

Strom Engineering Corporation

Employee Handbook*

THIS HANDBOOK MAY BE UPDATED FROM TIME TO TIME. THE MOST CURRENT VERSION OF THIS HANDBOOK, ALONG WITH OTHER STROM ENGINEERING POLICIES AND FEDERAL AND STATE-REQUIRED POSTERS, IS AVAILABLE AT

<http://www.stromengineering.com/employment/required-documents/>

** Nothing in this Handbook is or should be considered a contract, a promise or a legal document, and nothing herein shall limit the rights of Strom Engineering and its employees to terminate the employment relationship at any time, for any reason, with or without cause. The policies contained herein are general statements of policy and can change at any time, for any reason, without notice or warning, and can be applied by Strom Engineering at its discretion.*

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SECTION ONE - Handbook Introduction

1:1 Welcome to Our Company!

It's our pleasure to welcome you to Strom Engineering Corporation. We're a quickly-evolving and creative organization, dedicated to high standards of excellence and quality. We value each one of our employees, and we hope you find your work here rewarding and satisfying.

This section introduces you to Strom Engineering's history, purpose and goals. Please read it carefully so you can better understand who we are and what we do. We think we are a unique organization—made all the more so by the hard work and dedication of our employees.

1:2 Introduction to the Company

Strom Engineering's mission is to provide the highest qualified personnel to our customers on a project-by-project, temporary, or long-term basis in the rapid, professional, and ethical manner one would expect from an industry leader. It is this philosophy and commitment to excellence that has well-served Strom Engineering, its customers and its employees for nearly fifty years.

We ask that you share in this mission, aspire to provide paramount service to our customers, and continuously strive to improve our operation. Remember: Experience, dedication and integrity have no equal.

1:3 History of the Company

Strom Engineering was founded in 1961 by Donald Strom. Strom Engineering originally staffed engineers and drafters at companies in the Minneapolis area on a contract basis. Strom Engineering's reputation for supplying highly qualified personnel quickly spread and we grew. Soon Strom Engineering began branching out into highly specialized fields to serve a wider range of staffing needs and situations. John Radick joined the firm in 1983 and became the president in 1995. His background and interest in not only engineering but consulting within the labor sector broadened Strom Engineering's scope and capabilities.

Over the years, the people at Strom Engineering have gained valuable insight and knowledge of the labor market. Today, Strom Engineering and its affiliated companies provide a wide array of services, from labor consulting to staffing to strike management. For nearly fifty years, Strom Engineering has helped maximize production and efficiency by preparing companies for the ups and downs of the labor market and developing proactive strategies for labor optimization.

Since its founding, Strom Engineering has continually supplied quality contract engineering, technical, industrial, placement, personnel, consulting and manufacturing support services to many types of businesses including: capital equipment industry, foundry, food and beverage, transportation, construction and industrial supply as well as the hi-tech fields of computers, electronics, semi-conductors, telecommunications and special production machinery.

1:4 The Purpose of This Handbook

We think that employees are happier and more valuable if they know what they can expect from us and what we expect from them. In the preceding sections, we introduced you to our Company's history, values, culture and goals. We expect you to incorporate that information into your day-to-day job performance--striving to incorporate our Company's values in everything you do.

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

In this Company, as in the rest of the world, circumstances are constantly changing. As a result, we may have to revise, rescind or supplement these policies from time to time. If any provision delineated in this Handbook does not comport with an applicable federal, state or local law, ordinance, etc. this Handbook shall be considered modified to the extent required to so conform.

Nothing in this Handbook is or should be considered a contract, a promise or a legal document. The policies can change at any time, for any reason, without notice or warning.

We are always looking for ways to improve communications with our employees. If you have suggestions for ways to improve this Handbook in particular or employee relations in general, please feel free to bring them to your supervisor.

1:5 Be Sure to Check Out Our Bulletin Board

You can find important information about this Company and your employment posted on the bulletin board located at 10505 Wayzata Boulevard, Minnetonka, Minnesota 55305. This is also the place where we post important information regarding your legal rights, including information about equal employment opportunity laws and wage and hour laws. We expect all employees to periodically read the information on the bulletin board. For employees without convenient access to the bulletin board, the Company will endeavor to make the information available to you by other means, including at local work locations and at our website.

Because this bulletin board is our way of communicating with employees, we do not allow anyone but managers and Company officials to post information there.

1:6 Application to Employees Performing Services at Customer Locations

As a temporary employment service provider, many of Strom Engineering employees perform their jobs at customer locations throughout the United States. Regardless of the physical location of employment, however, the policies and procedures in this Handbook apply equally to all Strom Engineering's employees. Employees working at customer locations may also be subject to certain policies and procedures promulgated by the customer—particularly those related to expected employee conduct on the customer's premises. When applicable, these customer policy and procedure expectations will be explained to you, and you will be expected to adhere to them. If you ever encounter a conflict between the Company's and its customers' policies or procedures, please contact a supervisor for compliance instructions.

SECTION TWO - The Employment Relationship

2:1 Employment Is At Will

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

No employee or Company representative, other than the Company's President, has the authority to change the at-will employment relationship or to contract with any employee for different terms of employment. The President may change the at-will employment relationship only in a written contract, signed by the President and the employee. ***Nothing in this Handbook constitutes a contract or promise of continued employment. Nothing in this Handbook alters the at will employment relationship or should be considered a contract, a promise or a legal document. The policies can change at any time, for any reason, without notice or warning.***

SECTION THREE – Hiring and Employment

3:1 Commitment to Equal Employment Opportunity and Affirmative Action

Strom Engineering believes that all people are entitled to equal employment opportunity. We, therefore, comply with all applicable laws prohibiting discrimination in hiring and employment. It is Strom Engineering policy to provide equal employment opportunity for all employees and applicants on the basis of qualification and merit; therefore, we will not discriminate on the basis of race, color, creed, religion, national origin, age, disability, sex, sexual orientation, marital

status, veteran status, public assistance status, membership or activity in a local commission, or any other legally protected status in accordance with applicable local, state, and federal laws.

Strom Engineering will undertake a program of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

To the extent reasonably practical, we will accommodate individuals with disabilities, or with other legitimate needs for such remedial intervention, in the application, hiring, and employment process. Reasonable accommodation is available to all employees and applicants, except when the disability or other legitimate need is a bona fide occupational disqualification or when the accommodation would create an undue hardship for the Company or its customer.

3:2 Recruitment

We know that we are only as good as our employees, so we search as thoroughly as possible for talented and motivated individuals to fill vacant positions in our Company. Our recruitment methods include advertising, resume banks, referrals and various other methods. Regardless of method used, recruiting activities are conducted in a fair and nondiscriminatory manner.

Although these methods have served us well in the past, we know that the marketplace is ever changing and that recruiting highly quality people is an evolving process. We encourage our employees to share with us their ideas as to what more we can do to find and recruit talented and motivated individuals.

We also encourage employees to recruit and refer external applicants for open positions.

3:3 Employment of Individuals with Personal Relationship with Strom Employees

Usually, this Company will not refuse to hire someone simply because he or she is related to or is otherwise involved in a personal relationship with one of our current employees (collectively referred to as “Associates”). If you have an Associate whom you think would be perfect to fill an open position in our Company, please don’t hesitate to refer that person to us.

There are times, however, when employing Associates is inappropriate and has the potential to affect the morale of other employees and to create conflicts of interest for the Associates involved. For more on this topic, see Section 13 – Personal Relationships.

Therefore, we may decline to hire Associates of current employees where one Associate would have to supervise the other. We may also determine other situations in which Associates should not be co-workers.

If two employees become Associates while working for this Company, we may decide to transfer one of the employees to another position or ask one of the employees to leave the Company. The decision will be based upon what we determine to be in the best interest of the Company.

The term “Associates” encompasses such relationship as spouses, live-in partners, parents, children, siblings, in-laws, cousins, aunts and uncles, grandparents and grandchildren. This policy covers biological relationships, marriage relationships, step relationships, sexual or intimate relationships and any other relationship that we determine could pose a conflict in the workplace.

SECTION FOUR - New Employee Information

4:1 New Employee Orientation

Within several days of starting work, you should be scheduled for a new employee orientation meeting. Strom Engineering will determine the form, content and duration of the meeting. During this meeting, you should receive important information about our policies and procedures. You will also be asked to complete paperwork and forms relating to your employment, such as state and/or federal income tax withholding forms, emergency contact forms and project assignment paperwork. Each employee will also be asked to provide any pertinent information regarding outstanding court-ordered support payments.

Please feel free to ask any questions you might have about the Company during the orientation meeting. It is extremely important that all employees are familiar with the policies and procedures of the Company. If additional questions come up after the meeting, you can ask your supervisor.

4:2 Proof of Work Eligibility

Within three business days of your first day of work, you must complete Federal Form I-9 and show us documentation proving your identity and your eligibility to work in the United States. This is a requirement of the federal government.

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

Your supervisor or other representative will give you an I-9 Form and tell you what documentation you must present to us.

If you do not receive Form I-9, contact your supervisor immediately.

4:3 Child Support Reporting Requirements

Federal and state laws require us to report basic information about new employees, including your name, address and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations.

SECTION FIVE - Employee Classifications

5:1 Temporary, Variable Hour Employees

Due to the nature of our business, we hire most of our employees to perform a job or to work on a project that has a variable hour schedule, limited duration and is performed on our customers' premises (hereinafter called "Temporary Employees"). The length of the job or project, though limited, can occasionally entail an extended commitment—possibly extending over several years. The projected length of the job or project does not, however, necessarily correspond to the employee's length of employment. The "at-will" relationship described in Section 2:1 is always in effect so your employment may end prior to the project's termination. Individuals whom we hire for such work are Temporary Employees. **TEMPORARY EMPLOYEES WORK AT THE DISCRETION OF OUR CUSTOMERS. A CUSTOMER CAN END YOUR ASSIGNMENT AT ANY TIME FOR ANY LEGAL REASON.**

UNLESS OTHERWISE AGREED TO SEPARATELY IN WRITING, TEMPORARY EMPLOYEES ARE NOT ELIGIBLE TO PARTICIPATE IN ANY OF OUR COMPANY'S BENEFIT PROGRAMS NOR CAN THEY EARN OR ACCRUE ANY PAID LEAVE, SUCH AS VACATION OR HOLIDAY PAY.

Of course, we will provide to Temporary Employees any and all benefits mandated by law.

Temporary Employees cannot change from temporary status to any other employment status by such informal means as remaining in our employ for a long period of time or through oral promises made to them by coworkers, members of management or supervisors. The only way a

Temporary Employee's status can change is through a written notification signed by the Company's President.

Like all employees who work for this Company, Temporary Employees work on an at-will basis. This means that both they and this Company are free to terminate their employment at any time for any reason that is not illegal—even if they have not completed the temporary project for which they have been hired.

5:2 Part-Time and Full-Time Employees

Any employee not hired to work temporary assignments with one of our customers is a part-time or full-time employee, sometimes collectively referred to as an "in-house employee". The determination as to whether you are a part-time or a full-time employee depends on the number of hours per week you are regularly scheduled to work. It is necessary that you understand which of these classifications you fit into, because it will be important in determining whether you are entitled to benefits and leave. (See Section 8 of this Handbook for information about who is entitled to benefits and leave.)

Part-time employees: Employees who are regularly scheduled to work fewer than 40 hours per week are part-time employees.

Full-time employees: Employees who are regularly scheduled to work at least 40 hours per week are full-time employees.

5:3 Exempt and Non-Exempt Employees

Your entitlement to earn overtime pay depends on whether you are classified as an exempt or a non-exempt employee.

Exempt employees are those who do not earn overtime because they are exempt from the overtime provisions of the federal Fair Labor Standards Act and applicable state laws.

Non-exempt employees are those who meet the criteria for being covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state laws.

If you are uncertain about which category you fall into, speak to our Payroll Supervisor.

SECTION SIX - Hours

6:1 Hours of Work

Our standard work day is from 8:00 a.m. to 5:00 p.m., but each employee's hours may vary. Your supervisor will let you know your work schedule, including the time when you will be expected to start and finish work each day, these hours can change abruptly from day-to-day.

If you wish to change your regularly scheduled shift, talk to your supervisor. Although we will consider all requests for shift changes, we cannot guarantee that any particular request will be granted. Any such decisions will be made solely at the Company's discretion.

You may exchange shifts with another employee (that is, switch shifts on a one-time basis) only with the prior approval of your supervisor.

6:2 Flexible Scheduling

We understand that many employees have to balance the demands of their job with the needs of their families and other outside commitments. Therefore, if an employee's particular situation allows, we may offer an employee the opportunity to work a flexible schedule.

If you would like to change your work schedule—for example, to come in and leave a couple of hours earlier or to work more hours on some days and fewer on others—please talk to your supervisor. We will try to accommodate your request to the extent practical. The schedules of Temporary Employees will need to be accommodated by the customer for whom they work. Because not all jobs are suitable to flexible scheduling, and because we and our customers must ensure that our staffing needs are met, requests for flexible schedules cannot be guarantee.

Regardless of your circumstances, the final decision regarding flexible scheduling shall be solely at the discretion of the Company.

6:3 Meal and Rest Breaks

The timing, number, and length of meal and rest breaks depend on the job assignment of each employee. Your supervisor will inform you of your assigned breaks. These breaks are generally unpaid. However, employees who are required to work or remain at their stations during the meal break may be paid for that time.

6:4 Overtime

We expect employees to work the amount of overtime required by their job assignment—this is a job requirement. Working overtime hours requires prior authorization from your supervisor.

We will try to give employees advance notice when overtime work is necessary; however, it will not always be possible to notify workers in advance.

Exempt employees will not be paid for working beyond their regular scheduled hours. Non-exempt employees are entitled to payment for overtime, according to the rules set forth below: [For information on which employees are exempt and which are non-exempt, see Section 5:3 of this Handbook.]

- Working overtime without permission violates Company policy and may result in disciplinary action.
- For purposes of calculating how many hours an employee has worked in a day or week, our workday begins at 12:01 a.m. and ends at midnight, and our workweek begins at 12:01 a.m. on Monday and ends at midnight on the following Sunday; provided, however, that if an employee's shift spans the workweek cutoff, all hours for that shift shall be included within the workweek in which the shift began.
- Only time actually spent working counts as hours worked. Vacation time, sick days, holidays or any other paid time during which an employee did not actually work will not count as hours worked when determining overtime.
- Non-exempt employees will be paid 1½ times their regularly hourly rate of pay for every overtime hour worked.

We generally does not pay employees a premium for working on holidays. Employees will only be paid a holiday premium if specifically informed in writing signed by the Company's President.

SECTION SEVEN - Pay Policies

7:1 Payday

Employees are paid on Friday. If payday falls on a holiday, you will generally receive your paycheck on the last workday immediately before payday.

Employees must sign and/or submit their time cards or time sheets to the designated individual at least four days before payday.

7:2 Advance Policy

Our Company generally does not allow employees to receive pay advances. We may, however, grant advance pay under extraordinary circumstances. The decision to grant advances remains at the sole discretion of the Company.

Advances will generally be paid back, through payroll deductions, at the next payday.

An employee who will be on vacation or other paid leave on a payday may request an early paycheck. Please submit these requests to our Payroll Supervisor. Although we cannot guarantee that every request will be granted, we will do our best to accommodate your request.

7:3 Payroll Deductions

Your paycheck reflects your total earnings for the pay period, as well as any mandatory or voluntary deductions from your paycheck. Mandatory deductions are deductions that we are legally required to take. Such deductions include federal income tax, Social Security/Medicare tax (FICA), levies and garnishments (see Section 7:4), and any applicable state and/or local taxes. Voluntary deductions are non-mandatory deductions that you have authorized.

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

7:4 Wage Levies and Garnishments

A wage levy or garnishment is an order from a court or a government agency directing us to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be levied or garnished to pay such things as child support, spousal maintenance or alimony, tax debts, outstanding student loans or money owed as a result of a judgment in a civil lawsuit.

If we are instructed by a court or government agency to levy or garnish an employee's wages, the employee will be notified. Please note that we are legally required to comply with these orders. If you dispute or have concerns about the amount of a levy or garnishment, you must contact the court or agency that issued the order.

7:5 Expense Reimbursement

[This section applies does not apply to Temporary Employees who will be reimbursed for expenses in accordance with their Project Assignment Agreement.]

From time to time, employees may incur expenses on behalf of Strom Engineering. We will reimburse you for the actual work-related expenses you incur, as long as those expenses are reasonable and authorized prior to incurrence. You must follow these procedures to get reimbursed:

- Get permission from your supervisor before incurring an expense.
- Spend the Company's money wisely—make an effort to save money and use approved vendors if possible.
- Keep a receipt or some other proof of payment for every expense.
- Submit your receipts, along with an expense report, to your supervisor for approval within 14 days of incurring an expense. We may elect to not reimburse any expense not reported within 14 days after the expense is incurred.

Your supervisor is responsible for submitting your expense report to the accounts payable department. Remember that you are spending the Company's money when you pay for business-related expenses. We expect you to save money wherever possible. Your supervisor can assist you in deciding whether an expense is appropriate.

Procedures for Travel Expenses

If employees are required to travel for work, we will reimburse you for your travel expenses if you comply with the Company Travel Policy, including:

- The cost of travel to and from the airport or train station, including parking expenses and tolls
- The cost of airline or train tickets—such tickets must be economy/coach class if possible
- The cost of an economy class rental car, if necessary
- A mileage reimbursement, for those employees who prefer to use their own cars for Company travel
- The cost of lodging -- employees should select moderately priced lodging if possible, and
- The cost of meals and other incidental expenses. Because the Company does not reimburse employees for the cost of alcoholic beverages (in fact, consumption of alcohol on Company business is forbidden under Section 17:1), receipts for all meals must include an itemized description of the food and drink contained therein.

You must request advance approval of all travel expenses from your supervisor and follow the procedures above and in the Company Travel Policy to have your expenses reimbursed.

Alternatively, the Company may elect to provide its traveling personnel with a per diem payment to cover the cost of lodging, meals and incidentals. If this situation applies to you, you will not be required to turn in receipts for your travel expenses, but your reimbursement will be limited to the amount of your daily allowance.

Leased and Rental Vehicle

Leased and rental vehicles shall be considered “Company vehicles” for the purposes of this Handbook. All such use must comply with the Company Travel Policy.

If it becomes necessary for an employee to operate a leased or rental vehicle, we expect the employee keep the vehicle in the best condition possible. Please keep it clean, and please remove any trash or personal items when you are finished using the vehicles. Immediately report any accidents, mechanical problems or other problems to your supervisor and the rental/leasing company.

Only authorized employees may rent and/or operate vehicles for Company business. Any employee operating a vehicle on Company business must be willing to undergo and pass a motor vehicle background check. If you are unwilling to allow such an inquiry, please inform your supervisor prior to operating the car.

If you lease or rent a vehicle and expect Company reimbursement or if you are operating a vehicle rented by the Company, that vehicle may only be use for Company business.

You may not use Company vehicles while under the influence of drugs or alcohol or while otherwise impaired.

You must have a valid driver's license to use Company vehicles, and we expect that you will drive in a safe and courteous manner. If you receive any tickets for parking violations or moving violations, you are responsible for taking care of them.

Violating this policy in any way may result in disciplinary action, up to and including termination.

Mileage Reimbursement

Employees who use their own vehicle for Company business will be reimbursed at the prevailing standard mileage rate as announced by the IRS. Employees are not entitled to separate reimbursement for gas, maintenance, insurance or other vehicle-related expenses—the reimbursement rate, above, is intended to encompass all of these expenses.

Before using a personal vehicle for work-related purposes, employees must demonstrate that they have a valid driver’s license and adequate insurance coverage.

The Company does not reimburse employees for their commute to and from the workplace.

To claim mileage reimbursement, you must follow these procedures:

- Keep a written record of your business-related travel, including the total mileage of each business trip, the date of travel, the location to which you traveled and the purpose of your trip.
- If you anticipate having to travel an unusually long distance, get your supervisor’s approval before making the trip.
- Submit your record to your supervisor for approval within 14 days after the expense was incurred.
- Your supervisor is responsible for submitting your record to the accounts payable department. If your record is approved, you will receive your reimbursement payment after the next accounts payable check run.

SECTION EIGHT - Employee Benefits

8:1 Employee Benefit Plans

As part of our commitment to our employees and their well-being, Strom Engineering may elect to provide qualified employees with a variety of benefit plans.

Although we introduce you to those plans that are currently offered in this section, we cannot provide the details of each plan here. If you qualify, you should receive official plan documents for each of the benefit plans that we offer. Those documents (along with any updates that we give

to you) should be your primary resource for information about your benefit plans. If there is any conflict between those documents and the information in this Handbook, the official plan documents control.

The benefits we provide are meant to help employees maintain a high quality of life—both professionally and personally. We sincerely hope that our employees will take full advantage of the benefits available to them. If you don't understand information in the plan documents or if you have any questions about the benefits we offer, please talk to your supervisor or our Human Resources Coordinator.

8:2 Workers' Compensation Insurance

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

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

To find out more about workers' compensation coverage, contact our Workers' Compensation Coordinator.

8:3 Unemployment Insurance

If your employment with our Company ends, you may be eligible for unemployment benefits. These benefits provide you with a percentage of your wages while you are unemployed and looking for work. **Be advised:** If your assignment with one of our customers comes to an end, you must notify us within five (5) business days of your desire and availability for consideration for another assignment. If you do not so notify us, we will assume you are no longer seeking assignment and will inform the appropriate state unemployment agency that you have voluntarily ceased employment with us. To find out more, contact your supervisor.

8:4 Paid Time-Off (Vacation, Holiday, etc.)

Strom Engineering also provides paid time-off in the form of vacation and holiday pay to qualified employees. For more information about these benefits, consult Section 10 of this Handbook.

SECTION NINE - Use of Company Property

9:1 Company Property

We have invested a great deal of money in the property and equipment that you use to perform your job. It is a senseless and avoidable drain on this Company's bottom line when people abuse Company property, misuse it or wear it out prematurely by using it for personal business.

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

Please use property only in the manner intended and as instructed.

We do not allow personal use of Company property unless specifically authorized in this Handbook.

Failure to use Company property appropriately, and failure to report problems or unsafe conditions, may result in disciplinary action, up to and including termination.

9:2 Company Vehicles

If you have been assigned a Company vehicle ("Company vehicle" shall include both Company-owned and Company-leased/rented vehicles), it is your responsibility to keep the vehicle in good condition and repair. At a minimum, this means keeping the vehicle clean, and, if applicable, bringing it in for scheduled maintenance and checking and changing the oil on schedule. Periodically, we may inform you of other ways in which you must care for the vehicle. We will, of course, reimburse you for any ordinary expenses associated with maintaining the vehicle.

You may not use Company vehicles while under the influence of drugs or alcohol or while otherwise impaired.

You must have a valid driver's license to drive a Company vehicle, and we expect that you will drive in a safe and courteous manner. **Immediately report any significant vehicle damage (by accident or otherwise) or any vehicle-related bodily injury to our General Counsel.** Any employee who operates any type of vehicle for Company business shall be subject to a background check of driving record and other pertinent information.

The vehicle is assigned for the use of the employee only. Please do not allow unauthorized persons to operate the car.

If you receive any tickets for parking violations or moving violations, you are responsible for taking care of them.

9:3 Telephone System and Mobile Phones and Equipment

The Company's telephone system and mobile phones and equipment are for business use only. Employees are expected to keep personal use to a minimum. If you must make or receive a personal call, please keep your conversation brief. Extensive personal use of Company phones is grounds for discipline.

In an attempt to avert the risk of distraction-related accidents, the Company prohibits (except in emergency situations) the use of mobile phones and other wireless communication devices, including all voice and data transmissions (such as *text messaging* and *e-mail*), while the employee is operating a Company vehicle or conducting Company business in a personal vehicle. With the exception of emergency situations, the employee should find a safe location to stop the vehicle before using such equipment. All employees should be aware that in some locations, such as New York State, it is illegal to use a mobile phone while driving. Failure to comply with these restrictions may result in disciplinary actions, up to and including termination, and any liability resulting from the assumption of such risk shall belong to the employee.

Strom Engineering will not reimburse business calls made on mobile phones covered by an employee's personal mobile phone plan unless specifically authorized in writing. If you are required to make mobile phone calls for Company business and have not been assigned a mobile phone covered by the Company's mobile phone plan, please contact your supervisor.

See Section 14.2 – Telephone Monitoring Policy of this Handbook for information on privacy and telephones.

9:4 Return of Company Property

When your employment with this Company ends, we expect you to return Company property—and to return it clean and in good repair. This includes, but is not limited to, this Employee Handbook, all manuals and guides, documents, phones, computers, equipment, keys and tools.

In some circumstances, you may have been asked to complete an Asset Assignment Form to verify that a specific asset had been released to your custody and to verify the condition of the asset at the time of release. If you have signed an Asset Assignment Form, your transfer of responsibility for the asset back to the Company will not be complete until the Asset Assignment Form is countersigned by an authorized Company representative.

If you do not return a piece of property, we may withhold from your final paycheck the cost of replacing that piece of property. If you return a piece of property in disrepair, we may withhold from your final paycheck the cost of repair or replacement, whichever is less. We also reserve the right to take any other lawful action necessary to recover or protect our property.

SECTION TEN - Leave and Time Off

For purposes of Section 10, an “employment year” equals two thousand straight-time hours.

10:1 Vacation

Our Company recognizes that our employees need to take time off occasionally, to rest and relax, to enjoy a vacation or to attend to personal matters. That's why we offer a paid vacation program.

Unless otherwise decided at the Company's sole discretion, only full-time employees will be eligible to participate in the paid vacation program.

Eligible employees shall accrue vacation time according to the following schedule:

- Forty hours per year after completion of the first employment year,
- Eighty hours per year after completion of the second employment year,
- One hundred twenty hours per year after completion of the fifth employment year

No vacation pay shall accrue or be payable if your employment terminates for whatever reason prior to completion of your first employment year.

Employee vacation will be used on a first earned, first used basis. Employees may not carry accrue vacation time for more than two years after it is earned. All vacation hours earned prior to this cut-off point will be forfeited.

Employees will be paid for any accrued, unused and unforfeited vacation only when their employment terminates.

Employees must schedule their vacations in advance with their supervisor. We will try to grant all employees' vacation requests for the days off of their choice. However, we must have enough workers to meet our need—which means we might not be able to grant every vacation request, especially during holiday periods.

10:2 Holidays

Our Company observes the following U.S. holidays each year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. As a general rule, full-time employees qualify for paid holidays when they have been employed with the Company for at least sixty days.

Eligible non-exempt employees will be paid eight straight-time hours of each holiday. Unless notified to the contrary, employees must work their scheduled workday immediately preceding and immediately following a holiday in order to qualify for holiday pay.

If a holiday falls on a weekend, the Company will inform you when the holiday will be observed. Ordinarily, holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed the succeeding Monday.

Floating Holidays

Eligible non-exempt employees are also entitled to take two four-hour floating holidays each employment year. All eligible employees will be so informed at the start of their employment. As with holidays, employees do not become eligible for paid floating holidays until they have been employed with the Company for at least sixty days. These holidays may be used to observe a religious holiday, to celebrate your birthday or simply to take a day off for personal reasons. You must schedule your floating holidays with your supervisor in advance. You must use your floating holidays during the year, you may not carry them over to the next year.

10:3 Family and Medical Leave (FMLA)

Basic Leave Entitlement

The Company provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for your child after birth, or placement for adoption or foster care;
- to care for your spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes you unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The Company provides a special leave entitlement permitting eligible employees to take up to 26 weeks of leave

to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness (the definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the definition of “serious health condition” under the FMLA); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Benefits and Protections

During FMLA leave, the Company will maintain your health coverage, if any, under any “group health plan” on the same terms as if you had continued to work. Upon return from FMLA leave, you will be restored to your original or equivalent positions with equivalent pay, benefits, and other employment terms unless that position has been eliminated. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of your leave.

Eligibility Requirements

You are eligible for FMLA leave if you have worked for the Company for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the Company within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

You do not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must, however, make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

The Company requires use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the Company’s normal paid leave policies.

Employee Responsibilities

You must provide 30-days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30-days’ notice is not possible, you must provide notice as soon as practicable and generally must comply with our normal call-in procedures. You must provide sufficient information for us to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform us if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

If you request leave, we must inform you whether you are eligible under FMLA. If you are, the notice must specify any additional information required as well as your rights and

responsibilities. If you are not eligible, we must provide a reason for the ineligibility. We must also inform you if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If we determine that the leave is not FMLA-protected, we will notify you.

Unlawful Acts by Employers

It is unlawful for us to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

You may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against us for violating your rights under the FMLA. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

10:4 Bereavement Leave

If you suffer the death of an immediate family member, you are entitled to take up to ten days off work. This leave will be unpaid unless the Company President specifically authorizes otherwise. Immediate family members include spouse, children, parents and siblings. Employees must provide notice and verification of the reason for the leave.

The Company will consider, on a case-by-case basis, requests for bereavement leave for the death of someone who does not qualify as an immediate family member under this policy.

10:5 Military Leave

In accordance with state and federal law, employees who must be absent from work for military service are entitled to take a military leave of absence. This leave will generally be unpaid.

When an employee's military leave ends, that employee will be reinstated to the position he or she formerly held, or to a comparable position when one becomes available, as long as the employee meets the requirements of federal and state law.

Employees who are called to military service must tell their supervisors as soon as possible that they will need to take military leave. An employee whose military service has ended must return to work or inform the Company that he or she wants to be reinstated in accordance with these guidelines:

For a leave of 30 or fewer days, the employee must report back to work on the first regularly-scheduled workday after completing military service, allowing for travel time.

For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.

For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

10:6 Voting

Our Company encourages employees to exercise their right to vote. If your work schedule and the location of your polling place will make it difficult for you to get to the polls before they close, you are entitled to take as much time as necessary during the morning of the election off work. This time will be paid if required under state law and, at the Company's discretion may be limited to requirements of applicable state law.

Employees who will need to take time off work to vote must inform their supervisors at least 2 days in advance. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact Company operations.

Employees who take time off to vote must supply their supervisor with proof that they actually voted. Your supervisor can tell you what types of proof of voting are acceptable.

10:7 Jury Duty

If you are called for jury duty, you are entitled to take time off, as necessary, to fulfill your jury obligations. This leave will be unpaid unless otherwise required by state law. No employee will face discipline or retaliation for jury service.

You must immediately inform your supervisor when you receive your jury duty summons. If you are chosen to sit on a jury, you must inform your supervisor how long the trial is expected to last. You must also check in with your supervisor periodically during your jury service, so the Company knows when to expect you back at work.

On any day when your jury service ends before the end of your usual work day, you must check in with your supervisor to find out whether you need to return to work for that day. Temporary Employees may only be returned to work as required to fulfill obligations to the Company's customers.

10:8 School Conferences and Activities

Full-time employees are eligible for up to 16 hours of unpaid leave during any 12-month period to attend school conferences and classroom activities that cannot be scheduled during non-working hours. An employee must provide reasonable notice of leave to his or her supervisor.

10:9 Crime Victims

Employees may take time off as reasonable to attend criminal proceedings in connection with violent crimes of which they, their spouse or their next of kin are the victim. Employees must provide reasonable notice and verification of the reason for the leave.

10:10 Other Leave

The Company may consider requests for a type of leave not previously address. These will be considered on a case-by-case basis, may be subject to restrictions and/or require verifications. If other leave is granted, the Company will not guarantee that you will be allowed to return to your assignment.

SECTION ELEVEN – Performance

11:1 Your Job Performance

Each and every employee at Strom Engineering contributes to the success and/or failure of our Company's services to its customers. If one employee allows his or her performance to slip, then all of us suffer. We expect everyone to perform to the highest level possible. Poor job performance can lead to discipline, up to and including termination.

11:2 Performance Reviews

Because our employees' performance is vital to our success, we may conduct periodic reviews of individual employee performance. Such reviews, however, are not mandatory. If your supervisor deems necessary, he/she may decide to conduct a formal review and may, based on the results of that review, discuss your performance with you. We hope that, through these discussions, our employees will learn what we expect of them and we will learn what they expect of us. Alternatively, supervisors may elect to forego a formal review process; instead, providing feedback to you informally. Supervisors may take whatever disciplinary action, based upon a formal, informal, or any other type of review process, they feel is warranted.

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

SECTION TWELVE – Work Related Behavior

12:1 Please Act Professionally

People who work together have an impact on each other's performance, productivity and personal satisfaction in their jobs. In addition, how our employees act toward customers and vendors will influence whether those relationships are successful for our Company.

Because your conduct affects many more people than just yourself, we expect you to act in a professional manner whenever you are on Company property, conducting Company business or representing the Company, formally or informally, at business or social functions or settings (including all social networking sites).

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

- following all of the rules in this Handbook that apply to you,
- refraining from rude, deceitful, offensive, inappropriate or outrageous behavior,
- refraining from ridicule and hostile jokes,
- refraining from unnecessarily portraying the Company negatively,
- treating coworkers, customers and vendors with patience, respect and consideration, and
- being courteous and helpful to others.

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

12:2 Punctuality and Attendance

You are important to the effective operation of this business. When you are not here at expected times or on expected days, someone else must do your job or delay doing his own job while he waits for you to arrive. If you work with customers or vendors, they may grow frustrated if they can't reach you during your scheduled work times.

As a result, we expect you to keep regular attendance and to be on time and ready to work at the beginning of each scheduled workday.

Of course, things will sometimes happen that will prevent you from showing up to work on time. If you are going to be late, please call your supervisor. Please give this notice as far in advance as possible.

If you must miss a full day of work for reasons other than vacation or other pre-approved leave (such as leave to serve on a jury or for a death in a family), you must notify your supervisor as far in advance as possible.

If you are late for work or fail to appear without notification, as required by this policy or by other policies in this Handbook, you may face disciplinary action, up to and including termination.

12:3 Employee Appearance and Dress

We ask all employees to use common sense when they dress for work. Please dress appropriately for your position and job duties, and please make sure you are neat and clean at all times.

If you have any questions about the proper attire for your position, please contact your supervisor.

We will try to reasonably accommodate an employee's necessary special dress or grooming needs that are the result of religion, ethnicity, race, disability, etc.

We place specific restrictions on the dress and appearance of some employees for safety reasons. Your supervisor or other Company representative will let you know if such restrictions apply to you.

12:4 Pranks, Practical Jokes, and Horseplay

Although we want our employees to enjoy their jobs and have fun working together, we cannot allow employees to play practical jokes or pranks on each other, or engage in loud or boisterous horseplay. At best, these actions disrupt the workplace and dampen the morale of some; at worst, they lead to safety hazards, or complaints of discrimination, harassment, bullying or assault.

Employees who play pranks, practical jokes or engage in horseplay may face disciplinary action, up to and including termination.

12:5 Threatening, Abusive or Vulgar Language

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

As a result, we will not tolerate threatening, abusive or vulgar language from employees while they are on the worksite, conducting Company business or representing the Company, formally or informally, at business or social functions or settings (including social networks).

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

12:6 Bullying

Strom Engineering believes all employees should be able to work in an environment free of bullying; therefore, any such behavior in the workplace, or outside of the workplace (including social networks) if it involves individuals associated with the Company or our clients (including its bargaining unit employees), is unacceptable and will not be tolerated.

Bullying is behavior intended to harm (physically or otherwise), intimidate, offend, degrade, humiliate, or cause psychological distress of an individual associated with the Company's business. Bullying also includes making a false statement with the intent to adversely affect another. Such bullying may cause the loss of trained and talented employees, reduce productivity and morale, jeopardize relationships with clients, and create legal risks.

Strom Engineering encourages any employee who is aware of such bullying to report it in accordance the procedures in Section 20. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially and impartially. Any employee found to have engaged in or aided bullying behavior may face discipline up to and including termination.

12:7 Fighting

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

12:8 Sleeping on the Job

When our employees arrive at work, we expect them to be physically prepared to work through their day. Employees who sleep on the job dampen morale and productivity and deprive us of their work and companionship.

As a result, we generally do not allow any employees to sleep while at work. Employees who feel sick or unable to finish the day because of weariness should talk to their supervisor about sleeping in a designated area or going home sick.

For certain employees, sleeping on the job creates a safety hazard. Employees who work in such jobs create unacceptable risks to their own safety and the safety of others when they fail to be attentive and alert while working. For these employees, sleeping on the job violates both this policy and our safety policies.

Those who violate this policy may be disciplined, up to and including termination.

12:9 Insubordination

Our workplace operates on a system of mutual respect between supervisors and employees. Supervisors should treat their employees with dignity and understanding, and employees should show due regard for their supervisors' authority. Insubordination occurs when employees unreasonably refuse to follow the instructions of their supervisors. It also occurs when employees, through their actions or words, show disrespect toward their supervisors. Insubordinate employees may face discipline, up to and including termination.

We understand, however, that there will be times when employees have valid reasons for refusing to do as their supervisor asks. Perhaps the employee fears for his/her safety or the safety of others, believes that following instructions will violate the law or pose some other problem for the Company. Or maybe the employee thinks that there is a better way to accomplish a goal or perform a task. When these issues arise, we do not ask that employees blindly follow orders. Instead, we ask that employees explain the situation to their supervisor. If, after hearing the employee's side, the supervisor continues to give the same order or rule, the employee must either obey or use the complaint procedures described in this Handbook.

12:10 Discipline

Any employee conduct that, in the opinion of the Company, interferes with or adversely affects our business is sufficient grounds for disciplinary action, up to and including termination.

Disciplinary action can range from oral warnings to immediate discharge. The Company may, at its discretion take disciplinary steps such as oral warning(s), written reprimand(s), suspension, and termination. However, we reserve the right to alter that order, skip or eliminate disciplinary steps, or create new and/or additional disciplinary steps.

In choosing the appropriate disciplinary action, we may consider any number of things including, but not limited to, the following:

- the seriousness of your conduct
- your history of misconduct
- your employment record
- your length of employment with this company
- the strength of the evidence against you
- your ability to correct the conduct
- your attitude about the conduct
- actions we have taken for similar conduct by other employees
- how your conduct affects this Company, its customers and your coworkers, and
- any other circumstances related to the nature of the misconduct, to your employment with this Company and to the affect of the misconduct on the business of this Company.

We will give those considerations whatever weight we deem appropriate. Depending on the circumstances, we may give some considerations more weight than other considerations.

Some conduct that is likely to result in immediate termination includes:

- by customer request, irrespective of the presence of misconduct
- theft of Company property
- excessive tardiness or absenteeism
- arguing or fighting with others
- brandishing a weapon at work
- threatening the physical safety of yourself or others
- physically or verbally assaulting someone at work
- any illegal conduct at work or otherwise affecting relations with customers or coworkers
- using or possessing alcohol or illegal drugs at work
- working under the influence of alcohol or illegal drugs
- inability or unwillingness to preform reasonable job duties
- failure to cooperate with investigations into misconduct
- insubordination
- making material, false statements on a job application or during your employment
- violating Company rules and regulations, and
- unlawful discrimination and harassment, and bullying.

Of course, it is impossible to compile an exhaustive list of the types of conduct that may result in immediate termination. The ones listed above are merely illustrations.

You should remember that your employment is at the mutual consent of you and the Company. This policy does not change that fact. This means that you or the Company can terminate our employment relationship at will, at any time, with or without cause, and with or without advance notice.

As a result, the Company reserves its right to terminate your employment at any time, for any lawful reason, including reasons listed or not listed above. You also have the right to end your employment at any time.

SECTION THIRTEEN – Personal Relationships

13:1 Objective

Our Company strives to provide a work environment that is collegial, respectful and productive. Because personal relationships can lead to conflict of interest and claims of discrimination, this section establishes guidelines for the Company's response to personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment.

13:2 Restrictions on Personal Relationships

A "personal relationship" is defined as a relationship between individuals who have or have had a relationship of a romantic or intimate nature.

The Company reserves the right to take prompt action if it foresees an actual or potential conflict of interest concerning individuals in a personal relationship.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment, at the Company's discretion.

If a personal relationship exists between an employee and his or her supervisor, it is the responsibility and obligation of both employees involved to disclose the existence of the relationship to the VP of Field Operations. Although both employees involved in a personal relationship are individually responsible for disclosure, a supervisor's failure to report such a relationship will be regarded as a serious lapse in the management of the workplace and grounds for appropriate disciplinary action, including termination.

SECTION FOURTEEN - Health and Safety

14:1 Safety Policy

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

- Horseplay, rough-housing and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisors' and assigned customers' safety instructions.
- Employees in certain positions may be required to wear protective equipment, such as hair nets, hard hats, safety glasses, work boots, ear plugs or masks. Your supervisor will let you know if your position requires protective gear.
- Employees in certain positions may be prohibited from wearing dangling jewelry or apparel, or may be required to pull back or cover their hair, for safety purposes. Your supervisor will tell you if you fall into one of these categories.
- All equipment and machinery must be used properly. This means all guards, restraints and other safety devices must be used at all times. Do not use equipment for other than its intended purpose or if safety devices are missing.
- All employees must follow any safety procedures conveyed to them during training or on the job and must follow all posted safety procedures at the facility where they work. In addition, all employees are expected to exercise reasonable judgment in identifying and guarding against any unsafe conditions regardless of whether they are specifically instructed to or not.
- All employees must *immediately* report any workplace condition that they believe to be unsafe to their supervisor. The Company will look into the matter promptly.
- All employees must *immediately* report any workplace accident or injury to their supervisor.

14:2 Workplace Security

It is every employee's responsibility to help keep their workplace secure from unauthorized persons. Every employee must take all steps necessary and reasonable to comply with these security concerns.

14:3 What to Do in an Emergency

In case of an emergency, such as a fire, earthquake or accident, your first priority should be your own safety and the safety of others. In the event of an emergency causing or with the potential to cause serious injuries, *IMMEDIATELY DIAL 9-1-1* to alert police and rescue workers of the situation once you have reached a safe area.

If you hear a fire alarm or in case of an emergency that requires evacuation, please proceed quickly and calmly to the designated exits. Remember that every second may count—don't return to the workplace to retrieve personal belongings or work-related items. Once you have exited the building, head towards a secure location and stay out of dangerous situations.

14:4 No Smoking

For the health, comfort and safety of our employees, smoking is allowed only in designated areas—either indoors or out—depending on the particular building in which you work.

14:5 Violence Is Prohibited

We will not tolerate violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking and threats of violence. Any comments about violence will be taken seriously—and may result in disciplinary action. Please do not joke or make offhand remarks about violence.

No Weapons

No weapons are allowed in our workplace. Weapons include, but are not limited to, firearms, knives, brass knuckles, martial arts equipment, clubs or bats and explosives. If your work requires you to use an item that might qualify as a weapon, you must receive authorization from your supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination.

What to Do in Case of Violence

If you observe an incident or threat of violence that is immediate and serious, *IMMEDIATELY DIAL 9-1-1* and report it to the police once you have reached a safe location. If the incident or threat does not appear to require immediate police intervention, please contact your supervisor as soon as possible to report it using the Company's complaint procedure. All complaints will be investigated and appropriate action will be taken. You will not face retaliation for making a reasonable complaint.

SECTION FIFTEEN - Employee Privacy

15:1 Search Policy

Employees do not have a right to privacy in their workspaces, on any other Company property or for any personal property they bring to the workplace. The Company reserves the right to conduct a search at any time, without warning, to ensure compliance with our policies on employee safety, workplace violence, harassment, bullying, theft, drug and alcohol use, possession of prohibited items, or for any other legitimate reasons. The Company may search Company property, including but not limited to lockers, desks, file cabinets, storage areas and workspaces. If you use a lock on any item of Company property (a locker or file cabinet, for example), you must give a copy of the key or combination to your supervisor. The Company may also search personal property brought onto Company premises, including but not limited to toolboxes, briefcases, backpacks, purses and bags. The Search Policy applicable to the Company applies equally to the Company's customers if an employee is on or uses the customers' property.

15:2 Telephone Monitoring Policy

The Company reserves the right, if permitted by law, to monitor calls made from or received on Company telephones. Therefore, employees should not expect conversations made on such telephones to be private beyond the extent required by law. The Telephone Monitoring Policy applicable to the Company applies equally to the Company's customers if an employee is on or uses the customers' property.

SECTION SIXTEEN - Computers, Email and the Internet

16:1 Email

Strom Engineering may provide employees with computer equipment, including an internet connection and access to an electronic communications system, to enable them to perform their jobs successfully.

Email Is Not Private

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

Email Rules

All of our policies and rules of conduct apply to employee use of the email system. This means, for example, that you may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; to send threatening messages; or to solicit others to purchase items for non-Company purposes.

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

The Company's communications equipment is provided for conducting the Company's business. While we permit limited personal email communications, we reserve the right to discipline employees for excess personal use.

Deleting Emails

Because of the large volume of emails our Company sends and receives, we discourage employees from storing large numbers of email messages. Please make a regular practice of deleting emails once you have read and/or responded to them. If you need to save a particular email, you may print out a paper copy, archive the email or save it to your hard disk.

Violations

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

The Email policies applicable to the Company apply equally to the Company's customers if an employee is on or uses the customers' property.

16:2 Internet Use

Strom Engineering may provide you with computer equipment and capabilities, including Internet access, to help you perform your job. This policy governs your use of that equipment to access the Internet.

Personal Use of the Internet

Our networks and internet access are for official Company business only. Employees may access the internet for personal use only outside of work hours and only in accordance with the other terms of this policy. An employee who engages in excessive personal internet use, even during non-work hours, or who violates any other provision of this policy, may be subject to discipline.

Prohibited Uses of the Internet

Employees may not, at any time, access the internet using Company equipment or links for any of the following purposes:

To visit websites that feature pornography, gambling or violent images, or are otherwise inappropriate in the workplace.

To operate an outside business, solicit money for personal purposes or to otherwise act for personal financial gain—this includes running online auctions.

To download software, articles or other printed materials in violation of copyright laws.

To read, open or download any file from the internet without first screening that file for viruses using the Company's virus detection software.

Internet Use is Not Private

We reserve the right to monitor employee use of the internet at any time, to ensure compliance with this policy. You should not expect that your use of the internet—including but not limited to the sites you visit, the amount of time you spend online and the communications you have—will be private.

The Internet policies applicable to the Company apply equally to the Company's customers if an employee is on or uses the customers' property.

16:3 Software Use

It is our Company's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical; it is also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help us adhere to this policy, employees may not do any of the following without permission from our IT Coordinator:

- Make a copy of any Company software program (must be done personally by the IT Coordinator).
- Install a Company software program on a home computer.
- Install a personal software program (that is, any software not owned by the Company) on any Company computer.

The Company may audit Company-owned computers at any time to ensure compliance with this policy.

The Software Use policies applicable to the Company apply equally to the Company's customers if an employee is on or uses the customers' property.

SECTION SEVENTEEN - Employee Records

17:1 Your Personnel File

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

We do not keep medical records or work eligibility forms in your personnel file. Those are kept separately.

Your personnel file is physically kept at 10505 Wayzata Boulevard, Minnetonka, Minnesota 55305.

If you have any questions about your personnel file, contact our Human Resources Coordinator.

17:2 Confidentiality of Personnel Files

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

17:3 Please Notify Us If Your Information Changes

Because we use the information in your personnel file to take actions on your behalf, it is important that the information in that file be accurate. Please notify our Payroll Supervisor

whenever any of the following changes: i) your name, ii) your mailing address, iii) your phone number, iv) social security number, v) modification to income tax withholding designations, vi) your marital status, vii) the name and phone number of the individual whom we should notify in case of an emergency, viii) restrictions on your driver's license.

17:4 You Have the Right to Inspect Your Personnel File

Strom Engineering will provide an opportunity for you to review your personnel record, upon written request, once every six months. Upon separation from employment, you may review your personnel record once each year for as long as your records are maintained. Within seven working days of your written request, the Company will make your personnel file available during normal hours of operation at your normal place of employment. A company representative may be present while you review your personnel file. After review and upon written request, you may receive a copy of your personnel file free of charge. Strom Engineering will not retaliate against you for exercising your rights to inspection. If the Company violates any of these rights, you may have a cause of action against it.

17:5 Disputing Information in Your Records

If you dispute any information in your personnel file, one of the following resolutions may be sought: i) you and the Company may agree to remove or revise the disputed information; or ii) you may submit a written statement identifying the disputed information and explaining your position. The written statement will be included along with the disputed information in your personnel file.

17:6 Work Eligibility Records

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

Those forms are kept as confidential as possible.

If you would like more information about your I-9 form, see Section 4:2 of this Handbook or contact our Human Resources Coordinator.

17:7 Medical Records

We understand the particularly sensitive nature of an employee's medical records, so we do not place those records in the employee's personnel file. We keep those records, if any, in a separate and secure place.

If you have any questions about the storage of your medical records or about inspecting your medical records, contact our Workers' Compensation Coordinator.

SECTION EIGHTEEN - Drugs and Alcohol

18:1 Policy Against Illegal Drug and Alcohol Use

This Company is committed to providing a safe, comfortable and productive work environment for its employees. We recognize that employees who abuse drugs or alcohol at work—or who appear at work under the influence of illegal drugs or alcohol—harm both themselves and the work environment.

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

- appearing at a worksite under the influence of illegal drugs or alcohol
- conducting Company business while under the influence of illegal drugs or alcohol (whether or not the employee is actually at a worksite at the time)
- using illegal drugs or alcohol at a worksite
- using illegal drugs or alcohol while conducting Company business (whether or not the employee is actually at a worksite at the time)
- possessing, buying, selling or distributing illegal drugs or alcohol at a worksite

- possessing, buying, selling or distributing illegal drugs or alcohol while conducting Company business (whether or not the employee is actually at a worksite at the time).

Illegal drugs include more than just outlawed drugs such as marijuana, cocaine or heroin. It also includes the misuse of otherwise legal prescription and over-the-counter drugs.

This policy covers times when employees are on call but not working and times when employees are driving Company vehicles or using Company property, and at all times an employee is on the Company's or its customer's premises.

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

18:2 Inspections to Enforce Drug and Alcohol Policy

This Company reserves the right to inspect employees, their possessions and their workspaces to enforce our policy against illegal drug and alcohol use (see Section 14.1 – Search Policy).

18:3 Drug and Alcohol Testing

From time to time, we may ask employees or applicants to undergo drug and/or alcohol testing pursuant to the Company's applicable Drug and Alcohol Testing Policy. The applicable policy contains some of the employee's or applicant's rights, responsibilities and potential consequences associated with drug and/or alcohol tests.

All employees should receive a copy of the Company's applicable Drug and Alcohol Testing Policy at the same time they received this Handbook. If you have not received a copy of a Drug and Alcohol Policy, please contact your supervisor immediately.

18:4 Leave to Participate in Rehabilitation Program

We believe that employees who have a substance abuse problem can help themselves by enrolling in a rehabilitation program. Not only will overcoming their problem help these employees in their personal lives, it will help them to be more effective and productive workers.

Although we cannot guarantee that we will grant this leave to all employees who request it or that the same job assignment will be available when you return, employees who would like to participate in a rehabilitation program may, subject to approval, be able to use unpaid leave from work to attend the program.

Employees will not be allowed to accrue vacation and other benefits while on rehabilitation leave. At the end of the rehabilitation leave, we may require proof that the employee successfully completed the program.

Please note that even as you might be seeking assistance for your substance abuse problem, we still expect you to meet the same standards of performance, productivity and conduct that we expect of all employees. We reserve the right to discipline you—up to and including termination—for failing to meet those standards.

SECTION NINETEEN - Trade Secrets and Conflicts of Interest

19:1 Confidentiality and Trade Secrets

Information is part of what makes this Company competitive. During your employment here, you will periodically learn sensitive information, either because you help to develop that information or because you need that information to do your job. It is important for the health of this business—and for the well-being of employees who depend on this business for their livelihood—that you keep information you learn through your employment confidential.

Although we cannot list every type of confidential information, examples of such material include information about the Company's customers, employees, and business strategies. The need for confidentiality also extends to any confidential information you may learn from or about one of our customer's business. Information need not be explicitly designated "confidential" to be so.

An employee who improperly discloses sensitive information, confidential information, proprietary information or trade secret information to anyone may face disciplinary action, up to and including termination. Employees who improperly disclose such information may also be

subject to legal action. Therefore, we encourage you to contact your supervisor if you would like to learn more about this policy or if you have any questions.

As a condition of employment, you agree that all confidential information remains the exclusive property of the Company and/or its customers. After you leave this Company, you are still legally prohibited from disclosing sensitive, proprietary, trade secret or confidential information. If you disclose such information, we may seek legal remedies.

19:2 Confidentiality Procedures

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

19:3 Conflicts of Interest

Our Company's success depends on the hard work, dedication and integrity of everyone who works here. In turn, our employees' livelihood depends on the success of our Company.

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

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

- working for a competitor or customer or vendor as a part-time employee, full-time employee, consultant, independent contractor or in any other capacity
- owning an interest in a competitor, customer, vendor or anyone else who seeks to do business with this Company
- using the resources of this Company for personal gain
- using your position in this Company for personal gain.

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

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

SECTION TWENTY – Discrimination, Harassment and Offensive Behavior

20:1 Our Commitment to Equal Employment Opportunity

Strom Engineering is strongly committed to providing equal employment opportunity for all employees and all applicants for employment (see Section 3.1). For us, this is the only acceptable way to do business.

All employment decisions at our Company—including those relating to hiring, promotion, transfers, benefits, compensation, placement and termination—will be made without regard to race, color, creed, religion, national origin, sex, sexual orientation, marital status, public assistance status, membership or activity in a local commission, disability, or age.

Any employee or applicant who believes that he or she has been discriminated against in violation of this policy should immediately file a complaint, as explained in Section 20 - Complaint Policies. We encourage you to come forward if you have suffered or witnessed what you believe to be discrimination—we cannot solve the problem until you let us know about it. The Company will not retaliate, or allow retaliation, against any employee or applicant who complains of discrimination, assists in an investigation of possible discrimination or files an administrative charge or lawsuit alleging discrimination.

Managers are required to report any discriminatory conduct or incidents, as described in Section 20 - Complaint Policies.

Our Company will not tolerate discrimination against any employee or applicant. We will take immediate and appropriate disciplinary action against any employee who violates this policy.

20:2 Harassment Will Not Be Tolerated

It is our policy and our responsibility to provide our employees with a workplace free from harassment. Harassment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, public assistance status, membership or activity in a local commission, disability, or age undermines our workplace morale and our commitment to treat each other with dignity and respect. Accordingly, such harassment will not be tolerated at our Company. Any employee who engages in, and any supervisor who permits employees under his or her supervision to engage in, such harassment or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and may be subject to discipline, up to and including termination.

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

If you experience or witness any such form of harassment in the workplace (particularly if it creates an intimidating, hostile or abusive work environment), please immediately notify the Company by following the steps outlined in Section 20 – Complaint Policies. We encourage you to come forward with complaints—the sooner we learn about the problem, the sooner we can take steps to resolve it. The Company will not retaliate, or allow retaliation, against anyone who complains of harassment, assists in a harassment investigation or files an administrative charge or lawsuit alleging harassment. All managers are required to immediately report any incidents of harassment, as set forth in our Complaint Policies.

We will make every effort to investigate complaints quickly and effectively. Company employees who are found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination.

SECTION TWENTY-ONE - Complaint Policies

21:1 Complaint Procedures

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

If you witness or are subject to inappropriate conduct in the workplace, you may complain to your supervisor. Any supervisor who receives a complaint about, hears of or witnesses any inappropriate conduct is required to immediately notify our General Counsel. If your complaint involves a supervisor, manager, or similarly situated individual, or if you feel your supervisor is not sufficiently dealing with your complaint, you may contact our Vice President of Field Operations or General Counsel directly at 952-544-8644. Inappropriate conduct includes any conduct prohibited by our policies about harassment, discrimination, discipline, workplace violence, health and safety, and drug and alcohol use. In addition, we encourage employees to come forward with any workplace complaint, even if the subject of the complaint is not explicitly covered by our written policies.

We encourage you to come forward with complaints immediately, so we can take whatever action is needed to handle the problem. Once a complaint has been made, our General Counsel will determine how to handle it. For serious complaints alleging harassment, discrimination and other illegal conduct, we will immediately conduct a complete and impartial investigation. Every employee is required to cooperate fully with those conducting an investigation. All complaint investigations will be handled as confidentially as possible. When the investigation is complete, the Company will take corrective action, as warranted.

We will not engage in or allow retaliation against any employee who makes a good faith complaint or participates in an investigation. If you believe that you are being subjected to any kind of negative treatment because you made or were questioned about a complaint, report the conduct immediately to our General Counsel at 952-544-8644.

21:2 Our Doors Are Open to You

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

If something about your job is bothering you, or if you have a question, concern, idea or problem related to your work, please discuss it with your immediate supervisor as soon as possible. **If for any reason you don't feel comfortable bringing the matter to your supervisor, please raise the issue directly with our VP of Field Operations or General Counsel at 952-544-8644.**

You also have the option to leave a voicemail message at (844) 566-2115 or an email message at employeecontact@stromengineering.com. These messages will be checked on a daily basis. If you leave a voicemail message, please make sure the message includes either your contact information or enough detail to allow us to begin an investigation without the need for additional information from you.

We encourage you to come forward and make your concerns known to the Company. We can't solve the problem if we don't know about it.

SECTION TWENTY-TWO – Anti-Retaliation

Strom is committed to providing a workplace conducive to open discussion of employee complaints regarding conduct antithetical to the policies in this Handbook. Strom will comply with all applicable laws that protect you against unlawful discrimination or retaliation, by Strom or its employees, for reporting (or participating in investigations surrounding) violations of the policies in this Handbook or federal or state laws.

All Strom directors, officers and employees are required to report, to cause to be reported, and to assist in any investigation related to bona fide reported policy violations.

Strom encourages employees to submit good faith complaints in accordance with the Company's employee policy. Employees are expected to be truthful and cooperative in investigations of complaints. Strom's policy prevents any employee who files, causes to be filed, testifies, participates in or otherwise assists in a proceeding filed or about to be filed regarding any of the above matters from being subject to disciplinary or retaliatory action by Strom, its employees or agents for such activities (except for any disciplinary action for self reported violations).

However, employees who file reports or provide evidence which they know to be false or who do not have a reasonable belief in the truth and accuracy of such information will not be protected by this policy. Employees must recognize that false accusations are themselves a violation of Company policy and can have serious adverse effects on other employees. An employee who is determined to have knowingly made false accusations or who knowingly gives false information during an investigation may be subject to appropriate disciplinary action, including termination of their employment.

If any employee believes that he or she has been subjected to any action that violates this anti-retaliation policy, he or she may file a complaint with his or her own supervisor, or Strom's

General Counsel. If it is determined that an employee has experienced any improper employment action in violation of this policy, such employee will be entitled to appropriate corrective action.

SECTION TWENTY-THREE - Ending Employment

23:1 Final Paychecks

Whether an employee quits or is terminated involuntarily, the employee's final paycheck will be available within the timeframe established by the state in which the employee worked.

23:2 Severance Pay Is Discretionary

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

23:3 Exit Interviews

We may elect to hold an exit interview with any departing employee who requests one. During the interview, you will have the opportunity to tell us about your employment experience here—what you liked, what you didn't like and where you think we can improve. We greatly value these comments. The exit interview also gives us a chance to handle some practical matters relating to the end of your employment. You will be expected to return all Company property before or at the interview. You will also have an opportunity to ask any questions you might have about insurance, benefits, final paychecks, references or any other matter relating to your employment.

23:4 References

When we are contacted by prospective employers seeking information about former employees, we generally release no more than the following data: the position(s) the employee held, the dates the employee worked for our Company and the employee's salary or rate of pay.

If you would like us to give a more detailed reference, you will have to provide us with a written release—a consent form giving us your permission to respond to a reference request. We will respond only to written reference requests, and we will respond only in writing. Please direct all reference requests to our Human Resources Coordinator.

THIS HANDBOOK MAY BE UPDATED FROM TIME TO TIME. THE MOST CURRENT VERSION OF THIS HANDBOOK, ALONG WITH OTHER STROM ENGINEERING POLICIES AND FEDERAL AND STATE-REQUIRED POSTERS, IS AVAILABLE AT
<http://www.stromengineering.com/employment/required-documents/>

APPENDIX 1, CONTACT INFORMATION

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Payroll Supervisor: Robin Wienandt
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Phone: (952) 544-8644, ext. 223

Workers' Compensation Coordinator: Gary Greenburg
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Minnetonka, MN 55305
Phone: (952) 544-8644, ext. 225

HANDBOOK ACKNOWLEDGEMENT FORM

By signing this form, I acknowledge that I have received a copy of the Strom Engineering Corporation (“Company”) Employee Handbook (“Handbook”). I understand that it contains important information about the Company’s policies, that it is my responsibility to read the Handbook and familiarize myself with its contents, and that the policies in the Handbook apply to me. **I understand that the Handbook is intended only as a general reference not a full statement of Company procedure, that nothing in the Handbook is or should be considered a contract, a promise or a legal document, and that the policies contained herein can change at any time, for any reason, without notice or warning.** I understand that I may be disciplined for any violation of Company policy whether included herein or not, and that the discipline may be any legal consequence up to and including termination.

By signing this form, I acknowledge that my employment is at will. I understand that I have the right to end the employment relationship at any time and for any reason, with or without notice, with or without cause, and that the Company has the same right. I understand that nothing in the Handbook should be considered a contract or promise of continued employment. I acknowledge that neither the Company nor I have entered into an employment agreement for a specified period of time, that only the Company’s President may make any agreement contrary to the at-will policy, and that any such agreement must be in writing, signed by myself and the President.

I further understand that each Handbook is the property of the Company and that copying any section of the Handbook is against Company regulations. I agree to return the Handbook upon terminating my employment with the Company.

I understand that the Company is dedicated to preventing and eradicating discrimination and harassment in the workplace, and that this can only be achieved with the assistance of everyone. The Handbook addresses these issues in detail in Section Twenty, and Section Twenty-One addresses the Company’s complaint procedures. By accepting employment with the Company, I agree to:

1. abide by the harassment and discrimination policies,
2. report any incidence of harassment or discrimination that I become aware of to my supervisor, Strom’s General Counsel at 952-544-8644, or anonymously by emailing information to employeecontact@stromengineering.com or leaving a voicemail message at (844) 566-2115, and
3. assist fully with any investigation conducted by the Company.

EMPLOYEE’S SIGNATURE

DATE

EMPLOYEE’S NAME (PRINT)