

EMPLOYEE HANDBOOK AND CORPORATE POLICIES

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Introduction

Riptide Technology was founded to be a company of exceptional people. The intention is to bring quality people together as a team and present them with interesting and challenging work. That's recruiting and business development. Stimulating colleagues and rewarding work will go a long way toward retaining good people once we've got them, but we need also need a framework for our corporate environment. We need to establish and maintain benefits, policies and procedures that support employees and makes them feel good about being part of Riptide. That's what this handbook is about.

Definitions

The term "employee" as used throughout this handbook means those individuals employed by Riptide Technology, Inc.

The term "Company" as used throughout this handbook means Riptide Technology, Inc.

The term "Customer" as used throughout this handbook means the separate business or government entity with which Riptide Technology, Inc. has entered a contractual relationship.

The term "Riptide management" as used throughout this handbook means the stock-owning partners of Riptide Technology, Inc. or any individual they appoint in writing to manage procedures and actions specifically related to the policies provided below.

Corporate Environment

Equal Employment Opportunity

Riptide Technology, Inc. is an equal opportunity employer and is strongly committed to policies that afford equal opportunity employment to all qualified persons.

It is the policy of Riptide to:

- Take affirmative action to ensure that applicants are employed without regard to race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status unless it is shown that such condition prevents performance of the work involved
- Assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process including, but not limited to, recruitment, hiring, upgrading, promotion, transfer, demotion, training, lay off, termination, rehiring, employment, rates of pay and/or other compensation based on any of the aforementioned conditions
- Assure no employee and applicant will be subject to harassment for any reason
- Assure that no employee or application be subject to retaliation, including intimidation, threat, or coercion, because they have objected to discrimination, engaged or may

engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law.

If any employee or applicant for employment believes he or she has been treated in a way that violates this policy, they should contact a representative of Riptide management. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and we will take appropriate action in response to these investigations.

Americans with Disability Act

Riptide is committed to complying with all applicable provisions of the Americans with Disabilities Act. It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Drug Free Workplace

Riptide intends to provide a safe and drug-free work environment for our customers and our employees. The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing job functions at any location.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company or its customers, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Workplace Violence Prevention

Riptide is committed to providing a safe, healthful workplace that is free from violence or threats of violence. The Company does not tolerate behavior, whether direct or through the use of Company facilities, property or resources that:

- Is violent
- Threatens violence
- Harasses or intimidates others
- Willfully destroys or damages property

Violent or threatening behavior can include physical acts, oral or written statements, harassing email messages, harassing telephone calls, gestures and expressions or behaviors such as stalking.

Anyone who believes that he or she is a victim of threatening or violent conduct in the workplace, or who observes such behavior or believes a credible threat of such behavior exists should immediately report the conduct to a member of Riptide management. Those who make such reports in good faith will be protected from any retaliatory employment actions and confidentiality will be protected whenever possible.

Riptide management will act swiftly to investigate all reports of threats or incidents of violence and will coordinate with law enforcement authorities as appropriate.

Non-Discrimination and Anti-Harassment

Riptide is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices and any form of harassment, including sexual.

The Company strictly forbids:

- The provision of employment opportunities, benefits or privileges; or evaluations based, in whole or in part, on the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status
- Comments that are not flattering or are unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability or appearance, epithets, slurs, negative stereotyping.
- Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, threats. Requests for any type of sexual favor (this includes repeated, unwelcome requests for dates). Verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sex oriented and considered unwelcome.
- Distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group

because of national origin, race color, religion, age, gender, sexual orientation, pregnancy, appearance disability, gender identity, marital or other protected status.

- Distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, email, photos, text messages, Internet postings, etc., that is sexual in nature.
- Unwelcome, unwanted physical contact, including but not limited to touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling; forced sexual intercourse or assault.
- Retaliation or attempted retaliation against anyone who files a bon fide complaint of discrimination or harassment

Any employee who feels harassed, discriminated or retaliated against, or witnesses harassment, discrimination or retaliation, should file a written complaint with a representative of Riptide management immediately. Those who make such reports in good faith will be protected from any retaliatory employment actions and confidentiality will be protected whenever possible.

Riptide management will act swiftly to investigate all complaints. If the complaint is against another Riptide employee, Riptide management will complete an investigation and report the findings in writing to the complainant and the respondent. If the complaint is against a government or contract customer, Riptide management will initiate a complaint process with that customer's management.

Safety and Health

It is the policy of Riptide to provide its employees a safe and health work place and to follow procedures aimed at safeguarding all employees. However, safety is everyone's responsibility. Employees are expected to take responsibility for performing work in accordance with safe standards and should:

- Practice safe working habits
- Report unsafe working conditions or equipment
- Keep their immediate work area in a safe and orderly condition
- Take care of others
- Accord the health and safety of non employees, visitors, etc. a high priority
- Immediately report any safety or health hazards to Riptide management
- Comply with all safety and health policy and procedures at a customer site

Any unsafe or unhealthy practice as well as any workplace accident should be reported to Riptide management immediately.

Employee Conduct

Business Ethics and Conduct

It is the policy of Riptide that its employees uphold the highest standards of ethical and professional behavior. To that end, these employees shall dedicate themselves to carrying out the mission of this organization and shall:

- Act and operate within the form and spirit of all legal and contractual obligations for country, state, locality, and customer organization(s)
- Act in such a manner as to uphold and enhance personal and professional honor, integrity and dignity.
- Treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.
- Accept no improper or undisclosed benefits for personal or business gain
- Accept responsibility for the decisions, actions, and resulting consequences that affect corporate business and products
- Avoid any activities, actions, or personal relationships that represent a conflict of interest for this corporation or its customers
- Protect all corporate and customer assets and information from theft, plagiarism, or compromise be it proprietary, classified, private or sensitive information.
- Put forth honest effort to provide the best possible service and products and actively seek improvement opportunities
- Satisfy in good faith all obligations as citizens, employees, and individuals that are imposed by laws and legal contract
- Report all known and suspected violations of this ethics policy or of laws and regulations governing this corporation's business

Personal Appearance and Behavior

Riptide employees have a responsibility to not only to provide quality and professional services, but to look the part as well. For this reason, all employees are expected to:

- Be clean, neat, and well-groomed
- Wear clothing, make-up, and adornments that are clean, correctly fit, and appropriate to the type of work performed, with reasonable accommodation for those employees who, because of a sincerely held religious belief, cultural heritage, or medical reason, require particular items.
- Adhere to any workplace dress codes provided at customer sites

Solicitation and Distribution of Literature

Riptide employees are prohibited from the distribution of advertising material, commercial or charitable solicitations, merchandise catalogs, handbills, or materials of a political or potentially

adversarial nature during working hours on in work areas with the exception of charitable endeavors sanctioned by the Company or its customers. The following guidelines apply:

- Employees will not engage in any solicitation of coworkers for any purpose whatsoever during working hours or in work areas
- Neither Riptide nor customer facilities may be used as a meeting place which involves solicitation and/or distribution of literature
- Employees may not wear or display any insignia, badge, or button for the purpose of solicitation or distribution of literature
- Trespassing, soliciting or distributing literature by non-employees is prohibited on Company premises or at customer sites.
- Selling any product or service, soliciting contributions, or lobbying for political candidates or causes.
- Distributing any kind of written or printed materials (e.g. handbills, pamphlets, advertising materials, etc.) during work time or in work area.

Smoking

The Company maintains a smoke- and tobacco-free office. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco) is permitted in any part Company premises. Employees may smoke outside during breaks. When smoking outside, dispose of any litter properly in trash receptacles.

Employees must conform to the smoking or tobacco use policies of our customers when working at a customer's site.

Personal Use of Communications Systems

The use of communications systems including, but not limited to, computers, fax machines, telephones, pagers, and all forms of Internet and E-mail access, is for Company and/or customer business and for authorized purposes only. Brief and occasional personal use of communications systems is acceptable as long as it is not excessive or inappropriate, occurs during personal time, and does not result in expense or harm to the Company or its customers or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities.

Inappropriate conduct carried out on such systems, includes, but is not limited to:

- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way
- Engaging in private or personal business activities
- Sending, receiving, or accessing pornographic materials
- Using recreational games or participating in gambling activities

- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, chat rooms, or private/personal instant messaging
- Political activity or campaigning
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages
- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate Company or customer activities
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant
- Making unauthorized copies of Company or customer files or other data
- Destroying, deleting, erasing, or concealing Company or customer files or other data
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm networks or systems
- Defeating or attempting to defeat security restrictions on company systems and applications

System Monitoring

Riptide reserves the right to search and monitor company-owned automation systems including, but not limited to, computers, phones, faxes, and e-mails without advance notice for business purposes such as investigating theft, disclosure of confidential business or proprietary information, personal abuse of the system or monitoring workflow or productivity.

Non-Disclosure of Information

Proprietary and/or sensitive Riptide and customer information must not be disclosed to outside people or organization and must be protected from inadvertent disclosure. Proprietary or sensitive information includes:

- Any government classified information or documents
- Personal Identifying Information such as Social Security Number, birth date, salary, home address, etc.
- Riptide Corporate billing or pay rates
- Riptide business development initiatives or documents
- Proprietary information from business partners covered by non-disclosure agreement
- Riptide technical ideas and plans

Telecommuting

Riptide employees may be approved for telecommuting if customer policies and circumstances permit it. Telecommuting requires an extended level of trust in the employee's business ethics and conduct. Employees must be precise in tracking their chargeable time while telecommuting and avoid any circumstances that may impact telecommuting productivity, such as caring for young children while working.

Disciplinary Actions

Riptide will not tolerate certain acts and behaviors that are unproductive and detrimental to the company and fellow employees. These include, but are not limited to:

- Incompetency, inefficiency, dishonesty
- Drunkenness
- Immoral conduct
- Insubordination
- Discourteous treatment of the public
- Neglect of duty
- Conviction of a crime

Any employee participating in one or more of these behaviors, or violating any of the policies in this handbook may be subject to disciplinary action. Depending on the severity and frequency of the incidence(s) disciplinary actions may include, but are not limited to:

- Verbal Warning
- Written Reprimand
- Termination with or without notice

Employment

Employment Categories

For the purposes of salary administration and benefit eligibility, Riptide classifies its employees as:

- Full-time Employees hired to work the Company's normal, full-time, thirty hour or more workweek on a regular basis. Full-time employees are eligible for the benefits outlined later in this document.
- Part-time Employees hired to work fewer than thirty hours per week on a regular basis. Part-time employees are not eligible for the full time employee benefits outlined in this document.
- Temporary Employees engaged to work on the Company's payroll with the understanding that their employment will end after the completion of a specific task. Temporary employees working full time hours will be eligible for health, dental and

vision coverage, but not life insurance or long-term and short-term disability. They will also not accrue Paid Time Off (PTO).

The Fair Labor Standards Act (FLSA) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. However, the FLSA provides an exemption for employees working in administrative, professional, outside sales and computer positions that meet certain tests regarding their job duties and are paid on a salary basis at not less than \$455 per week. All employees of Riptide should qualify as exempt employees and will be paid at their regular pay rate for any overtime hours worked.

Introductory Period

It is the policy of Riptide to use an introductory period to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate an employee's capabilities, work habits, and overall performance. All new and rehired employees work on an introductory basis for at least the first 90 calendar days after their date of hire. If the Company determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Access to Personnel Files

The Company keeps certain records relating to an individual's employment in a personnel file. The documents contained within that file are the property of the Company and must be maintained for government and Company recordkeeping purposes. All files connected with an employee are considered strictly confidential, and access will be limited only to those who have a job-related need to know the information and who have been authorized to see the file in question. Personnel files will be maintained in company archives in accordance with all applicable legal requirements.

If an employee wishes to view or obtain a copy of the contents of his or her personnel file, the employee should contact a member of Riptide management. Access to personnel files may only be done with the supervision or assistance of a member of Riptide management. An Employee may not take or alter any document found within his or her personnel file. If an employee finds an error or disagrees with what is in the file, he or she should provide a written amendment or statement that can be added to the file.

Personnel Data Changes

It is the responsibility of each employee to promptly notify Riptide management of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, an educational accomplishment, and other such information should be accurate and current at all times. It is also important to update benefits records, including beneficiary designations.

Employment References

All employment verification or reference requests will be handled by a member of Riptide management. It is the Company's policy to only release last title and dates of employment. Requests for all other information on current or former employees, such as for credit or mortgage purposes, will only be released if the employee has provided a written approval for release.

Employment of Relatives

Relatives may be employed by the Company provided such employment will not create a conflict or appearance of partiality. Relatives for purposes of this policy are defined as spouse, son, daughter, mother, father, brother, sister, grand-parent or child, step-parent or child, step-sister, step-brother, in-laws, aunt, uncle, nephew, niece, first cousin, significant other, domestic partner or any other relationship that would present a conflict of interest as determined by the Company.

No employee may have a relative in a direct reporting relationship or in a position that poses a possible conflict of interest, even if the relative is an employee of a customer. In the event a relationship is created during employment which puts the employee in a position where he or works in a relative's direct line of supervision, an appropriate solution will be sought as soon as practical.

Outside Employment

Employees are permitted to engage in outside work or hold other jobs with the following restrictions:

- Activities and conduct away from the job must not compete, conflict with or compromise Company interests or adversely affect job
- Employees are prohibited from performing any services for customers on nonworking time that are normally performed by Riptide
- Employees are not to solicit or conduct any outside business during paid working time
- Employees engaging in ongoing private work or outside employment will inform Riptide in writing of the outside employment

Non-Compete Agreement

Riptide operates in a very competitive environment for winning and retaining government contracts. Competitors with Riptide can gain a significant advantage if Riptide employees agree to work for them on contracts that are being competed. Similarly, Riptide employees who have developed specialized expertise and knowledge, or key relationships with customers while

working for Riptide could significantly harm Riptide's business prospects by assisting a competitor.

In order to avoid these potential conflicts of interest, Riptide employees agree to the following conditions:

- Employees will not collaborate, lend assistance, provide resumes or commit themselves to future employment with any company or team that is competing with Riptide or a Riptide team.
- Employees will not resign from Riptide and go to work for a competitor that has won a contract in competition with Riptide for a period of six (6) months.
- Employees will not resign from Riptide and subsequently compete against Riptide for work with an existing customer for a period of one (1) year.

Employees are exempt from these non-compete restrictions if Riptide terminates their employment for any reason other than non-competition violations. In other words, if an employee is laid off because of lost contracts or no work, the employee is free to find a job with any potential employer, regardless of competition with Riptide.

Resignation/Termination

Riptide is an "at-will" employer meaning either the Company or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. However, Riptide strives to employ professional, trustworthy, and hard-working employees and to retain such valuable individuals in order to maintain a stable work force, however, business conditions can change and contracts can end. Whenever possible, the Company will try to find other employment within the Company for employees. If not possible, the Company will attempt to give an employee at least two week's advance written notice of termination, but reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where business needs warrant such action. Any employee who voluntarily resigns is also expected to provide the Company with advance written notice of no less than two weeks.

Provided an employee gives at least two week's advance notice, they will be paid for any accrued, unused paid time off upon resignation or termination. Any Company property issued to an employee must be returned upon resignation or termination. This includes, but is not limited to, computers, software, phones, keys, badges, parking passes, credit cards, and company data and files. Employees are responsible for any lost or damaged items. The value of lost or damaged items may be deducted from an employee's final paycheck.

Hours and Compensation

Work Schedule

In most cases, employee work schedule will be dictated by customer requirements. Employees must adhere to the schedule provided to them by the customer. If no schedule is provided, or employees are not working at a customer site, employees may establish a schedule that works for them as long as both Riptide management and the customer approve it. Flex-time may be used to accommodate personal or customer needs as long as it is approved by Riptide management and the customer and the customer before it is employed.

Pay Periods

The Riptide pay period corresponds to the calendar months. It begins on the first calendar day of the month and ends on the last calendar day of the month. Pay day will be between the 3rd and 5th business day of the month and will compensate employees for time worked in the previous calendar month. Employees are encouraged to use Direct Deposit for their pay but will at least receive a paper pay stub. Any employee that does not receive a direct deposit by the 7th business day of the month or a paper check by the 10th business day should contact a member of Riptide Management for assistance.

Timesheet Procedures

In accordance with Defense Contract Audit Agency requirements, employees are expected to report hours worked at the end of each working day or no later than 10AM the next business day.

Employees must account for an average of eight (8) hours per weekday (Monday – Friday) over the course of a calendar month. For instance, if there are 20 weekdays in a calendar month, employees must account for a minimum of 160 hours in that month. These hours may be any combination of billable hours and/or leave.

Timesheets for the month must be correct and submitted by midnight Eastern local time on the last calendar day of the month. Failure to do so will result in a delay in pay.

Timekeeping System

Riptide uses the online Capriccio Fuzion Time & Expense application as its timekeeping system. The web site is available 24 hours per day at https://web.capricciofuzion.com/. The company identifier is 'riptide'. Employees will be provided a username and password at the start of their employment. Any employee who does not have Internet access at their customer site will be expected to access the timekeeping system from home. Any employee that does not have Internet access in their home should contact a member of Riptide management so arrangements can be made for a paper-based time keeping system.

Pay Advances

It is not the policy of Riptide to provide employees with pay advances. However, should an emergency arise, an employee may request a pay advance by contacting a member of Riptide management. Granting such request will be at the discretion of Riptide's president and a pay back schedule must be agreed upon before any advance in pay is made.

Similarly, an employee can request Paid Time Off in excess of what they have accrued. If that request is granted they will be allowed to incur a negative PTO balance.

Pay Deductions

The Company is required by law to make certain deductions from employee's gross earnings including income taxes and social security taxes. In addition, certain benefit programs that require payments by employees, such as health insurance and individual retirement plans, may also result in payroll deductions.

Pay Corrections

Any employee who notices a discrepancy in their pay should report the problem to a member of Riptide management. Management will work to correct the discrepancy as quickly as possible.

If a member of Riptide management discovers an error in an employee's paycheck, management will inform that employee immediately and work to the correct the discrepancy as quickly as possible.

Should a correction in pay result in a deduction in pay, Riptide management will coordinate with the employee to attempt to minimize the impact of the deduction and avoid undue hardship for the employee.

Travel

Most travel expenses, including the cost of transportation, meals, and lodging will be reimbursed to employees provided such travel is approved and performed in the course of conducting business for the Company or its customers. Rules governing travel for federal government customers are described at http://www.gsa.gov/federaltravelregulation/.

Employees should exercise prudence in their selection of transportation, lodging and meals. While traveling on Company business, common carrier transportation should be utilized for trips. Employees should travel coach or economy class and stay and eat in moderately-priced establishments.

Time spent travelling can be charged as working time. Travel time starts with the departure from the employee's home or work and ends when the employee arrives at the destination work site or lodging.

Travel within the local area to locations other than an employee's regular work-site may also be reimbursable provided it is for Company or customer business.

Travel costs should be filed for reimbursement online using the Capriccio Fuzion Time & Expense application's 'Expense Reports' feature. Mileage for local travel using a personally owned vehicle should be filed for reimbursement using the same application's 'Mileage Records' feature. The web site is available at <u>https://web.capricciofuzion.com/</u>. Employees will be provided a username and password at the start of their employment.

Performance Reviews

Every employee is entitled to a written review of his or her performance at least once every year. This is an important communication opportunity for both Riptide management and the employee. It is essential for employees to know where they stand, and how their management perceives their performance.

Employees will be expected to provide a self-assessment as part of this process. The manager's performance assessment and employee's self-assessment will both be reviewed in person. Open discussion and written comments by both manager and employee are encouraged, and annotated copies of both documents will be filed and provided to the employee.

This annual process review process is no substitute for timely communication regarding any significant performance issues or problems. Both management and employees should professionally express issues or concerns whenever they become apparent.

Salary Increases

Each employee's salary will be assessed annually in January. Salary increases will be based on a number of factors including performance, business constraints and the economy. Riptide values our employees, and will strive to compensate them as well as is practical.

Benefits

Leaves of Absence

Paid Time Off

Riptide provides employees with approximately 30 days (240 hours) of paid time off per year to be used for holidays, sick leave, and vacation. Although Riptide does not separate holiday time from other leave, the Company does expect employees to take paid time off for any holidays their customer is observing unless they have prior approval from the customer and Riptide management to work on the holiday.

Paid time off is accrued at a rate of 20 hours per month. Taking time off is essential for employee well-being and long-term performance. No employee may accrue more than 240

hours of unused time off. Should an employee accrue that much unused leave, they will be expected to take time off or forfeit any future accrual.

Employees are permitted to carry a negative balance of up to 40 hours paid time off provided the employee has prior authorization from a member of Riptide management.

The Family and Medical Leave Act

The Family and Medical Leave Act of 1993 (FMLA) entitles covered employees to 12 weeks of unpaid leave during any 12-month period for certain family and medical needs. Riptide will work with employees to coordinate these rights with customer requirements. Should you be dealing with a family medical issue such as the care of an elderly parent or the addition of a child, please inform your supervisor and the HR department. The company will work to support you in every way possible.

Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify Riptide management and their customer management immediately. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased.

Employees are allowed up to five days (40 hours) paid leave at their regular rate in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.

Employees are allowed three days (24 hours) paid leave at their regular rate in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.

Employees are allowed up to four hours of paid leave at their normal rate to attend the funeral of a fellow regular employee or close coworker at the customer site, provided such absence from duty will not interfere with normal operations of the Company or its customer.

Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 provides employees with an entitlement to unpaid leave when employment with Riptide is interrupted for a period of service in a uniformed service. Riptide will work with our customers to ensure that the employee's job or position is preserved and available when they return from uniformed service.

Paid Family Leave

Riptide recognizes the importance of our employees' families. The company wants employees to be able to care for family members during major life events. Paid Family Leave (PFL) is

available to support employees after the birth of a child, the placement of a child from adoption or foster care, or the onset of a serious health condition (as defined by the Family Medical Leave Act) of a spouse, child, or parent.

Employees are eligible for up to 12 weeks (60 days) leave and Riptide provides pay for the periods that the employee is not receiving income from disability or state-provided benefits. PFL is only offered once within the 12-month period following a qualifying event, but it can be used intermittently at any time within that period. All time off, though, remains at the discretion of our government customers and prime contractors.

Any employee wishing to use Paid Family Leave should contact Riptide management to discuss their situation and how to exercise this benefit.

Jury Duty

Riptide recognizes that jury duty is a civic responsibility of our employees. In no case will your employment be affected if you perform jury duty. Riptide provides 2 days paid leave annually for any employee who must serve on a jury. The employee must provide a copy of the jury duty summons to their supervisor and Human Resources. If an employee reports for jury duty and is dismissed, they will be expected to report for work for the remainder of the day. If an employee is told they do not need to report to the court on any day of a jury duty stint, they are expected to come to work.

Employees must work with their supervisor to ensure that serving jury duty does not adversely impact customers and coworkers. Should a summons to jury duty present a significant negative impact to a customer from the loss of the employee, Riptide may write a letter to the court requesting the postponement of the employee's jury duty.

Inclement Weather Closures and Government Shutdowns

When it is announced that federal government offices will be closed due to inclement weather, government shutdowns, or other reasons, employees should telework if their contract permits. If not, employees must take paid time off, leave without pay, or work the hours at a later date. Employees will have until at least the end of the month to work the hours. Under some circumstances, they may be able to make up the hours in the following month. Employees should consult with their Riptide supervisor to determine how long they have to work the make-up hours.

Compulsory Work Outages

Employees may, on occasion, be prevented from working due to circumstances outside of the company or employee's control, specifically contract gaps and government funding shortfalls. Riptide will work with employees to minimize the impact of these events on employees' regular income, and extend company coverage for as long as practically possible.

Leave Without Pay

Employees may take unpaid leave with the approval of their Riptide supervisor. No employee may carry more than 2 weeks (80 hours) of accrued, unused paid-time off if electing to take leave without pay. Extended periods of leave without pay may affect eligibility for benefits or employees may be required to pay for some benefits during the period of leave. If an employee's average weekly work time falls below 30 hours for a two-month period, they will become ineligible for company-paid full time employee benefits.

Insurance

Riptide insurance plans and coverage for employees is reviewed and updated each year. Please refer to the current years benefit sheets for current costs and coverage details.

Health Insurance

Riptide offers health insurance for all full-time employees, their spouses, and their dependents. Employees contribute approximately 15% of the cost of coverage as a monthly payroll deduction.

Dental Insurance

Riptide covers %100 of the premiums for dental insurance.

Vision Insurance

Riptide covers %100 of the premiums for vision insurance.

Life Insurance/Accidental Death and Dismemberment Insurance

Riptide provides full-time employees with Group Basic Life Insurance and Accidental Death and Dismemberment Insurance. Premiums are 100% funded by the Company. Employees should provide beneficiary information to Riptide management. Employees or their families should seek the assistance of Riptide management should they need to file a claim.

Short Term Disability Insurance

Riptide provides full-time employees with Short Term Disability Insurance. Premiums are 100% funded by the Company. Employees or their families should seek the assistance of Riptide management should they need to file a claim.

Long Term Disability Insurance

Riptide provides full-time employees with Long Term Disability Insurance. Premiums are 100% funded by the Company. Employees or their families should seek the assistance of Riptide management should they need to file a claim.

401(k) Savings Plan

Riptide recognizes the importance of planning for your financial future. The Company provides company paid automatic contributions to a 401(k) retirement savings plan for all full-time employees employed by the company. Each pay period, the Company will contribute the equivalent of 10% of an employee's gross pay to a 401(k) savings account. Company contributions start immediately but will not vest until the employee has worked for the Company at least six (6) months. Employees may further contribute via payroll deduction up to the annual limits set by the Internal Revenue Service.

Employees can manage their 401(k) retirement savings plan via the website <u>myplan.johnhancock.com</u>. Employees will be provided instructions for accessing the web site at the start of employment. Features of the website include:

- Selecting the fund(s) to which both Company and personal contributions are made
- Setting the amount of employee contribution
- Managing existing balances
- Performing rollovers

Continuing Training and Education

Riptide strongly encourages employees to pursue additional formal education in an effort to enhance knowledge and skills; thus improving potential for future opportunities. To further this objective, the Company offers an education benefit of \$3000.00 per calendar year to full time employees. This benefit can be used for

- Courses offered by an accredited institution including e-learning
- Certification programs and certification test fees
- Course expenses to include academic fees and books
- Hours spent attending educational programs

In order to use this benefit, employees must have prior approval from a member of Riptide management and must submit a transcript, certificate of completion or other documentation as a record of attendance/completion.

Recognition and Bonuses

Employee Performance Recognition

Employees may receive bonuses for exceptional performance when their accomplishments are recognized by their customer, supervisor and/or Riptide management. All employees and supervisors are encouraged to send any formal or informal recognition or praise to Riptide management at any time. Bonus amounts and frequency will be at the discretion of Riptide management.

Employee Referral Bonus

Riptide hires exceptional employees and quality employees tend to know other quality people. Employees are encouraged to recommend qualified candidates for employment in the Company. Any employee recommending a candidate for employment will receive a \$3000 bonus if that candidate is hired and works for the Company for at least six (6) months.

Business Development Bonus

Riptide cannot be a successful company without strong leadership and continued growth. To encourage employees to help the company in seeking and seizing on new opportunities, Riptide offers a bonus for business development activities.

The Business Development bonus is intended to incentivize participation in finding new customers and participating in business development activities such as proposals, marketing briefs and marketing white papers. It is assessed against the first year of a task resulting from a successful business development effort.

Prior to completion of the business development effort, the proportion of participation/contribution to the effort will be discussed and established at partner management meetings. The proportion of employee business development participation shall be expressed as a percentage and recorded in the minutes of those meetings.

50% of profit (fee) from the first year of a successful business development effort will be used to establish a business development bonus pool for that effort. Participants will receive a bonus based on their percentage of participation from that pool.