and to report immediately any unsafe or hazardous conditions to your Supervisor. It is a job requirement that you help detect and eliminate unsafe conditions or acts at all times. A violation of a safety precaution is in itself an unsafe act and may lead to disciplinary action, up to and including termination.

3.21. Smoking Policy

Our goal is to provide a healthy and pleasant work environment for all employees. The Company prohibits any form of tobacco use on the Company office premises, except in designated outdoor areas. Employees should limit their smoking breaks so as not to compromise productivity. Smoke breaks are considered a "rest period" and are to be taken according to Company policy. Employees working at client site must comply with the smoking policies and any state or local regulations at the client location. Employees must direct questions on client-specific smoking policies or regulations to the Human Resources. Any violations of the Company's smoking policy will be subject to disciplinary actions up to and including termination of employment.

3.22. Information Security Policy

Adil is committed to safeguard the integrity and confidentiality of our information and security systems, as well as those entrusted to us by our client and suppliers. "Information" is any form of data created, stored, or transmitted electronically or on paper format. "Information systems" are assets, such as computer hardware, computer files and records, software, magnetic media, and internal/external communication systems.

As a condition of employment, employees are expected to safeguard these systems from unauthorized use, disclosure, modification, destruction, or loss. Employees may use our Systems to communicate internally with co-workers or externally with clients, suppliers, vendors, advisors, and other business acquaintances for business purposes. Access to the Internet is given principally for work-related activities or approved educational/training activities. All information that is created, stored, or transmitted on the Company or its clients' systems is the property of Adil or its clients.

The employee responsibilities and obligations regarding Information Security include but are not limited to the following:

- Do not access, download, or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.
- Use workplace information systems for business purposes only, and not for inappropriate purposes such as illegal activity, gambling, posting on social media, soliciting or engaging in unauthorized commercial activities.
- Do not duplicate, delete, or disclose the Company's, or its clients' proprietary or confidential information or remove information or information systems without proper authorization.
- Keep your passwords confidential and do not share them with others. You will be held accountable for all actions performed with your username and password.
- Do not use software that would provide unauthorized access to the workplace computers or would disrupt the equipment in any way.
- Do not expect privacy when using the Company's or its clients' information systems. All electronic files and e-mail sent, received, or stored in Adil or its clients' information systems are the property of Adil or its client, and as such, subject to monitoring.
- The Company reserves the right to monitor, audit, and terminate employees' access to information and information systems at any time without notice.

- Except as authorized by your Supervisor in the course of your work duties, do not access the computer(s), email account(s), or files of any other Company employee.
- Respect and comply with copyright, trademark, and similar laws, and use such protected information in compliance with applicable legal standards.
- Report suspected violations of the Information Security Policy to the Company or its client's HR Department.

Employees violating any terms of this policy may be subject to disciplinary action up to, and including, termination of employment and/or pursuit of criminal prosecution or civil remedies. If you have questions about the acceptable use of our Systems or the content of electronic communications, contact the Human Resources for advance clarification.

3.23. Drug and Alcohol Free Workplace

Adil takes seriously the problem of drug and alcohol abuse and is committed to providing a work place free of such substances. It is a condition of your employment and continued employment with Adil that you comply with the drug and alcohol free work place policy.

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances on any property or vehicle owned by the Company. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy. In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

In accordance with the Drug-Free Workplace Act of 1988, employees must notify the Supervisor and the Human Resources of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Consistent with its fair employment policy, the Company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The Company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the Company's policies and applicable federal, state or local laws.

As part of the Company's policy to ensure a drug and alcohol free workplace, within the limits of applicable federal and state laws, the Company reserves the right, in its sole discretion, to test for drugs and alcohol. Some such situations may include, but not be limited, to the following:

- In conjunction with an offer of employment with the Company
- Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs
- As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident
- On a random basis, where allowed by statute

- As a follow-up to a rehabilitation program, where allowed by statute
- As necessary for the safety of employees, customers, or the general public where allowed by statute.

Any employee who, as a result of drug testing and screening, is found to have detectable levels or identifiable trace quantities of alcohol or a prohibited drug in his or her system, without an explanation satisfactory to the Company, will be considered in violation of this policy, will be removed from Company property or jobsite, and will be subject to disciplinary action which includes participation in a rehabilitation program or termination of employment. If employment is continued, such employees may be required to submit to random drug screens and/or to participate in and successfully complete a substance abuse program.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of Company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this drug and alcohol policy.

Additional information regarding the Company's Drug and Alcohol policy can be obtained from the Human Resources.

3.24. General Policies

1. **Workspace:** A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

2. **Personal Property:** The Company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

3. **Reference Checks:** Our Company will not honor any oral requests for references. All requests must be in writing. Generally, we will only confirm our employees' dates of employment, salary history and job title. Under no circumstances should an employee provide another individual with information regarding current or former employees of our Company. If you receive a request for reference information, please forward it to the Human Resources.

4. **Distribution of Material:** To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature, including handbills, in work areas during the work hours of any employee involved is prohibited. Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

5. **Visitors:** To provide for the safety and security of employees and the facilities of Adil, only authorized visitors are allowed in the workplace. If you notice the presence of any unauthorized individual(s) on Company premises, you should notify your Supervisor immediately.

6. Recording Devices in the Workplace: Employees are prohibited from having any form of recording or photography device in the workplace and from recording or photographing fellow employees in the workplace or during working time. Violations of this policy may result in a disciplinary action including the possibility of discharge, immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the Company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of corporate management and the recording device is being used in an authorized manner to further corporate business.

7. Social Media: We encourage you to use good judgment when communicating via social media. While posting on social media, make it clear that the views expressed are yours alone. Do not purport to represent the views of the Company in any fashion. Do not disclose confidential or proprietary information regarding the Company or your coworkers that could subject the Company to legal liability. If the Company is subjected to government investigation or financial liability based on your disclosures, the Company may seek to hold you personally responsible.

8. Office Equipment: You will be provided with the necessary equipment to do your job. Certain equipment is assigned to employees depending on the needs of the job, such as a calculator, personal computer, printer, and access to central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior authorization. You are expected to treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action. Any items or packages taken out of the work place are subject to inspection at any time. Likewise, any personal locker or storage space provided to you in the office is also subject to inspection at any time. Use of radios, audio headsets, and televisions, Company owned or otherwise, is at the discretion of the Manager, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of others to perform their work.

9. Phone System and Cellphones: Company telephone system is principally for work-related activities only. However, incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Personal use of the office phone system to make local calls should be kept to a minimum and personal toll calls should not be made using the system. Personal cellular telephones must be turned off or set to a silent alert during working hours while on corporate premises. You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

10. Miscellaneous Items: Use of Company vehicles, workplace stationery, office supplies, or postage for personal use is strictly prohibited.

Violations of the general policies may result in disciplinary action up to and including termination.

11. Returning to Work: The onboarding paperwork would need to be re-initiated if the employee has not worked for more than 6 months and the sick time will become null. The employee health paperwork would need to be cleared to start their 1st day of work to complete the orientation.

SECTION 4: EMPLOYEES WORKING AT THE CLIENT SITE

4.1. Employment

Adil's goal is to help you find the right opportunity to suit your employment needs. Your contract assignment will vary in duration and allow you to work within your interest levels. Your role is temporary in nature and the duration of any assignment is based on the business need and may change with or without notice. On being hired and placed with one of our many clients, you will have the opportunity to build your skills and gain valuable work experience.

4.2. What is Expected of You

When you accept an assignment, you represent Adil's ever-growing team of professionals. It is important to note that Adil is your employer and not the client you are assigned to. Please discuss all your employment related issues with Adil, and not with your designated client. Failure to adhere to this guideline could result in a disciplinary action.

The Human Resources will provide you with any and all the details required prior to your first day of work at the client location. They will also let you know the proper attire and expected shift timings for your project. If the client makes any changes in your responsibilities, please contact the Human Resources immediately.

Adil expects the best from all its employees. This means demonstrating the following characteristics:

- **Responsibility** - On acceptance of any assignment, we expect you to completely fulfill your responsibilities. Please contact Human Resources immediately if you are unable to cope with the responsibilities assigned. You are solely accountable for any personal belongings taken to the workplace.
- **Reliability** – You are expected to honor your commitment to be at work on time every day, and to finish the tasks assigned to you.
- **Efficacy** – Always ensure to verify the accuracy of your work. Offer to perform additional tasks when appropriate, and inform the client of the status of your work on a regular basis.
- **Professionalism** - Keep your work area clean and organized. Do not use the client's equipment and supplies for your private use, and do not take any items that belong to the client (e.g. notes, calculators, office supplies). Also, the solicitation of employees and the general distribution of literature, products, or services are not permitted.
- **Conscientious Communication**- Keep personal phone calls to a minimum. Desist from exchanging personal e-mail and instant/text messages at work.
- **Timeliness** - Record all actual hours worked for each day worked.
- **Discretion**- Safeguard the proprietary or confidential information of any client and protect the confidential information and materials by maintaining and storing them appropriately.

4.3. When to Contact Adil

You are expected to maintain clear communication and inform the Company when any of the following situations occur:

- You are expected to be late or have an emergency that prevents you from reporting to work on time. Notify your direct supervisor at the client site as well as the Human Resources at Adil if such a situation arises.
- You are unable to complete an assignment within the stipulated timeframe. In this situation, you are required to contact Human Resources and not the client. We will inform them and make the appropriate arrangements.
- You are not satisfied with your work assignment. Do not speak with the client directly. Instead, you are required to contact Human Resources to discuss possible solutions.
- Your work duties are different or have changed from those originally described by the Company.
- The client asks you to work overtime.
- Your availability changes or you have commitments that will keep you from being available.
- You plan to take time off for a vacation or holiday.
- You have moved or your contact information has changed (e.g. Payroll Address, E-Mail Address, Phone Number).
- You feel you are being harassed at work by a supervisor or co-worker.
- You are injured at work or the work environment seems unsafe.
- You are charged with, or found guilty of, any criminal offense (where applicable by state law).
- Your assignment has ended, and/or the client wants you to return at a later date.
- The client offers to hire you directly.
- You are instructed or prevented from recording and reporting all actual hours worked, at any point in your assignment. If this occurs, you are required to immediately notify the Human Resources.

SECTION 5: YOUR PAY AND PROGRESS

5.1. Employment Classifications

An employee is notified at the time of hire, of his or her specific status and compensation category. As per the guidelines established by the Fair Labor Standards Act (FLSA), all employees are designated as Exempt or Non-Exempt.

- **Exempt:** An employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the FLSA. All Executive, Administrative, Professional, Computer-Related, Outside Sales, and Highly Compensated positions are classified as exempt by definition.
- **Non-Exempt:** An employee who is paid an hourly rate and does not meet the qualifications from the overtime requirements of the FLSA. An accurate record of hours worked must be maintained for all non-exempt employees. Adil will compensate non-exempt employees in accordance with the applicable federal and state law and regulations.

Additionally, the following groupings are used at Adil to describe the compensation category and benefits eligibility of its employees.

- **Regular Full-Time:** An employee who is regularly scheduled to work at least 40 or more hours per week and has successfully completed the introductory period. Regular full-time employees may be either non-exempt (hourly) or exempt (salaried) employees. A Full-time employee is generally eligible for all the Company provided benefits in accordance with the eligibility requirements.
- **Regular Part-Time:** An employee who is scheduled to work 10 or more hours but less than 40 hours per week and has successfully completed the introductory period. A regular part time employee may receive certain benefits provided to full time employees.
- **Temporary Employee:** An employee who is hired on an as needed basis for a specific project or a specific period of time and whose employment will terminate no later than completion of that project or period. A temporary employee is paid only for the hours worked. A temporary employee is not eligible to receive any Company paid benefits, except as required by law.
- **Provisional Employee:** An employee who is yet to complete the 90-day introductory/provisional period after first being hired.
- **Hourly W2 Employee:** An employee who is paid by the hour, and has payroll taxes automatically deducted from the paycheck by the employer.
- **Independent Contractor:** An employee who provides services to the Company under terms agreed upon by both parties and does not have payroll taxes deducted by the employer.

5.2. Payroll Practices & Paycheck Deductions

Adil is committed to paying employees on time, accurately, and in compliance with all state and federal laws, including, when applicable, the overtime pay requirements and salary pay requirements of the Fair Labor Standards Act (FLSA). Employees exempt from overtime will be notified.

The Company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal, state, city taxes, Social Security (FICA) taxes, and other legally required deductions (e.g., garnishments and tax levies) that have been served to Adil. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement. If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources.

5.3. Direct Deposit

Direct deposit or electronic pay is the fastest, safest, and most reliable way to be paid where salary is deposited directly into your bank account. While being paid electronically, you do not have to worry about lost or stolen paychecks, getting to the bank on time, or paying expensive check cashing fees. If your time is submitted timely and accurately, your pay will be always available on the payday. Direct deposit is required for all employees. The Human Resources will give you the authorization form for direct deposit along with the payroll calendar. The payroll department will provide you with directions to set up an account with ADP who is our payroll service provider. With ADP, your paystub is posted electronically to a secure Internet site rather than mailed to your home. Enrollment into ADP is mandatory.

5.4. Recording Your Time

All non-exempt employees must record their hours on time sheets and submit them to the Supervisor on a weekly basis. All timesheets must be submitted no later than 12:00 PM on Monday following the end of the pay period. Late submittals of timesheets may affect payroll and cause accounting issues for the Company.

Accurately recording all your time is required in order to ensure that you are paid for all hours worked. You are responsible for maintaining your own time records. Do not allow another employee to complete the time record on your behalf, and do not sign on a time record for any other employee. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift
- Immediately after finishing your shift
- Immediately before and after any other time away from work

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law. 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. If corrections or modifications are made to the time record, the Supervisor must verify the accuracy of the changes and provide his/her signature for approval.

5.5. On Call

It may be necessary for individuals in certain positions assigned to specific contracts to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

5.6. Overtime

Due to the nature of certain positions, employees may be asked to work overtime on weekends, holidays, and/or additional hours during regular workdays. Employees are expected to fully comply with such requests. Although you will be given advance notice when feasible, this is not always possible. Exempt employees are not paid overtime for hours worked above forty hours per week. A moderate amount of expected overtime is built into your compensation package as a salaried employee.

Overtime compensation is paid to all non-exempt employees at one and one-half times their regular time rate for all hours worked in excess of 40 hours per week, unless the state or local law requires a higher rate. If you are a non-exempt employee, you are required to receive an authorization from your Supervisor prior to working overtime. Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation, personal leave, training seminars or any leave of absence will not be factored in as hours worked while calculating overtime. For employees working at the client site, the overtime policy of the client will be applicable.

If you have any questions concerning overtime pay, check with the Human Resources.

5.7. Performance Reviews

Your performance at Adil is important to our success. Supervisors are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Participation and feedback during the performance review discussions critical both to your success and to the success of the Company.

Each new or promoted employee will be given an oral or written job description that details the requirements and expectations of the new position. Performance reviews are based on job description and work performance and are normally conducted annually from the date you were hired with the exception of the three-month review at the end of provisional period. Your Supervisor will complete all performance reviews in writing on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance.

Depending upon your performance and our Company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period. Any wage adjustments are not guaranteed; they are based on your accomplishments and job performance; and are at the discretion of the Company. All matters related to compensation are at the discretion of the Company's President.

SECTION 6: HOLIDAYS, PTO, AND OTHER LEAVE

6.1. Holidays

Adil corporate office is closed on the following holidays for which all regular full-time employees are paid:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving (Fourth Thursday in November)
- Christmas Day (December 25)

When a holiday falls on a weekend, either the preceding Friday or the following Monday, will be designated as the observed holiday at the discretion of the management.

All employees assigned to contracts will observe the holiday schedule of the Client. The Human Resources will provide you with the list during orientation/onboarding.

Exempt and Non-exempt employees will receive holiday pay in compliance with state and federal wage and hour laws. Full-time employees are paid eight straight time hours for each holiday. Part-time employees are paid for holidays based upon the number of straight time hours they are normally scheduled. Temporary and provisional employees are not paid for holidays unless they are specifically requested to work on the designated holiday. Hourly W2 employees are not eligible for any holiday or paid time off and will be paid against clients' approved hours only. If a holiday occurs while on a Leave of Absence (e.g. Military Leave), you will receive no pay for the holiday.

6.2. Paid Time Off (PTO)

The Company grants paid time away from work under its annual paid time off (PTO) policy. All fulltime regular employees who have successfully completed the provisional period are entitled to the following PTO per year based on the length of employment, unless a greater amount of time off is provided by your employment contract:

- Up to one year- Five days
- More than one year- Ten days

An employee may use this leave for any purpose including vacations, unpaid holidays, illness for yourself or immediate family members, or time away from work for personal matters. We realize that family emergencies may arise from time to time and request that you pre-schedule all PTO, when possible to avoid staffing issues. Employees should adhere to the notification procedures for time off that have been established at their site locations. A time off request for vacation must be submitted in writing to the Supervisor at least two weeks prior to the anticipated vacation date. Every effort will be made to accommodate vacation requests on a first-come, first-served basis; however, operational demands may not permit all requests to be honored.

Adil encourages employees to use time off as it is designed to give employees time needed away from their everyday work schedule. PTO must be used by December 31st of the calendar year. Employees at their option may carry time off forward until January 31st of next year, if requested and approved by the Supervisor before the end of December. But, unless so requested, unused PTO will be forfeited at the end of the calendar year. Employees are not entitled to pay in lieu of taking time off.

Part-time employees and Hourly W2 employees are not entitled to PTO. Employees who are not entitled to PTO may request permission from their Supervisor to take up to ten days of unpaid time off. Eligible employees who meet the required advance notice of their resignation will be paid for accrued but unused PTO, unless state law dictates otherwise. All other employees will not be paid for accrued but unused PTO upon discharge.

Industrial accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws in the state(s) in which the Company operates. The PTO policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

6.3. Family and Medical leave

Adil has a family and medical leave policy that is in compliance with The Family and Medical Leave Act of 1993 (FMLA) that provides for an unpaid leave of absence. Eligible employees must be employed by Adil for at least twelve months and have worked at least 1250 hours during the twelve-month period prior to be eligible for FMLA leave. Adil locations with less than fifty employees within a seventy-five mile radius are not covered under this leave policy or the FMLA. Under this leave policy a total of up to twelve weeks of unpaid leave of absence is available to eligible employees under the following circumstances:

- The birth of a child, but only within the first twelve months of the birth. This may not be used in conjunction with the Maternity Leave policy or the Sick Leave policy regarding maternity.
- The placement of a child for adoption or other legal placement, within the first twelve months of the adoption or placement.
- The need to care for a child, spouse, dependent, or parent who has a serious medical condition.
- A serious health condition of the employee that makes the employee unable to perform the functions of his/her position.

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

During the unpaid leave, employees retain the same healthcare coverage and must still contribute the same amount toward medical benefits as he/she paid before the leave began. Adil will require you to repay the Company's share of the premium if you do not return from a

leave for reasons other than a continuation, recurrence, or onset of a serious health condition or other circumstances beyond your control.

Generally, upon return to Adil at the end of the leave, the employee will be restored to his/her former position with the same rights, benefits, pay and other terms and conditions which existed prior to the leave; or to an equivalent position with equivalent rights, benefits, pay, and other terms and conditions of employment. You may be denied restoration to the same or equivalent position if your position would have been eliminated and/or changed if you had remained continuously employed. "Key Employees" as defined by FMLA, may be denied restoration of employment where such restoration would cause substantial and grievous economic injury to the operations of the Company. You will be informed, at the time you request a leave if you are a "Key Employee".

If your Leave exceeds that which was approved, and/or the maximum permitted by the Company policy, your employment with Adil shall terminate. Your employment shall also terminate if, at any time during a leave, you indicate that you do not intend to return to work at the end of the leave and/or fail to respond to a request by the Company that you certify your intent to return to work at the conclusion of the leave. If the employee decides not to return to work from unpaid leave, he/she will remain on leave for the balance of the leave period and then be terminated. A birth parent may choose to use the unpaid twelve-week leave or to utilize the six-week unpaid maternity leave, but cannot use both.

Employees requesting leave for their own serious health condition or a family member's serious health condition may be required to provide medical certification thirty days in advance of the request for leave when possible. In particular, if you wish to extend your leave, additional requirements and conditions may apply. Any benefits that are based on an accrual basis will not accrue during unpaid leave under this policy. An employee on leave for his or her own serious health condition will be required to provide certification from their physician that they are able to return to work and perform the job duties to which they are returning. Additional information on FMLA leave can be obtained from the Human Resources.

6.4. Maternity Leave

Adil employees who work a minimum of twenty hours per week and have been employed by Adil continuously for twelve months are allowed up to six weeks of unpaid leave after they have given birth to or in conjunction with the adoption of a child. Additional time may be allowed under unusual circumstances and with the approval of your Supervisor.

6.5. Bereavement Leave

Regular full-time employees are eligible immediately upon hire for one paid day for the death of an immediate family member. Immediate family is defined as parent, spouse, domestic partner, children, brothers, sisters, grandparents, grandchildren, parents-in-law, and parents of domestic partners. If additional days are needed for bereavement and if approved, employees may use accrued PTO or otherwise be unpaid.

Requests for bereavement leave should be made to the Supervisor as soon as possible. Our Company reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

6.6. Jury Duty & Court Appearance

Time off for jury duty or court appearance is granted to all employees, in accordance with applicable law. Employees summoned for jury duty are granted an unpaid leave to serve. Employees may be provided time off with pay when necessary to comply with applicable state and federal wage and hour laws.

If you are absent for jury duty or appearance in court, you must provide your Supervisor with a copy of the subpoena, jury certificate, or court order before leave is granted and again upon your return to work. We reserve the right to request proof of jury service issued by the Court upon return. The Company may request that you be excused from reporting for service as a juror or be assigned to another time if your presence at work is considered to be essential to our business operations at the time you are scheduled for service as a juror. You must report for work if you are released from jury duty or your court appearance before the end of our workday or if you are temporarily released from jury duty or court appearance. If you are not required to serve as a juror on a particular day, please contact your Supervisor as soon as possible to determine if you are needed to work that day.

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use PTO when appearing as witnesses.

6.7. Voting Leave

Adil encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. Adil, therefore, requests that employees schedule their voting for before or after their work shifts. An employee, who expects a conflict, should notify his or her Supervisor in advance, so that schedules can be adjusted if necessary.

6.8. Break Time for Nursing Mothers

In compliance with the FLSA, Adil allows employees to take reasonable, unpaid break time as frequently as needed to express breast milk as needed for up to one year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be retaliated against or discriminated in any other manner for exercising their rights under this policy. For Adil locations with less than 50 employees, this policy will not apply where compliance with the policy would impose an undue hardship on the Company. All women who breastfeed their child, and who need to express milk during the working day, will work with the Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.

6.9. Personal Time Off- Brief Periods

There may be an occasion when you need a short period of unpaid time (less than two hours) during your regular work schedule to attend to personal matters, such as closing on a home loan, obtaining transportation after an auto accident, coping with a family emergency, etc. The decision to grant any personal time off is at the discretion of the Supervisor and must be requested prior to taking the time off.

6.10. Military Service Leave

Adil complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Company grants unpaid leave for uniformed service in accordance with applicable state and federal laws. A military leave is not deemed to be a "break in service" for seniority and other benefits. The Company will continue health insurance benefits for employees engaged in military service under the same conditions as applied to other types of leaves of absence. Such benefits may terminate in accordance with the benefit plan documents, in which case continuation coverage will be provided to the employee.

Employees taking a military leave are required to give proper advance verbal or written notice to the Company. Provided that the employees comply with these and certain other requirements, their jobs will be guaranteed for their return from up to five years of military service. The returning employee will be placed in the position he or she would have attained prior to the military service, unless they are not qualified for the position. The Company may not be required to reinstate an employee if the employee is dishonorably discharged, or if the Company has experienced changes that would make the reemployment impossible or unreasonable or would create an undue hardship to the Company.

Some states may provide greater protection for employees serving in the military than federal law. Where state or local law provides military leave, the Company will provide leave in accordance with those laws. Similarly, employees whose spouses or family members are members of the armed forces, national guard or reserves may be eligible to take time off from work due to their spouse's service or return from service in accordance with applicable federal, state or local law. Accordingly, please consult the Human Resources to determine if you are eligible for additional benefits. Please also see the FMLA policy for additional leave benefits. Any questions regarding the Company's Military Leave policy, applicable state and federal laws and the continuation of benefits while on Military Leave of Absence should be directed to the Human Resources.

SECTION 7: BENEFITS

Adil provides employee benefits to all eligible employees. Except where applicable by state or federal law, the Company reserves the right in its sole discretion, to revise, modify, or discontinue policies or perks at any time without prior notice. It is your responsibility to become familiar with the most current benefits available at Adil. Benefits eligibility is dependent upon a variety of factors, including employee classification. The Human Resources can answer any questions you may have regarding the benefits for you which you are eligible.

7.1. Group Health Insurance

All regular full-time employees are eligible to participate in the Company's Medical Insurance Coverage, subject to the eligibility requirements and other terms, conditions and restrictions. If you are an eligible employee and enroll in the Group Health Insurance plan, the monthly premium costs may be shared between the Company and you, if applicable, based on the level of coverage. If you are subject to a portion of the premium, your payment will be a pre-tax deduction that will show as such on your paycheck.

To participate, you must complete an enrollment form at the time employment begins or at the time you satisfy the eligibility requirements for this benefit. The delay of a completed enrollment form could affect your coverage up to and including denial of coverage. You and your eligible dependent(s) coverage under this benefit are subject to the eligibility requirements and other terms, conditions and restrictions set forth in the applicable plan documents. If you decline insurance at the time of hire or if you do not enroll within 30 days of your date of hire, you will not be covered until the next open enrollment period.

The Human Resources upon eligibility will provide the plan documents and additional information. Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

Upon discharge you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law.

Changes to insurance coverage can only be made during open enrollment or due to any life events. Employees can change their benefits coverage (i.e., adding or deleting coverage for yourself and/or dependents) within 30 days of the following qualifying life events, as defined by the Internal Revenue Service regulations:

- Change in marital status (marriage, divorce, legal separation, or annulment)
- Change in number of dependents (through birth, adoption, court order requiring coverage, or death of a dependent)
- Change in status of dependents (through marriage or age)
- Change in employment status (yours or your spouse's) that changes benefit coverage
- Employee/dependent entitlement to Medicare
- Moving out of the coverage area for your plan

Please contact the Human Resources for more information and details on any health insurance plans that are being offered.

7.2. Continuation of Insurance under COBRA

The Federal Consolidated Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a “qualifying event” such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other life events. COBRA legislation applies to employers with twenty (20) or more employees.

Upon termination from Adil for any reason, an employee has the right to continue group medical coverage for up to 18 months. Under COBRA, you will usually pay the full cost of coverage at group rates plus an administration fee. Adil will provide you with a written notice describing rights granted under COBRA when you become eligible for coverage under Adil’s group health insurance plan. For further information on COBRA and a “qualifying event”, contact the Human Resources.

7.3. Workers Compensation

Adil is committed to meeting its obligations under applicable workers’ compensation acts, which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. All work-related accidents, injuries, and illnesses however minor, and regardless of the fact whether treatment is required or not must be reported immediately. The failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers’ compensation insurance.

7.4. Referral Bonus

We encourage all current and former employees to recruit new talent for our Company. If you know someone you think would be a great Adil employee, let us know. Based on our staffing needs, Adil may offer referral bonuses. Contact the Human Resources for any further details.

SECTION 8: TRAVEL AND BUSINESS EXPENSES

It is the policy of the Company to reimburse employees for all expenses necessary, reasonable, and actually incurred when *traveling* on authorized company business. The Employee is responsible for incurring only those expenses that are reasonable and necessary to conduct Company business and is responsible for complying with the requirements of this Policy. All expenses must be properly documented on a *Travel Expense Report* and submitted for approval.

If working at client site, please be familiar with the client's travel policies. All client related travel expense reports must be approved by the client to be eligible for reimbursement. Adil will also reject any expense rejected by the client. In instances where a client's travel policy conflicts with Adil's travel policy, the travel policy of the client will prevail. For example: If the client reimburses on actual expenses rather than per diem amounts, then the Adil employee would be paid according to the client's travel policy of actual expenses.

8.1. Travel Expense Policy

Employees seeking reimbursement should incur the lowest reasonable travel expense and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted. Business travel policies are aligned with the Company's reimbursement rules. All business related travel paid with Adil funds must comply with the company travel expense policies.

8.2. Approval of Travel and Reimbursements

Travel for employee, must be authorized by the Supervisor. Employees should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the employee must submit a Travel Expense Report and supporting documentation to obtain the reimbursement of the expenses incurred. Reimbursements will be dispersed on an average of three weeks after the submitted expenses are verified and processed. Travel Expense Report form not submitted within this timeframe will necessitate an exception approval from the Company management. Reimbursement of travel expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts where required. Expenses that may be reimbursed by the Company are described below:

- 1. Transportation Expenses-** Transportation expenses shall be reimbursed based on the most economical mode of transportation and the most commonly traveled route consistent with the authorized purpose of the trip. Tickets should be procured in advance in order to obtain any available discounts.
- 2. Automobile Travel-** A vehicle may be rented if it would be more advantageous to the Company than other means of commercial transportation, such as using a taxi. Advance reservations should be made whenever possible and a compact or economy model requested. The employee is responsible for obtaining the best available rate and discount commensurate with the requirements of the trip.

3. Mileage Expenses- Employees may use their private vehicle for business purposes if it is less expensive than renting a car, taking a taxi, or using alternative transportation, or if it saves time. Travel from an employee's residence to the primary work site is treated as a commuting expense and is not a reimbursable business expense. If the personal vehicle is used for Company business, you will be reimbursed as per the IRS standard mileage rate as of the dates of travel. The IRS mileage rate takes into account all actual automobile expenses such as fuel and lubrication, towing charges, repairs, replacements, tires, depreciation, insurance, etc. Under IRS regulations, travelers who claim this rate are not required to substantiate the actual costs of operating the vehicle. Travelers with physical disabilities who must use specially equipped or modified vehicles may claim reimbursement at the standard IRS rate per mile. However, if the traveler has incurred expenses higher than the standard operating costs, the traveler may seek reimbursement. The traveler must certify in a statement submitted with the Travel Expense Report that he or she incurred higher operating costs. The actual fixed and variable costs must be specified in the statement. The Company will not be responsible for any damage to an employee's personal vehicle while on Company business.

4. Air Travel- Coach class or any discounted class airfare shall be used in the interest of economy. Only the Company Management under special circumstances may authorize the use of business or first-class or other higher cost services.

5. Surface Transportation Used in Lieu of Air Travel- If advance approval has been obtained, a traveler may use surface transportation for personal reasons even though air travel is the appropriate mode of transportation. The cost of meals and lodging, parking, mileage, tolls, taxis, and ferries incurred while in transit by surface transportation may be reimbursed. Such costs shall not exceed the cost of airfare, based on the lower of the regular coach fare available for the location of travel from a standard commercial air carrier or the Company's travel program fare, plus transportation costs to and from the terminals.

6. Conference Registration Fees- If the conference fee was not prepaid, the Company will reimburse the fees, including business related banquets or meals that are part of the conference registration. Registration fees paid directly by an employee will not be reimbursed until the conference is completed. Original receipts to support the payment are required. Business-related banquets or meals that are part of the conference can be paid with the registration fees; however, such meals must be deducted from the employee's Per Diem allowance. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed.

7. Lodging (Commercial)- The Company will reimburse the cost of overnight lodging expenses at reasonable, single occupancy or standard business room rates (room rate and tax only) to the employee, if the authorized travel is 45 miles or more from the employee's home or primary worksite. Exceptions to this restriction may be approved in writing at the Company's sole discretion. If the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate.

8. Meals (Per Diem)- Per Diem allowances are reimbursable for all in state overnight or out of state business travel that is 45 miles or more from the employee's home or primary work site. Per Diem reimbursements are based on departure and return times over the entire 24-hour day and are prorated accordingly. The Company's Per Diem rates are based on the U.S. General Services Administration Guidelines that vary by geography or the location of travel. In addition to meals these rates include incidental expenses such as laundry, dry cleaning, and service tips (i.e. meal, housekeeping, porters, etc.). Incidental expenses, unless specifically cited in this

policy, will not be reimbursed. Receipts are not required for Per Diem allowances and they are reimbursed after the trip is completed.

9. Business Meals - Business meals are meals with Company customers, prospects, recruits, or vendors during which substantial business discussions take place. The cost of such meals should be reasonable based on the business occasion. Original itemized receipts are required to claim reimbursement.

10. Business Expenses- The Company reimburses business expenses including faxes, photocopies, Internet charges, data ports, and business calls incurred while on authorized Company business travel. Original itemized receipts must be submitted.

11. Parking & Tolls- Original receipts are required for parking fees including airport parking totaling \$25 or more. The lodging bill can be used as a receipt when charges are included as part of the overnight stay. The policy also applies for tolls totaling \$25 or more.

12. Miscellaneous Transportation- Original receipts are required for taxi, bus, subway, metro, ferry, and other modes of transportation if costs are \$25.00 or more for each occurrence.

13. Visa, Passport Fees, and Immunizations- If international business travel is required, the Company will reimburse for these items. Original itemized receipts are required.

Anything specifically not mentioned in the policy is to be non-reimbursable and would require an exception approval.

SECTION 9: SEPARATION FROM EMPLOYMENT

9.1. Resignation- Termination of Employment by the Employee

You, as an at-will employee not subject to an employment contract, may choose to end your employment with the Company at any time, with or without good cause. You are requested to submit a notice of resignation in writing to your Supervisor or Human Resources at least two weeks prior to the date you intend for your resignation to take effect, to assist the Company in planning for your departure. Proper notice is necessary because separation procedures take time, and the notice will allow us time to prepare the necessary documents relative to your final pay and continuation/conversion of certain benefits as well as to attempt to recruit and to train a replacement. In addition, by giving proper notice, you will leave in good standing, which is to any employee's benefit.

With the exception of Company-recognized holidays, you are expected to be present as scheduled for each workday during your notice period. The Company may, in its sole discretion, decide not to have you work through your notice period. Your absence from work for a period of one scheduled workday without reporting in constitutes an abandonment of your employment and is considered to be your voluntary resignation from the Company. Leaving without notice will result in forfeiture of those benefits normally paid upon separation, which may be legally withheld by us and may result in your disqualification for Unemployment Compensation benefits.

9.2. Dismissal- Termination of Employment by the Employer

As an at-will employee not subject to an employment contract, the Company is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your work performance or compliance with the rules set forth in this Handbook. Adil strives to work with its clients to know when assignments will end. At times, the client without notice may end assignments and accordingly, your employment relationship with Adil will end immediately. Upon termination, Employees are required to transfer their knowledge of their job tasks/duties to a designated individual. Disciplinary Action may be taken if the transfer of knowledge is not completed as per your employment agreement.

9.3. Automatic Dismissal

The commission of any offense considered serious enough by the Company, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of the Company's management, be followed by the immediate dismissal of that employee:

- Making false statements or omitting pertinent facts on an employment application or in an employment interview
- Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during the course of business
- Stealing or deliberately damaging the Company's or other employees' property
- Possessing a weapon at work
- Reporting to work under the influence of alcohol, narcotics, or other drugs, unless the drug was prescribed for the employee by a physician
- Falsifying or destroying the Company documents or computer files
- Conviction of a felony offense and/or imprisonment

9.4. Layoff and Recall

There may be occasions when it becomes necessary for the Company to reduce staff, due to certain business conditions or for other reasons. On such occasions, Adil will make decisions on the basis of our business needs related to employee job functions and their performance. The Supervisor will speak to you personally about your employment status as needed. If you leave the Company in good standing, you may be considered for reemployment at a later date if you meet the eligibility requirements of the position. However, in the case of rehiring, the Company may consider you to be a new employee with respect to vacation time, benefits, and seniority.

9.5. Company Property, Expense Reports, and Final Paycheck

Upon your separation or request by the Company, you must immediately return any Company or client property you may have in your possession. This includes but is not limited to: office keys or building/suite access cards, corporate credit cards, IT Equipment (cell phone and/or laptop) etc. Please note that failure to return any of the above mentioned property upon separation is considered theft, and will result in appropriate legal action in order to recover the stolen property. Remember that you must also continue to protect confidential and proprietary Company information even after you leave Adil.

All expenses incurred after your resignation must be submitted within three business days of your last day of employment.

The final paycheck will be released during the next normal pay period, except if state or local law requires a different pay period. If there are any unpaid obligations to the Company, the final paycheck will reflect the appropriate deductions. Adil reserves the right to recover any outstanding amounts owed, through all appropriate means, including deduction from the final paycheck to the fullest extent permitted by law or, if this is not possible due to legal restrictions or otherwise, legal action may be taken to recover any property or monies due to the Company.

9.6. Exit Interview

Upon termination of employment, voluntary (by the employee) or involuntary (by the employer), with or without cause in both cases, the Human Resources may choose to have an exit interview with the departing employee. During such interview, if any, you will receive preliminary information regarding post-termination benefits, continuation of coverage for which you may be eligible, and other post-employment related matters. In addition to this, the exit interview will request feedback on your experience with Adil as well as your experience with our designated client. The purpose of the exit interview is to ensure our company is performing optimally to meet the needs of our employees and clients.

SECTION 10: ARBITRATION AND CHOICE OF LAW

Adil Business Systems, Inc. anticipates a smooth and harmonious relationship with all of its employees. However, in the unfortunate event of any controversy or claim arising out of or relating to the employment relationship created between the employer Adil and the employee (you), including all topics covered in this Employee Handbook, and the interpretation of this Handbook, or any alleged breach of it, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the Country of the United States of America, State of New York with an agreed upon arbitrator.

If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either Party. Although the parties shall initially bear the cost of arbitration equally, the prevailing party, if any as determined by the arbitrator at the request of the parties, which is hereby deemed, made, shall be entitled to reimbursement for its share of costs and reasonable attorneys' fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall be final, binding, and non-appealable. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee, which might reasonably be expected to lead to irreparable harm to the Company.

This Handbook shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York.

EMERGENCY CONTACTS

Slater Hospital Supervisor 401-462-3085 Jack Sutherland 401-462-0660

Zambarano Hospital 401-567-5400 Jack Sutherland 401-462-0660

*****If you call 911 as a result of a medical Emergency, please be sure to also notify building management with your name, call back number, and location so that the building engineer or security may swiftly guide the rescue to the exact location.

If the audible alarm within the building sounds, please do not call management office, unless there is something specific to report. Building management is aware of the noise, as well as the source of the alarm, whether it false or a legitimate emergency. Please keep the telephone lines clear so that management may attend the situation as quickly and efficiently as possible.

EMERGENCY MANAGEMENT PROCEDURE

During a state of emergency and if this agency is contacted the following protocol will take place.

1. Management will attempt to contact employees by phone to work contracted facilities.
2. Management will contact the appropriate facilities that are requiring aid.
3. When employees arrive safely they will contact the supervisor for placement.
4. Employees will maintain their position until released by facility.
5. Management will be contacted by employee when exiting facility.

Adil Business Systems, Inc

873 Warwick Ave.
Warwick, RI 02888
401-331-0755

To Whom It May Concern;

In compliance with the Joint Commission an addendum must be added to this contract. The following are support provisions:

1. Adil Business Systems, Incorporated must inform all employees or clients that if the employees or clients have an issue concerning the safety and wellbeing of a patient, the employee or client has the right to make a formal complaint to The Joint Commission by contacting The Joint Commissions' website: www.jointcomission.org.
2. Adil Business Systems, Incorporated does not use subcontractors.
3. Adil Business Systems, Incorporated is responsible for all competency requirements for assigned staff.
4. Adil Business Systems, Inc. staff may only be reassigned to areas of practice within their clinical competence.
5. All staff members delegated to the contract facilities are employees of Adil Business Systems, Incorporated.
6. Unexpected incidences, errors, and sentinel events that occur that involve Adil Business Systems, Inc.'s staff should be communicated to the staffing firm.
7. Occupational safety hazards and/ or events are to be reported to Adil Business Systems, Incorporated within twenty-four hours of the event with Workers Compensation information.
8. The client is encouraged to orient Adil Business Systems, Inc. staff to its relevant policies and procedures.
9. Adil discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity or (b) create unfair competitive advantage for any person or organization other than Adil conflict of interest means more than individual bias. There must be financial interest that could directly affect the work or service of Personnel to be considered a conflict. Adil reviews and evaluates this on an annual basis.
10. There will be no retaliation for voicing concerns.

Please contact Adil Business Systems, Incorporated with any additional concerns.

If you have a complaint or concern about Adil Business, Inc. services please contact Lori Mirabella via email (lorim@adil.com) or telephone (401-331-0755). If you are not satisfied please contact the Joint Commission via www.jointcommission.org.

Lori Mirabella, Business- Manager

IMMUNIZATION DOCUMENTS CHECKLIST:

The following paperwork is needed for the completion of a medical staff employee:

- Statement of Good Health (within 2 years).
- TB within a year or answering a questionnaire which is done yearly.
- Hep B vaccination documentation or a statement of declination.
- Skills Checklist for their Profession.
- Testing for their Profession.
- Must complete in-services every year.
- COVID vaccine statement or a statement of declination.
- Continuing of Education Certificates also known as (CEU).
- MMR Vaccine statement (Measles, Mumps, Rubella)
- Varicella Vaccinations.
- CPR.
- Flu Vaccine for the season or a Declination form.
- Liability Insurance Certificate.
- Professional References

STATE FACILITIES

POLICY AND PROCEDURES

All employees will follow the policy and procedures of State Facilities

1. Upon arrival the employee will check in with charge nurse on duty for assignment
2. Employees will follow all policy and procedures of the facility
3. Break and meal time will be scheduled by the nursing staff.
4. When leaving facility have nurse or supervisor sign payroll slip.

SECTION 11: EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

(A separate copy of the Employee Handbook Acknowledgement is included in your welcome packet. Please sign, date, and return the document to the Human Resources within seven (7) days of receipt of this Handbook)

This is to acknowledge that I have received a copy of the Adil Business Systems, Inc. Employee Handbook and I understand that it contains information about the employment policies and practices of the Company. I agree to read and comply with this Employee Handbook.

I also understand that the purpose of this Handbook is to inform me of the Company's current policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me, nor is it intended to create contractual obligations of any kind for any specific period. I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I recognize that this Handbook is intended only as a general reference and is not intended to cover every situation that may arise during my employment at Adil. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I further understand that Adil Business Systems, Inc. is an AT-WILL employer and that either the Company or I can terminate the relationship at any time, for any reason, with or without cause or notice.

I understand that the information I come into contact with during my employment is proprietary to the Company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties, or disclose it to any person or entity outside the company. I understand that I must comply with all of the provisions of the Handbook to have access to and use of company resources. I also understand that if I do not comply with all provisions of the Handbook, my access to company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I expressly agree to the provision "Arbitration and Choice of Law", of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company's right to seek injunctive relief. I agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

I further understand that I am obligated to familiarize myself with the company's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

Employee Name: _____

Date: _____ **Signature:** _____