

A&D WIRELESS CORP. EMPLOYEE HANDBOOK

Note:

This handbook supersedes all previous issues of the A&D Wireless Corp Employee Handbook.
The effective date of this handbook is April 6, 2021.

WELCOME!

I would like to take this opportunity to welcome you to A&D Wireless Corp.

Our mission is simple, but challenging: to be the most productive AT&T Retailer in the Nation. We lead the industry with a culture that enables our employees to be inspired, engaged and productive. Our culture is the foundation for great success. The A&D CHEER is the specific set of principles that encompass our culture of Commitment, Honesty, Excellence, Enthusiasm, and Reliability. CHEER is the blueprint that directs us all to live up to the highest standards possible when serving our customers, communities, business partners, and each other. Admirably, you have been selected to be a part of our award-winning organization, because the competencies you display match the talent we look for in our team members. You will have the opportunity to help our Team achieve and exceed its vision and goals.

I am looking forward to watching you grow and develop into an extraordinary leader and teammate, that takes pride in our fundamentals. Those fundamentals are: 100% employee engagement in delivering AT&T's initiatives; enabling employee advancement & career growth; fostering a culture of excellence; being the best trained team; owning AT&T's "At Your Service"; being "Friendly Experts"; and exhibiting consistent sales discipline.

I expect your best each day. I take personal care in your professional development and my door is always open to our employees. The keys to your success are as follows: being dependable and reliable, open-minded and adaptable, deliver on your commitments with attentiveness to detail, provide supervision and documentation (Leaders), and following the policies and procedures that will sustain our organization. By acting on these key points, you will become successful and so will A&D Wireless.

Please take your time and review this handbook. This will enable you to be fully aware of what is expected of you to make a positive contribution to our Team. Again, I look forward to watching you grow professionally while making great contributions to our company and the AT&T brand.

Kind Regards,

Gus Daghash

President (General Manager – as mentioned in Handbook)

A&D Wireless Corp.

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ALL PERSONS EMPLOYED BY A&D WIRELESS CORP.

Your employment with A&D Wireless Corp., unless the subject of a specific written formal agreement to the contrary, is an employment "at will" and may be terminated by either the employee or the Company at any time without notice or for any reason. No commitment or other term of employment shall be inferred or otherwise assumed from any source whatsoever, written or oral, except as provided for above.

Management will issue rules and regulations from time to time which are not covered in this Handbook. These notices shall be strictly followed until they are withdrawn or superseded.

All employees who represent A&D Wireless Corp. are required to take yearly compliance trainings that make employees aware of AT&T's internal policies & procedures which teach staff, including but not limited to, how to go about protecting customer propriety information, fraud prevention, etc.

Bulletin boards are used as one method of communicating some of our rules and regulations. It is imperative that you do not alter, deface, or remove any rule or regulation from our bulletin boards unless specifically authorized to do so by management. It is the responsibility of every employee to regularly read bulletin board notices. Additional information may be made available via email and handouts.

ABOUT THIS EMPLOYEE HANDBOOK

The Company may alter, cancel or add regulations, personnel policies, or procedures, from time to time in the interest of the welfare and safety of its employees and the improvement of its operations, at its discretion without advance notice, except with respect to the section entitled "ALL PERSONS EMPLOYED BY A&D WIRELESS CORP."

Recognition of these rights and prerogatives of the Company is a term and condition of employment and of continued employment.

Important Notice: This Handbook does not constitute an employment contract or other contract of any kind. This Handbook does not limit any rights A&D Wireless Corp. may have nor does it create any contractual or other rights of any employee or other person.

INTRODUCTION

This Handbook is designed to give you information about A&D Wireless Corp., including some of our policies and general expectations. It will also outline some of the benefit programs for which you will be eligible. The information in this Handbook will be of great value to you during your first days of employment, as well as a future reference guide. You must read it thoroughly and check with your Leader if you have any questions, or require clarification on any information contained in this Handbook.

Orientation and Induction

During your first few weeks of employment, you will participate in an orientation program conducted by your manager or supervisor with the assistance of your peers. During this program, you will receive the policies and instructions, which will provide you with important information regarding A&D Wireless Corp., our products and services, the industry, our competition, and various departments with which you will interact.

YOUR WORK ENVIRONMENT

THIS SECTION OF THE A&D WIRELESS CORP. EMPLOYEE HANDBOOK (THE "HANDBOOK") ADDRESSES ISSUES ASSOCIATED WITH THE STATUS OF EMPLOYMENT AT A&D WIRELESS CORP.. ("A&D" OR THE "COMPANY") AND THE COMMITMENT OF A&D TO PROVIDE EACH EMPLOYEE WITH A SAFE AND DISCRIMINATION-FREE WORKPLACE.

Equal Employment Opportunity

A&D provides Equal Employment Opportunity (EEO) to all employees and job applicants. Employment decisions are made based on how each individual's skills and qualifications meet the responsibilities of the position for which they have applied. Employment decisions regarding employees and job applicants are made without regard to characteristics protected by applicable law, specifically race, religion, color, national origin, citizenship, marital status, sex, age, disability, sexual orientation, veteran status, or any other basis prohibited by applicable law. Discrimination and/or harassment based on any of those factors are totally inconsistent with A&D's philosophy of doing business and will not be tolerated at any time. A&D's senior management staff annually reaffirms our commitment to Equal Employment Opportunity. A&D is committed to offering equal employment opportunities to all qualified individuals in every aspect of employment such as, but not limited to, hiring, promotions, compensation, transfers, and training. Through implementation of our EEO policy, we are continuing our efforts to create a diverse workforce and an environment in which individuals are treated without discrimination.

Harassment

A&D is committed to maintaining a work environment for all employees free from harassment. It is our policy that harassment on the basis of an employee's race, religion, color, national origin, citizenship, marital status, sex, age, disability, sexual orientation, veteran status, or any other basis prohibited by applicable law will not be tolerated. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature in situations where:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or

3. Conduct which has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

An employee who has witnessed or been subjected to any harassment of this nature should report the incident to his or her supervisor or manager, or any member of the management staff of A&D, as the employee prefers, or utilize the Employee Round Table, Open Door Practice, Express Access Program and/or Whistleblower Procedure. We expect all personnel to understand the responsibility that A&D has as an employer to protect all personnel and to maintain a work environment free from harassment.

In addition to our commitment to prevent harassment and discrimination of all forms, A&D's policies expressly prohibit retaliation of any kind. No action may be taken against an employee, which may be construed as having been taken in retaliation for that person's engagement in an activity protected by A&D's policies or applicable law.

Drug Free Workplace Policy

A&D is committed to providing a healthy and safe work environment, free from the effects of drugs or alcohol.

- No employee will report for work or will work impaired by any controlled substance, drug or alcohol.
- No employee may at any time possess any controlled substance, drug or alcohol except for medications lawfully prescribed to that employee.
- The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is prohibited in the workplace, both by law and as a matter of Company policy.

If you are convicted of violating any criminal drug statute occurring on or off Company property while conducting Company business you must report this conviction to your manager within five (5) days. Any employee violating A&D's Drug Free Workplace Policy will be subject to action, up to and including termination of employment.

We recognize that drug and alcohol abuse are serious health, safety and security issues. Employees who voluntarily seek help for substance problems will not thereby jeopardize their position with A&D.

Employee Round Table, Open Door Practice, Express Access Program, Whistleblower Procedure and Great Idea Boxes

Employees are provided the opportunity to present their problems, concerns and complaints to management for resolution in a manner within the discretion of management. Problems, concerns and complaints may, in the discretion of employees, include discrimination, sexual harassment and other forms of harassment, as well as suggested improvements in operations and sales.

An employee who has a problem, concern or complaint of any kind should bring it to the attention of management. Employees are always able to address any level of A&D's management. However, there are various ways to do this, and employees are free to follow any one or all of them. The important

thing is to present the problem, concern or complaint to A&D as soon as possible so that it can be discussed and resolved.

A. Employee Round Tables

Employee Round Table meetings will be held periodically where all employees employed by A&D are encouraged to speak out. Employees who attend these meetings are responsible for vocalizing any problem, concern or complaint. Employees may request these meetings or managers may offer them.

B. Open Door Practice

Employees who prefer a more formal procedure to handle their problem, concern, or complaint may follow the Open Door Practice.

Step One-Verbal Discussion:

- a) The employee and the employee's immediate supervisor (or, if that person is inappropriate to resolve the dispute, the next higher management person) will meet at a convenient time to identify and discuss the problem, concern, or complaint and attempt to resolve it to the satisfaction of all concerned.
- b) If the problem, concern, or complaint is not resolved to the satisfaction of the employee who initiated the procedure, the supervisor will promptly report the results of the verbal discussion to the appropriate manager if not previously reported to them.
- c) A meeting between the employee and appropriate manager shall be promptly held at a convenient time to discuss in detail the issues raised by the employee. The immediate supervisor of the employee will be present at this meeting only if requested by the employee.
- d) The appropriate manager will consult with their District Manager and promptly respond to the employee's problem, concern or complaint by either granting or denying it and setting forth the reasons for the decision. The response will be provided to the employee in writing.

Step Two-Documentation:

- a) If the problem is not resolved during the verbal discussion, the employee may transmit the problem, concern or complaint, in writing, to the H/R Manager with a suggested resolution. The H/R Manager shall promptly forward the completed form and copies of the immediate supervisor's response to the General Manager for review and resolution.
- b) The General Manager will consult with the H/R Manager and meet with, or speak with the employee by telephone, at a convenient time to discuss the problem in detail. The immediate supervisor and the department manager of the facility where the employee is employed will be present at this meeting, or included in the telephone conference, only if requested by the employee.
- c) The General Manager will promptly respond to the employee, either granting or denying the appeal and setting forth reasons for the decision.

Step Three-Final Resolution

- a) If the issue is not resolved to the employee's satisfaction by the General Manager, the problem, concern or complaint shall, upon request by the employee, be promptly submitted to the President with copies of all preceding management responses.
- b) The President shall investigate the problem, concern or complaint and will promptly respond to the employee by either granting or denying it and setting forth the reasons for the decision.

C. Express Access

The utilization of Express Access enables employees to have direct access to the General Manager for possible resolution of any problem, concern or complaint, including those of a confidential nature, and/or if the resolution of the issue has not been successful in the other procedures made available by A&D.

If the employee so desires, he or she may e-mail the General Manager marked "Express Access", or "private & confidential."

The General Manager or a designee will directly investigate and respond to the problem, concern or complaint. A report and resolution shall be forwarded to the employee, where applicable, at the address indicated on the Express Access form.

D. Whistleblower Procedure (see EXPECTATIONS AND ETHICAL BUSINESS PRACTICES)

E. Great Idea E-Mail

General comments and great ideas of a non-confidential nature may be submitted by e-mail to the General Manager with the heading "Great Idea" in the subject line. The contents of Great Idea e-mail will be reviewed regularly and the status of the submitted idea will be communicated to the employee as soon as it is assessed.

Safety

It is every employee's basic responsibility, regardless of function, to make safety his/her ongoing objective. The full cooperation of all employees in complying with established safety policies and procedures, and in using safety equipment provided, is essential. Unsafe conditions should be reported to your immediate supervisor. It is the supervisor's duty to promptly investigate any reported unsafe condition and eliminate it immediately. Additionally, any employee may communicate safety concerns to the General Manager or to any other member of management. All locations are equipped with First Aid Kits and Fire Extinguishers. All employees should familiarize themselves with the locations of these items.

If you should have an accident at work, your supervisor or another member of management must be notified immediately. Regardless of severity, all accidents, illnesses or injuries must be reported. Failure to follow these procedures may delay you from receiving compensation for any accident or injury incurred on the job.

Privacy

A&D employees must comply with all applicable privacy and data security laws. A&D requires its employees to respect the privacy rights of other A&D employees by using, maintaining and transferring their personal data only in accordance with applicable laws and A&D guidelines and procedures. While seeking to maintain employee privacy, however, A&D reserves the right to monitor use of Company property and resources (for example, computers, e-mail, phones, proprietary information, etc.), in accordance with applicable law.

A&D employees are also expected to observe all applicable obligations pertaining to the use and disclosure of non-public personal or business information obtained in the course of conducting business, including information obtained from customers and other outside sources. Each A&D employee must take care to protect this information from inappropriate or unauthorized use or disclosure.

Your responsibilities relating to the use and disclosure of information subject to this policy continue after your employment with A&D terminates. Upon your departure from A&D, you must return all such information in your possession or under your control without retaining any copies (in any format) thereof.

Smoking

In an attempt to provide a safe and healthy work environment, smoking is prohibited in all Company facilities.

Employee Identification

All employees of A&D are issued identification badges bearing their names. You are to wear your badge at all times when you are on Company premises, and while conducting Company business. The purpose of these badges is to readily identify A&D personnel and visitors and to contribute to customer service experience, safety and security on A&D property.

Workplace Violence

A&D recognizes that workplace violence is a health and safety issue and we are committed to providing a violence-free work environment. In support of this philosophy, it is essential that everyone work in collaboration to recognize, manage and prevent acts of workplace violence.

Violence is any act of aggression, verbal assault, physical assault, or threat in the workplace. Acts of workplace violence will not be tolerated and employees engaging in such conduct are subject to

immediate suspension, pending investigation. If the investigation reveals that inappropriate conduct has occurred, the result may be action up to and including termination from employment.

TIME AWAY

THIS SECTION OF THE HANDBOOK ADDRESSES THE COMPANY'S POLICY OF PROVIDING YOU WITH TIME AWAY FROM THE WORKPLACE.

Vacation

Vacations are intended as a change of pace and to provide employees with the opportunity to rest and relax away from the responsibilities of the workplace.

All vacations must be requested one (1) month in advance and are subject to approval by your supervisor; approval is based upon business requirements. Due to workforce planning, no two employees in one A&D location can take vacation during the same period. Vacation may be taken in increments of ½ days or full days.

Allowed vacation time will start to accrue on the date of hire. Due to business necessity, A&D enforces a “blackout period,” observed from November 1st thru December 31st, when no employee in the company can take vacation leave, unless otherwise approved by the General Manager. Also, vacation time cannot be used concurrently with sick time and vice versa.

If qualified and eligible, employees are required to use all paid accrued vacation time in the year that is it earned, with the goal being a zero balance by year end, unless otherwise prohibited by applicable law.

Employees that are eligible to accrue paid Vacation leave: Salaried Only

Note: Hourly employees are not eligible to accrue paid Vacation leave.

All eligible salaried employees begin to accrue paid vacation time as of their date of hire. Vacation accruals are recorded on a monthly basis following each full month worked. During approved vacation and/or sick leaves only, vacation time will continue to accrue during the leave. Exceeding the accrued number of vacation days allowed a year shall result in deductions from pay.

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
½ Day	0 days	0 days									

*Accrual of vacation days in a calendar year = Maximum total of 5 days

Upon separation of employment for any reason, any unused accrued vacation time shall be forfeited.

Break in Service

Employees who have worked for the Company for at least one year prior to leaving the Company and are subsequently rehired within 12 months from the last day of prior employment will be immediately reinstated at the same level of accrual of vacation time as of the last day of employment.

Sick Time

Sick time is for those occasions when you are unable to report to work due to medical reasons.

Sick leave is a benefit designed for the times when you are too ill to come to work or need to attend your own medical or dental appointments which cannot be scheduled during non-working hours. Additionally, it is for those times when you need to attend to the health or medical needs of those in your immediate care (i.e., a sick child). Time off for your own planned medical or dental appointments must be approved in advance by your immediate supervisor.

Medical certification, covering the period of the absence, may be required by your manager in instances of excessive or patterned absenteeism or absences.

Employees that are eligible to accrue paid Sick time: Salaried Only

Note: Hourly employees are not eligible to accrue paid Sick time.

Accrual

Employees accrue paid sick leave as follows...

- Full time salaried/exempt employees accrue sick leave in accordance to the months worked in a calendar year
- ½ a sick day will be accrued per month in a calendar year
- No sick days will be accruable during the “Black Out” months (November and December)
- No accrual of sick days while an employee is on FMLA/ Disability/or Military Leave

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
½ Day	0 days	0 days									

*Accrual of sick days in a calendar year = Maximum total of 5 days

Use

Sick leave may be used in agreement to the following provisions....

- Sick leave may be used for illness, well-care, and medical and dental appointments
- One (1) day is equal to 10 hours and may be taken in 5 hour shift increments
- Consecutive Sick days may not be used during the “Black Out” months (November and December)
- If the employee is absent unexpectedly due to personal or family member’s illness, the employee must notify his or her supervisor as soon as reasonably possible

- Sick leave does not carry over at the end of the calendar year and is not payable at the time of your separation from employment.
- Sick days that are not used at the end of the calendar year, will not transfer to the upcoming year
- Exceeding the accrued number of sick days allowed a year shall result in deductions from pay

Leaves of Absence and Related Matters

A&D has leave of absence policies to assist eligible employees when they are required to be absent from work for extended periods of time. Eligibility requirements and specific policies and conditions vary depending upon the type of leave.

A) Bereavement Leave

A&D will provide you with a maximum of three (3) days leave, without pay, to make arrangements for, and to attend, the funeral of a member of your immediate family. Immediate family for this purpose is defined as spouse, child, parent, sibling, grandparent, and grandchild, of your own immediate family.

B) Jury Duty/Witness Policy

A&D will not pay for any wages for any days of Jury Duty, or time required to serve as a witness in a court proceeding. A copy of the Jury Duty or Witness summons must be provided to your supervisor as soon as it is received, if time off is required. Upon being released from Jury Duty you must submit court documentation of the actual days served as a juror.

Also, employees do not qualify for any paid leave if they are the plaintiff or defendant in a lawsuit.

Only if you are required to attend a court or governmental agency proceeding in relation to A&D, you may be entitled to receive your regular pay based off your existing schedule.

C) Military Leave

All employees who are serving in the uniformed services, including but not limited to those ordered to attend military training or into Active Duty in the Armed Forces of the United States, the National Guard, the United States Coast Guard or the Public Health Service, will be given an excused, but unpaid, leave of absence. You must provide your manager with a copy of your written military orders. Employees should contact their supervisor regarding any questions that they may have regarding benefits coverage during military leave, the time by which they must return to work following completion of military service, or any other issues regarding military leave.

D) Short Term Disability

All full-time and part-time employees employed in New York/New Jersey may apply for State Short Term Disability, when eligible. Employees covered by the New York/New Jersey Short Term Disability program are required to submit a copy of the State Short Term Disability check to the General Manager.

Continuous Periods of Disability - New York / New Jersey

Two (2) periods of disability due to the same or related cause or condition, which are separated by a period of not more than fourteen (14) days, shall be considered as one continuous period of disability, provided that the employee has earned wages during the fourteen (14) day period with A&D immediately preceding the first period of disability. An employee need not serve an additional seven (7) day waiting period at the onset of a second period of disability when the second period of disability is deemed to be part of one continuous period of disability. If benefits are payable for three (3) consecutive weeks with respect to any period of disability, benefits will also be payable with respect to the seven (7) day waiting period.

Family and Medical Leave (FMLA)

An employee, full-time or part-time, who has been employed for at least twelve (12) months and has worked at least one thousand two hundred and fifty (1,250) hours is eligible for the federal Family and Medical Leave (FMLA) which runs concurrently with A&D's Short Term Disability Program, any State Short Term Disability Program, and Worker's Compensation leaves. FMLA is an unpaid, job protected leave of absence which provides for up to twelve (12) weeks off in a twelve (12) month period (rolling calendar counting back twelve (12) months from last day worked). FMLA time is available for the employee's own serious health condition (work related or non-work related) or that of an eligible family member; to care/bond with a newborn or adopted child within the first 52 weeks from date of birth or date placed for adoption, whichever is later; or due to an eligible family member being on active duty or having been notified of an impending call or order to active duty in the Armed Forces.

Federal Family and Medical Leave (FMLA) will be coordinated with any State leave programs, in accordance with applicable law.

E) Pay While on Leave

An employee's pay will cease on the first day of a potential or approved leave of absence and will resume, retroactively, through disability pay, sick pay, or accrued vacation, where applicable, for any approved leaves.

During all approved leaves of absence, other than Workers' Compensation leaves, in addition to Short Term Disability pay, where applicable as noted above, an employee is required to use all accrued sick time and vacation time. At an employee's request, the use of vacation time, personal float day, or sick time, where applicable, may be used during any period of unpaid Worker's Compensation leave, after final determination by the Worker's Compensation carrier.

F) Accommodation

During any portion of an approved leave, an employee may request, with the attending physician's authorization, to return to work with limitations/restrictions. Upon review of the request, A&D will determine if a reasonable accommodation can be made without undue hardship on the operation of the business. If a reasonable accommodation can be made, the employee will be asked to return to work.

Unless the employee is on a FMLA leave, the employee would be required to return on the date designated by A&D.

Separation from Employment

An employee who fails to return to work as scheduled following an approved leave, will be considered to have voluntarily resigned from employment.

If an employee is unable to return to work at the end of the leave or at the end of seven months, whichever is earlier, his or her employment will be terminated, except to the extent prohibited by applicable law. The employee may be considered eligible for rehire.

A&D reserves the right to extend leaves beyond the periods of time as noted in the Leave of Absence Policy. All extensions are subject to approval by the General Manager.

WORKPLACE PRACTICES

THIS SECTION OF THE HANDBOOK OUTLINES CERTAIN POLICIES AND PROCEDURES REGARDING EMPLOYMENT AT A&D.

Classification of Employment

Based upon business requirements, job duties and compliance with applicable government regulations, the following job classifications are used to identify every A&D employee.

Full-Time Salaried Employee - Individuals who are scheduled to work at least fifty (50) or more hours each week on a regular basis.

Full-Time Hourly Employee - Individuals who are scheduled to work at least thirty-five (35) or more hours each week on a regular basis. Hourly employees do not qualify for any paid Vacation, Holiday or Sick Leave.

Part-Time Hourly Employee - Individuals who are scheduled to work less than thirty-five (35) hours each week on a regular basis. Hourly employees do not qualify for any paid Vacation, Holiday or Sick Leave.

Temporary Employee - Individuals who are hired on either a full-time or part-time basis for up to a specific, short-term period of time, not to exceed three (3) months. Temporary employees do not qualify for any paid Vacation, Holiday or Sick Leave.

In accordance with the Fair Labor Standards Act, and applicable state law, all employees are classified as either Exempt or Non-Exempt. These definitions are applied when determining which employees are eligible for overtime pay as follows:

Exempt Employee - Individuals in executive, management, administrative, outside sales, and certain computer-related positions. Employees classified as Exempt are not eligible for overtime pay.

Non-Exempt Employee - Individuals who, based upon their assigned job duties, are eligible for overtime pay for all hours worked in excess of forty (40) hours in a workweek or as otherwise required by applicable state law. Overtime pay is calculated at a rate of one and one half times the regular rate of pay.

Overtime

A&D seeks to keep the need to work over forty (40) hours in a workweek to a minimum. However, if required to do so, every effort will be made to advise you in advance of the need for overtime work. Non-Exempt employees will receive overtime pay for all authorized hours worked in excess of forty (40) hours per week at the rate of one and one half times your regular hourly rate for overtime, as well as any other overtime pay required by applicable law.

Compensation - Wages

Our workweek begins on Monday and ends on Sunday. A&D employee wages are paid biweekly - every other Friday. You will receive a direct-deposit on Friday that reflects the hours worked during the previous two-week pay period. Upon termination of employment, for any reason, your paycheck for time worked in your final two-weeks of employment will be issued and deposited on the following payday, unless otherwise provided by applicable law.

All required deductions, such as federal, state and local taxes and Social Security (FICA), are automatically withheld from each paycheck.

Payroll checks must be automatically deposited into any federally-approved bank account (Checking, Savings, Money Market, Credit Union, etc.) each payday. Your check is deposited as cash and is available for your use each payday.

Compensation - Commissions and Bonuses

Our standard commissions activity is based on the first to the last day of each calendar month. Commissionable A&D employees are paid their commissions monthly - every 15th of the month. The commissions for each full month shall be paid 45 days after the end of that month, separate from any wages. Example: All January 2018 activity shall be paid out on March 15th, 2018. You will receive a direct-deposit on the 15th that reflects all compensable activity for the corresponding month. In the event that the 15th occurs on/during a weekend, holiday, snow-day, system outage, processing delay, and/or any other unforeseen issues, A&D will compensate you on the next, soonest most convenient day. Upon termination of employment, for any reason, all unpaid commissions shall be held in escrow for a period of at least 180 days in order to account for possible chargebacks. Example: All January 2018 activity is normally paid by March 15th, 2018. Hence, if separated in January 2018, your escrow will be held 180 days from March 15th, 2018. Chargebacks consist of any compensation earned or owed that gets revoked or withheld due to refunds, returns, non-payments, suspensions, cancellations, migrations, data entry errors, negligence, activations fraud, commissions fraud, policy violations, and/or not attending or participating in mandatory conference calls and trainings. Your final commission check, less

any chargebacks, will be issued and deposited on the 15th of the calculated corresponding month, unless otherwise provided by applicable law.

*Termination of employment due to Activation/Commission/Equipment Fraud/Theft will lead to a complete forfeiture of all unpaid and owed employee commissions.

Compensation - Deductions

Deductions from wages and/or commissions can and may occur due to Employee and/or Manager financial negligence or misconduct. Please refer to details in Company Policy Docs and/or expectations of your Roles & Responsibilities in reference to procedures regarding access and handling of cash, company checks, company credit/debit cards, inventory, RQ4, and OPUS.

If an employee does not have any commission activity for thirty (30) days or has consistently low activity, commission may be placed on hold for the duration of 180 days. This hold will be placed for the possibility of any potential chargebacks.

All required standard deductions, such as federal, state and local taxes and Social Security (FICA), are automatically withheld from each commission check.

Commission checks must be automatically deposited into any federally-approved bank account (Checking, Savings, Money Market, Credit Union, etc.) each pay date. Your check is deposited as cash and is available for your use each payday.

Your Work Schedule

Your manager will outline your working hours to you and will announce any changes in your work schedule as far in advance as possible. Please keep in mind that changes in business conditions may affect the hours and/or days you may be required to work.

Standard hours of operation are Monday through Saturday, 10:00am - 8:00pm, and Sunday, 11:00am - 6:00pm. Hours may vary based on Location and job description. Standard shifts shall be described as Full (10 hours or 7 hours for Sunday) or Half (5 hours). Shifts may vary based on Location and job description.

Time and Attendance

A&D uses a software system in all of its locations to accurately record time and transfer appropriate time and attendance information to payroll.

- Non-exempt (hourly) employees are required to scan in and out at the start and end of the day.
- Exempt (salaried) employees are also required to scan in and out at the start and end of their day. This information will be collected to accurately track and manage time off.
- Local management is responsible for determining departmental or individual shifts. As all non-exempt employees will be assigned to shifts (some may change, others may not), employees should understand

that their scheduled start time is when they are officially clocked in. Employees must not commence work prior to scheduled start times unless expressly directed by management. In these situations, such time will be considered time worked.

- Trainings, whether internal or external, that are instructor led and require your attendance shall be considered as paid work time. Virtual courses, whether completed internally or externally, outside Company time shall not be considered as paid work time. Employees and their supervisors will be notified in advance of the time and place of any and all paid instructor led trainings. Employees may not be able to "clock-in" and "clock-out" at these trainings due to limited system access but should inform and verify with their supervisor of their exact time and attendance for each training. A "Revised Punch" will then be administered to account of paid training time.
- Conference Calls, whether internal or external, shall not be considered as paid work. Attendance is required in order to qualify for commissions and bonuses. Conference calls may be held at any time and on any day. Invitations for calls shall be communicated to employees via email, text, or chat.

Attendance and Punctuality

Work hours are defined in each A&D location to meet business needs by appropriate management. The days and hours you work depend on the nature of your position and the needs of our business. Your work schedule may be changed periodically at the discretion of management.

Regular attendance and timeliness are essential for everyone. Because absence or late arrival may cause hardship for your co-employees, you are encouraged to recognize your responsibility to your job and arrive for work each day as scheduled. If you will be delayed for more than a few minutes beyond your start time or are unable to report to work for any reason, you must contact your manager or supervisor before your scheduled start time. Failure to call your manager or supervisor each day of an absence will result in a No Call/No Show record. Two No Call/No Show records in any six (6) month period, as well as repeated unexcused absence or tardiness, may lead to corrective action, up to and including termination of employment. Absences of three (3) consecutive days, as well as repeated absences or tardiness, may require documentation. If you are absent for three (3) consecutive days without notifying your manager or supervisor, it will be presumed that you have voluntarily resigned by abandoning your employment with A&D.

Meal Periods and Personal Errands

A&D recognizes the need for an appropriate meal period during your workday. Therefore, employees are entitled to only one half hour of unpaid break time only after five (5) consecutive hours of work. Each manager is responsible for scheduling meal / break periods in accordance with business needs. Also, personal errands should not be completed on Company time. However, if an extreme circumstance arises, direct Supervisor approval must be obtained prior to anyone being excused from the sales floor. In any instance, ALL employees must clock out during any non-work related breaks. Any employee(s) uncovered abusing this strict policy shall be subject to corrective action up to and including termination.

Inclement Weather

A&D will make every effort to maintain normal work hours even during inclement weather.

Employees will only be paid for time worked during these events.

All employees who are unable to report to work should call their supervisor and report their absence 90 minutes prior to the start of their work day or it may be considered an unexcused absence.

On days when weather conditions worsen as the day progresses, A&D may decide to close early. In such cases, a decision and an announcement will be made at A&D. Employees will be expected to remain at work until the appointed closing time, unless they receive permission from their supervisor to do otherwise.

Employment of Family Members

If management perceives there not to be a conflict of interest, the Company may consider the employment of employees' family members. Typically, employment of family members is not permitted in instances where the family members either work in the same department or have reporting relationship.

The candidate must, of course, meet the Company's qualifications for employment. The definition of immediate family includes, but is not limited to, spouse, children, brother, sister, parent, step-children, step-parent, in-laws, aunt, uncle, grandparent, and any other member of the employee's household.

NEW JERSEY EARNED SICK LEAVE

Under New Jersey's Earned Sick Leave Law, most employees have a right to accrue up to 40 hours of earned sick.

Amount of Earned Sick Leave

A&D Wireless, in accordance to the law will provide up to a total of 40 hours of earned sick leave every benefit year. A&D Wireless benefit year is:

Start of Benefit Year: **January 1** | End of Benefit Year: **December 31**

Rate of Accrual

You accrue earned sick leave at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Alternatively, your employer can provide you with 40 hours of earned sick leave up front.

Date Accrual Begins

You begin to accrue earned sick leave on October 29, 2018, or on your first day of employment, whichever is later.

Exception: If you are covered by a collective bargaining agreement that was in effect on October 29, 2018, you begin to accrue earned sick leave under this law beginning on the date that the agreement expires.

Date Earned Sick Leave is Available for Use

You can begin using earned sick leave accrued under this law on February 26, 2019, or the 120th calendar day after you begin employment, whichever is later. However, your employer can provide benefits that are more generous than those required under the law, and can permit you to use sick leave at an earlier date.

Acceptable Reasons to Use Earned Sick Leave

You can use earned sick leave to take time off from work when:

- **You** need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a **family member** during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member **have been the victim of domestic violence or sexual violence** and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend **school-related conferences, meetings, or events** regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business **closes due to a public health emergency** or you need to care for a child whose school or child care provider closed due to a public health emergency.

Family Members

The law recognizes the following individuals as "family members:"

Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner) • Grandchild • Sibling • Spouse • Domestic partner or civil union partner • Parent • Grandparent • Spouse, domestic partner, or civil union partner of an employee's parent or grandparent • Sibling of an employee's spouse, domestic partner, or civil union partner • Any other individual related by blood to the employee • Any individual whose close association with the employee is the equivalent of family

Advance Notice

If your need for earned sick leave is foreseeable (can be planned in advance), A&D Wireless can require up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), your employer may require you to give notice as soon as it is practical.

Documentation

A&D Wireless can require reasonable documentation if you use earned sick leave on 3 or more consecutive work days, or on certain dates specified by the employer. The law prohibits employers from requiring your health care provider to specify the medical reason for your leave.

Unused Sick Leave

Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, A&D Wireless is only required to let you use up to 40 hours of leave per benefit year. Alternatively, A&D Wireless can offer to purchase your unused earned sick leave at the end of the benefit year.

EXPECTATIONS AND ETHICAL BUSINESS PRACTICES

A&D IS COMMITTED TO EMPLOYING THE HIGHEST QUALITY PEOPLE, TREATING EACH EMPLOYEE WITH RESPECT AND STRICTLY ADHERING TO THE HIGHEST ETHICAL PRINCIPLES AND PRACTICES IN OUR BUSINESS ACTIVITIES. A&D EXPECTS THE INDIVIDUAL ACTIONS OF ITS EMPLOYEES AT ALL LEVELS TO BE CONSISTENT WITH THE HIGHEST ORDER OF LAW AND ETHICS.

Rules of Conduct

The rules outlined in this section are basic regulations in the conduct of our business. Any violations including but not limited to those listed below may subject you to immediate termination from employment.

1. Dishonesty.
2. Fraud of any kind.
3. Use, possession, sale, purchase, solicitation of or being under the influence of alcoholic beverages or any illegal drugs while on duty, including meal periods and rest periods.
4. Sleeping while on duty.
5. Forging or falsifying any Company record.
6. Unauthorized use of any personal or company computers, cell phones, tablets, texting devices, pagers, radios, cd's, mp3's, ipods, tape players, tape recorders, reading material, etc., while on duty.
7. Threatening or intimidating language or actions directed toward any employee, customer or other person during work hours or while on Company property.
8. Violation of safety regulations or practices.
9. Insubordination or refusal to carry out a requested job assignment.
10. Possession of weapons during working hours or on Company's property.
11. Gross negligence or misconduct

The listing of the above rules of conduct does not preclude the Company from taking corrective action up to and including termination of employment at its discretion for violation of any of the regulations

listed here or other regulations which are made locally in accordance with local conditions. Multiple infractions of minor regulations or disregard of warnings or instructions may also lead to termination of employment at the discretion of A&D.

Conflict of Interest

All decisions and actions taken by all A&D employees in the conduct of business shall be made in a manner that promotes the best interests of A&D.

The A&D Business Principles provide that employees may not take business opportunities for themselves that belong to A&D. Our employees must report to management any transaction or relationships that could reasonably be expected to give rise to a conflict of interest.

Conflict of interest is defined as a situation that arises when a A&D employee might be able to use the authority of his or her position (a) to influence A&D business decisions in ways to give improper advantage or financial benefit to oneself, a family member, or associate (including a close personal friend) or (b) to obtain for oneself, a family member or an associate (including a close personal friend) a financial benefit beyond the compensation he or she receives from A&D.

Appearance of conflict of interest:

There are certain cases in which the appearance of conflict of interest is present even when no conflict actually exists. Such apparent conflicts can do as much damage as actual ones, undermining the credibility of A&D and calling into question the integrity of an individual or the A&D or both. For this reason, it is important for an individual, in evaluating a potential conflict of interest, to consider how it might be perceived by others. Apparent conflicts of interest must also be avoided, and the same rigorous evaluation must be applied to situations in which there is potential for such misunderstanding as is applied to situations in which there is the potential for actual conflict.

Members of the A&D community have an obligation to address both the substance and the appearance of conflicts of interest and commitment and, if they arise, to disclose them forthwith to the appropriate management and withdraw from debate, voting, or other decision-making processes or activities where a potential conflict of interest exists or might arise.

Employees are expected to satisfy all of the requirements of their jobs, and should not permit outside activities to interfere with the performance of their A&D obligations. Membership on not-for-profit boards and other similar community activities are encouraged to the extent that they do not create a conflict of commitment. If in doubt, always discuss it with next higher management level.

Disclosure requirements:

Management are required to disclose activities, relationships, and information needed to evaluate potential conflicts of interest. Whenever the activities and relationships change materially, the disclosures are to be updated as soon as possible, in writing. Individuals should disclose, as soon as foreseeable, expected changes or newly anticipated conflicts before they occur.

However not withstanding this, all employees (and prospective employees as of signing their employment contracts) are required to inform their manager, in writing, of any potential conflicts of interest as soon as a situation arises. Managers will then decide on next steps to follow.

Disclosure will include:

- Service and professional engagements when serving in a position of responsibility, such as an officer or a member of a Board of Directors.
- Lavish gifts as this kind of gifts are not in accordance with A&D Policy on Gifts & Entertainment.
- Lavish entertainment as this kind of entertainment is not in accordance with A&D Policy on Gifts & Entertainment.
- Direct or indirect interest or relationship of the employee or an immediate family member with a supplier, customer, competitor or any other organization, where such interest or relationship might affect or might potentially affect the employee's independence or objectivity in fulfilling his or her duties and responsibilities to the A&D or make any business decision.
- A family member or close friend application for a job position where that position has reporting lines to or from the employee, or the employee is in charge of making the decision about the job application.

When in doubt, all employees must consult their managers or contact the A&D General Manager in order to clarify the matter.

Undisclosed conflicts of interest are a serious violation of the A&D Code of Conduct which may result in disciplinary action, up to and including termination of employment. Do not compete with A&D and never let business dealings on behalf of A&D be influenced - or even appear to be influenced - by personal or family interests.

Competing With the Company

To avoid competing with A&D, its parent companies, affiliates, and subsidiaries (the "Company"), you must not enter into unauthorized business relationships with competitors. In addition to being directly employed by a competitor, this means, among other things, that you must not own a competing business or assist any unauthorized person outside the Company - including family and friends - in the planning, design, sale or service of products or services that compete or could compete with the Company's products or services.

Acting for Personal Gain

You must not let personal interests interfere with business dealings. For example:

- You may not be involved in Company business dealings which are, or appear to be, influenced by personal or family interests.

- You may not engage in any activity or maintain any financial interests which might interfere, or appear to interfere, with the independent exercise of your judgment and the performance of your responsibilities in the best interests of the Company.
- You may not influence, either directly or indirectly, any Company dealings with any suppliers or other vendors with whom you have a personal or financial relationship.
- You may not work for or represent a supplier or other vendor in its dealings with the Company.
- You may not accept any economic benefit which may interfere with your judgment on behalf of the Company, such as gifts or discounted services from suppliers, vendors, customers or others with whom the Company does business. You may accept small, inexpensive, unsolicited gifts, valued at fifteen (\$15) dollars or below, not given to influence your judgment. Never solicit gifts, directly or indirectly from customers, suppliers, vendors, or others with whom the Company does business. Never accept payments, loans, kickbacks, special privileges or services from anyone.

You may accept meals or other modest forms of entertainment from customers, suppliers, vendors, or others with whom the Company does business as a courtesy extended during the normal course of business, provided the entertainment is not being offered to influence your judgment. If a customer, supplier, vendor, or other person or entity with whom the Company does business attempts to give you a gift which is more than modest or routine, you must report the matter to your manager.

Employees who find themselves in an actual or apparent conflict of interest must disclose it immediately to their immediate supervisor or manager.

Access to Confidential Information

Many employees of A&D have access to various confidential information of the Company including, without limitation, trade secrets, financial statistics, customer lists, price lists, marketing plans, strategies and results, proprietary information, operational procedures and other information A&D considers confidential. Essentially, any business-related information that you obtain, especially on accounts, customer lists, etc., while in our employ is considered Company property. No employee may use, release, or divulge any such information without the prior written consent of an authorized Executive of A&D. You are required to keep this information confidential while employed by A&D and upon termination of employment, for whatever reason, such information must be surrendered to your immediate supervisor or manager, and no longer used by you in the future. This also applies to the use of confidential information about firms with which A&D has any association.

You should also regard personal information about other employees as confidential, in order to preserve the privacy of your colleagues. Employees who handle confidential information or who have access to such information, whether physical electronic or otherwise, are responsible for the careful use, distribution, storage, and disposal of such information. Employees must also respect customer's confidential information.

Compliance with the Law

All employees in all business relationships must comply with the applicable laws and regulations affecting our business. These laws include, but are not limited to, Securities and Exchange Laws, Sarbanes Oxley, Equal Employment Opportunity laws.

A&D Whistleblower Policy

We encourage A&D employees to promptly report any breach or suspected breach of any law, regulation, the A&D Business Principles or other company policies and procedures or any other alleged irregularities.

We investigate reports promptly and with strict confidentiality, and we will not retaliate or undertake action against employees for filing a report or assisting another employee in doing so. However, intentionally making a false whistleblower report will lead to appropriate corrective action.

Investigation

Reports of suspected unlawful activity or other violations of this Handbook, A&D's policies or A&D Business Principles will be investigated by the appropriate party (ies) as necessary and kept confidential to the extent possible. Employees are required to cooperate in these investigations.

Confidentiality

To the extent practical and appropriate under the circumstances to protect the confidentiality of the persons involved, A&D will endeavor not to disclose the identity of anyone who in good faith reports a suspected violation of law or who participates in an investigation.

Protection Against Retaliation

You are protected from any retaliation or adverse action for raising in good faith or helping to resolve any compliance concern, including any actual or suspected violation of this Handbook, the Code of Business Principles, any other A&D Policy or applicable law. It is a violation of this Handbook for any person to retaliate in any manner against anyone who in good faith reports a violation or suspected violation of this Handbook, the Code of Business Principles, any other A&D policy or applicable law, or who assists in the investigation of a reported violation. Any suspected act of retaliation must be reported immediately to A&D's General Manager.

Policy on Inspection of Company Property

A&D regards offices, desks, computers (and all software, hardware and information stored on a computer, including e-mail messages), file cabinets, furniture, lockers, telephone systems and all other work spaces or equipment (including written and oral communications stored or transmitted on this equipment) owned or supplied by the Company as Company property, and reserves the right to inspect those locations if, in its sole discretion, it determines that there is a security, health, or other business reason to do so. This includes oral and written communication made, transmitted, or stored using Company equipment or supplies, such as communications stored, transmitted or made on Company

computers, telephone systems, e-mail, or voice mail. You should not regard as private, and cannot have any expectation of privacy in, any data or messages made, stored on, or transmitted by Company facilities or equipment. Please remember this when storing personal property at work or sending personal mail, e-mail or voice mail messages. A&D also reserves the right to inspect any handbags, briefcases, packages, shopping bags, etc. being carried into or out of our facilities to the extent necessary at the discretion of A&D, consistent with applicable law.

Telephones

Every telephone interaction gives us the opportunity to demonstrate our ability to offer exceptional service and delight customers. Please answer and respond to all telephones calls in a prompt and courteous way in the manner consistent with Company standards.

Please discourage unnecessary personal incoming calls and minimize any personal outgoing calls including the use of cell phones. Improper or unauthorized use of the Company telephone system may result in corrective action, up to and including discharge.

Email and Internet Standard

Email Systems

Most of our employees have the benefit of access to various electronic mail systems provided by the Company. Some also have access to external email systems and those available over the Internet.

The Company's email services are provided for business purposes only. The following guidelines are in place to identify the Company policy in respect of what is considered correct and incorrect use of these systems.

Incorrect/inappropriate use can cause problems ranging from minor distractions to legal liability claims against individuals and the Company. The user should be aware that all email content and compliance with this policy is monitored, and should expect that as a condition of employment the intellectual property and confidentiality of the mailed information remains within the ownership of A&D.

Set out below are examples of inappropriate use of the facilities, which are by no means exhaustive:-

- the accessing, downloading or distribution of any message, picture or graphics that might constitute bullying, harassment or discrimination (e.g., discrimination or harassment based on race, religion, color, national origin, citizenship, marital status, sex, age, disability, sexual orientation, veteran status, or any other basis prohibited by applicable law)
- The accessing, downloading, or distribution of any form of pornography, obscene or other offensive material
- The unauthorized accessing, downloading or distribution of confidential information about other employees, the Company, its customers or suppliers

- The accessing, downloading or distribution of copyright information and/or software, in breach of copyright conditions
- The accessing of on-line gambling or other forms of unauthorized activities
- Sending or copying of chain letters, jokes, gossip or cartoons
- Use of the system for personal gain
- Use of the system in breach of any of the Company's employment policies
- Disclosure of your password to any other person other than those authorized for problem solving

Any employees using the email facilities inappropriately as described will be subject to corrective action, up to and including termination from employment.

Care should be taken in opening email attachments. Any person receiving attachments or downloading files received via email should ensure that they are sure of the contents and the sender before unzipping and/or executing any files. If there is any doubt or concerns regarding the contents, delete the mail item. If you do open inappropriate material or material which contravenes this policy, this should be reported immediately to your line manager, who will address the matter in conjunction with security.

If you do open inappropriate material or material which contravenes this policy, this should be reported immediately to your line manager, who will address the matter in conjunction with Security.

Inappropriate use of the system is an ever-present threat to the viability of the Company's networks and relationships with customers. Participation in these activities is deemed an abuse of privilege and is subject to corrective action, up to and including termination from employment. It is a condition of use of the provided systems that the user actively prevents and reports any occurrence of this type of abuse.

Email should reflect the same standards you would expect to find in business correspondence between major international organizations. Many of our systems format mail in such a way that it is presented as a formal letter and could be interpreted as such by external relations (i.e., a legal commitment). You should be aware that claims for defamation, breach of confidentiality or breach of contract could arise from misuse of the systems.

You are also reminded that messages may be disclosed in any legal action commenced against the Company. It is therefore vital that email messages are treated like any other form of communication and that, where necessary, hard copies are kept.

Should you receive an email which has been wrongly delivered to your email address, you should notify the sender of the message by re-directing the message to that person.

Further, in the event that the message contains confidential information, you must not disclose or use that information. Should you receive an email which contravenes this policy, please bring the matter to the attention of your manager.

All PCs being used to receive or send email must have virus protection software installed, running and kept up to date. All external access must be protected by a stand-alone firewall.

The Company reserves the right to retrieve the contents of messages for the purpose of monitoring whether the use of the computer system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigation of wrongful acts, or to comply with any legal obligation.

You should not use any Company system for the purpose of "spamming", i.e., large-scale distribution of unsolicited email to other users.

Internet Systems

The Internet provides a mine of readily accessible information, which supports many business areas and aids in decision-making processes. Like email, this facility is a cost effective method of accessing information and provides another competitive advantage on a commercial level.

Access to the Internet is for Company business purposes only. It should be used sensibly and it must be remembered that during working hours, a user's time is a

Company resource, as are the other facilities provided to support that access.

Internet access and downloaded content is monitored and where necessary intercepted.

No confidential or sensitive information should be received or transmitted via the Internet unless it is encrypted to at least DES (data encryption standard) levels. It is preferable that proprietary products are used to perform the encryption/decryption processes.

Internet access may be restricted or removed as deemed appropriate. There is no support for Internet access other than for those applications provided by A&D Express and as far as providing basic connectivity.

All PCs with Internet access must have anti-virus software installed, running and kept up to date. It is preferable that all access is routed through a stand-alone firewall.

Inappropriate use can cause problems, ranging from minor distractions to legal liability claims against individuals and the Company. The user should be aware that all Internet activity is monitored. Set out below are examples of inappropriate use of the facilities, which are by no means exhaustive:-

- The accessing, downloading or distribution of any message, picture or graphics that might constitute bullying, harassment or discrimination (e.g., discrimination or harassment based on race, religion, color, national origin, citizenship, marital status, sex, age, disability, sexual orientation, veteran status, or any other basis prohibited by applicable law)
- The accessing, downloading, or distribution of any form of pornography, obscene or other offensive material

- The unauthorized accessing, downloading or distribution of confidential information about other employees, the Company, its customers or suppliers
- The accessing, downloading or distribution of copyright information and/or software, in breach of copyright conditions
- The accessing of on-line gambling or other forms of unauthorized activities
- Sending or copying of chain letters, jokes, gossip or cartoons
- Use of the Internet for personal gain
- Use of the Internet in breach of any of the Company's employment policies
- Disclosure of your password to any other person other than those authorized for problem solving

Any employees using the Internet facilities inappropriately as described above will be subject to corrective action, up to and including termination from employment.

Received information should not be "unzipped" or executed unless the source is trusted, i.e., known and having implemented security at least to our own standards. Under no circumstances should unsolicited data or "cookies" be executed - so-called "cookies" are invariably harmless and are usually aimed at retrieving information about you. They should not contain executables.

Care should be taken in opening email attachments received via the Internet. Any person receiving attachments or downloading files received via email should ensure that they are sure of the content and the sender before unzipping and/or executing any files.

If there is any doubt or concerns regarding the contents, delete the mail item.

If you do open inappropriate material or material which contravenes this policy, this should be reported immediately to your line manager, who will address the matter in conjunction with security.

Access to the Internet has many advantages which, when used properly, can save time and money, however, correct use is each employee's responsibility and regular awareness checks need to be maintained.

Our firewall implementation automatically excludes undesirable websites, but these often change location or address and new ones are being created with increasing frequency. It is the user's responsibility to exercise care when searching the web to avoid offense to themselves or others; through care and monitoring we are able to keep our defenses up to date.

Most Internet service providers respond positively to complaints and A&D Express will react to resolve any complaint received, the cause of which originates from within our organization. Similarly, we will request support from those service providers should we be the victim of any type of attack.

Security

All users must adhere to the A&D Information Security Policy.

The Company reserves the right to monitor and view the contents of messages in line with local legislation.

Users must maintain the integrity of their email account and its contents by adhering to the A&D user ID and password policy. For example, users must not share their user IDs, disclose their passwords to other individuals, use names or words from dictionaries as passwords, etc.

Incorrectly received email must be forwarded on to the correct recipient if known and then deleted.

The recipient must not use or disclose any information received through a wrongly addressed email.

The use of external email systems such as Hotmail, Yahoo or Google for business purposes is strictly forbidden.

The automatic forwarding of email to external mail systems is strictly forbidden without the appropriate security deviation approval.

Solicitation/Distribution of Literature

In the interest of safety and maintaining a proper business environment, A&D prohibits employees from solicitations of all kinds during an employee's work time, including, but not limited to, soliciting membership in any organization, soliciting contributions or donations, selling merchandise, and solicitations related to lotteries, raffles or personal business.

A&D also prohibits employees from distributing literature of any kind at any time in working areas, or in non-working areas during their working time.

Non-employees are prohibited from soliciting or distributing literature to any employee at any time on any A&D premises or property.

This Solicitation/Distribution of Literature policy applies to all A&D locations unless otherwise prohibited by law.

Business Wear & Appearance Guidelines

A&D is in the business of delighting our customers, both internal and external, in a professional manner. An important aspect of professionalism is the appearance of our employees. Therefore, all employees are expected to dress in a business-like manner and present themselves in a fashion complimentary to the Company.

For apparel, please refer to the most current AT&T Team Colors catalog and follow A&D's approved attire.

For personal business cards, please refer to A&D's approved template as provided by the Support Team.

Employee Team Color and Presentation allocation funds shall be communicated by management to the team at least once a year. The communication shall include funds available for each employee/location and the approved attire and personal business cards. However, upon separation of employment for any reason, A&D reserves the right to withhold any funds used from the most recent allocation, from that employees commissions.

Currently, New Hires will receive a fifty dollar (\$50) initial allocation, which will consist of two (2) Team Color shirts and a Name Tag. Existing employees with 3 months tenure will receive a ten dollar (\$10) tax free allocation per month at the end of each full month of employment, which will be paid with that months commissions activity. This will allow for employees to purchase their own A&D approved attire/name badge from the AT&T Team Colors catalog and order customized business cards. If an employee is terminated within three (3) months of hire, a fifty dollar (\$50) deduction from commissions may be made to compensate for the initial allocation.

In the instances where unsuitable clothing is worn or an employee who is required to wear a uniform/name tag either does not wear or fails to properly maintain the uniform, management reserves the right to not permit the employee to work and/or send the employee home from work, with or without pay, to change clothing.

You are also expected to observe good habits of grooming and personal hygiene at all times, and to avoid any personal practices or preferences that may prove offensive to others.

Good business grooming is a matter of "common sense". To be well-dressed for business doesn't have to mean expensive, but tasteful and "professional." First impressions count when you meet someone, and you are representing the Company. A good "rule of thumb" is if you don't have to change out of your work clothes when you get home, you were dressed too casually.

EMPLOYEE DEVELOPMENT

THIS SECTION OF THE HANDBOOK ADDRESSES ISSUES RELATED TO PERFORMANCE REVIEWS AND CAREER OPPORTUNITIES.

Performance Reviews & Performance Standards

A&D employees generally receive a performance review each quarter. These reviews allow for one-on-one dialogue between employees and their immediate supervisor to discuss performance issues. These reviews also seek to ensure that employees are aware of the responsibilities and standards of performance of their position; evaluate employees' progress as measured against established goals and objectives; advise employees of their progress and identify areas which may require improvement, needs for counseling and/or additional training as well as career development. While this formal process is generally conducted once a quarter with a less formal process each month, we encourage all employees to discuss on-going performance issues with their supervisors throughout the year. Based upon your overall performance rating and your current position within your salary range, an annual merit increase may be warranted, consistent with business conditions.

Current required standard attainments on either an Individual, Location, and/or District level are set to:

- **100% attainment by the last day of the month for Metric Priorities/Milestones Sales**
- **100% attainment by the 15th of the month for LSO, DSA, and MIT Trainings Compliance**

Failure to meet or exceed the Company standards set forth above for the A&D Priority/Milestone initiatives and/or AT&T Compliance Audit requirements after the initial 60 day Ramp Up period may lead to a compensation or wage decrease, a demotion, a transfer, and/or termination of employment.

Job Postings

A&D supports the efforts of employees to grow with the Company. Managers are encouraged to recognize all employee efforts toward career advancement. Vacant positions may be posted either locally or in various facilities on the Company bulletin board, as appropriate, at the discretion of the General Manager. At the discretion of management and the General Manager, however, it may be determined that in the best interest of A&D some job vacancies will be filled from outside A&D.

Personnel Records

The Company maintains a personnel file on each employee. This file contains information about your employment, such as your Employment Application, legally required documents (e.g., W-4 forms), employment status change forms, and documentation on performance or corrective actions.

All of the information in each personnel file will be kept confidential in accordance with applicable law and will be disclosed only to those with a legitimate business need-to-know. Included for example would be managerial staff who are considering you for a promotion, transfer, etc. In addition, personnel information may be released when requested by valid court orders and government inquiries directing the Company to provide information on a specific employee.

At your request, at reasonable times and reasonable intervals, and in the presence of a member of the management staff, you may review documents contained in your personnel file, as provided by applicable law.

Employees are responsible for notifying their manager of any change in address.

Managers are responsible to submit a Status Change notifying the appropriate departments.

NY Paid Sick Leave

Eligibility

All employees in New York State are covered, including part-time employees.

Accruals

Employees are immediately eligible to accrue leave.

Leave is accrued at a rate of one hour for every thirty hours worked. Up to 40 hours of paid sick leave can be accrued per calendar year. Sick leave that is unused by an employee over the course of the year is carried over to the next calendar year. However, the maximum number of hours that the employee is entitled to use is 40 hours within any calendar year.

Earned hours cannot be transferred to other employees.

Permitted Uses

Employees may use accrued leave following a verbal or written request to the District Manager for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Leave Increments

Leave must be used in minimum increments of 1 hour.

Rate of Pay

Employees are paid their normal rate of pay for any paid leave time under this law. No allowances or credits may be claimed for paid leave hours.

Termination

Employees are not paid for unused sick leave at the end of their employment relationship with A&D Wireless. A&D Wireless may take disciplinary action, up to and including termination, against an employee who uses leave for purposes other than those provided for under the law, or who lies to their employer in connection with taking such leave.

NY Covid-19 Paid Sick Leave

Paid and unpaid sick leave will be authorized for employees subject to a mandatory or precautionary order of quarantine or isolation due to COVID-19.

Employees will receive 5 days of paid sick leave, up to \$2,884.62 per week, and guaranteed job protection for the duration of the quarantine order.

An employee who returns to work following a period of mandatory quarantine or isolation does not need to be tested before returning to work. However, an employee who subsequently receives a positive diagnostic test result for COVID-19 must not report to work. The employee shall be deemed to be subject to a mandatory order of isolation from the Department of Health and shall be entitled to sick leave, whether or not the employee already has received sick leave for the first period of quarantine or isolation. However, the employee must submit documentation from a licensed medical provider or testing facility attesting that the employee has tested positive for COVID-19.

An employee who is subject to an order of quarantine or isolation but continues to test positive for COVID-19 after the end of such quarantine or isolation period must not report to work. The employee shall be deemed to be subject to a second mandatory order of isolation from the Department of Health and shall be entitled to sick leave for the second period of isolation. However, the employee must submit documentation from a licensed medical provider or testing facility attesting that the employee has received a positive diagnostic test for COVID-19 after completing the initial period of isolation.

Andrew M. Cuomo, Governor Roberta Reardon, Commissioner

3. If an employer mandates that an employee who is not otherwise subject to a mandatory or precautionary order of quarantine or isolation to remain out of work due to exposure or potential exposure to COVID-19, regardless of whether such exposure or potential exposure was in the workplace, the employer shall continue to pay the employee at the employee's regular rate of pay until such time as the employer permits the employee to return to work or the employee becomes subject to a mandatory or precautionary order of quarantine or isolation, at which time the employee shall receive sick leave as required by New York's COVID-19 sick leave law, in accordance with this guidance, for the period of time the employee is subject to such mandatory or precautionary order of quarantine or isolation.

4. In no event shall an employee qualify for sick leave under New York's COVID-19 sick leave law for more than three orders of quarantine or isolation. The second and third orders must be based on a positive COVID-19 test in accordance with paragraphs 1 and 2.

SUMMARY

This document provides updated guidance on releasing individuals from **quarantine** as a result of an exposure to COVID-19, including general community members, health care personnel, and travelers. The information contained herein supersedes any previous guidance issued related to the length of quarantine.

This guidance aligns the requirements for release from quarantine with the December 2, 2020 Centers for Disease Control and Prevention (CDC) guidance.

QUARANTINE REQUIREMENTS FOR EXPOSURE TO COVID-19

Consistent with recent CDC guidance, quarantine for individuals exposed to COVID-19 can end after ten days without a testing requirement if no symptoms have been reported during the quarantine period.

- o Individuals must continue daily symptom monitoring through Day 14;
- o Individuals must be counseled to continue strict adherence to all recommended non-pharmaceutical interventions, including hand hygiene and the use of face coverings, through Day 14.
- o Individuals must be advised that if any symptoms develop, they should immediately self-isolate and contact the local public health authority or their healthcare provider to report this change in clinical status and determine if they should seek testing.

New York workers are guaranteed job protection and financial compensation while they are on a **mandatory or precautionary quarantine order** due to COVID-19.

At least 5 days of paid sick leave and guaranteed job protection for the duration of the quarantine order.

- Compensation for the remainder of their quarantine through your existing PFL and DB policy up to \$2,884.62 per week.

Paid Family Leave (PFL) and Disability Benefits (DB) policy up

OPTIONAL EMPLOYEE BENEFITS

Health Insurance

A&D Wireless makes group health benefits available to eligible employees and their family members. Eligible employees are full time employees who have worked for 60 days. Part time employees are not eligible for health benefits. Open enrollment is only available each March unless employee has a life changing event (marriage, child birth, etc.).

Health benefits are paid in part by A&D Wireless. The remainder of the costs is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from the ADP Employee Advocacy Center by calling 1-855-322-1237 (1-855-EAC-1ADP) or emailing employeecenter@adp.com.

Retirement Plan

A&D Wireless participates in a 401(k) plan so that employees may save a portion of their earnings for retirement. Eligible employees are full time or part time employees that are 21 years of age or older that have worked for 60 days. Employees may elect to make regular contributions to the 401(k) plan up to the maximum amount allowed by federal law.

Contact ADP Retirement Services at 1-800-695-7526 for detailed information regarding eligibility. A&D Wireless reserves the right to modify or terminate any or all of its retirement benefits or to change benefit providers at any time with notice.

Agent Retail (IMO) Program

The purpose of the IMO Program is to provide wireless AT&T service at low or no cost to employees of AT&T Authorized Retailers, National Retailers, and Apple Retail stores as a vehicle for product and service training as well as customer demonstration.

Distribution of IMO price plans and the IMO Employee/Manager Discounted Equipment Program is controlled by the Local Market. Monitoring and auditing users is the responsibility of the Market and may involve the Indirect Sales Team, BOD, and Sales Operations.

Provisioning and maintenance of IMO price plans is completed via the IMO website and a Specialized Customer Care team.

A&D Accessory Discount Program

Accessories can be purchased at the maximum discount possible within the Company at any time. The discounted price available shall be contingent on the specific accessory(s) being purchased and the total costs associated to the product(s). Cost, shipping, availability, and Commissions will and must be factored into the purchase price.

Provisioning for any self-purchases must be completed by your Supervisor or the Support Team.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of the A&D Employee Handbook (the "Handbook"). I have read, understand, and will adhere to the terms of the Handbook. I further acknowledge the employment relationship between me and A&D is solely set forth in the section of the Handbook entitled "All Persons Employed By A&D". Therefore, I will keep the Handbook confidential and not make it available or discuss its contents with any person not directly connected with A&D, and will return the Handbook when my employment is terminated for any reason.

This Handbook supersedes all previous issues of the A&D Policy & Procedures Guide.

Effective date of this Handbook March 1, 2018.

A copy of this Acknowledgement of Receipt will be placed in your personnel file.

Employee Signature

Date

Printed Legal Name of Employee

Check here if you received the Handbook effective April 6, 2021

Check here if you received a paper copy of the Handbook effective April 6, 2021