

CDG ADVANTAGE HANDBOOK

29 December 2017



Welcome To CDG Advantage, LLC!

You are now part of a proud Company whose mission is to provide high quality service to the Intelligence Community. I look forward to working together and allowing you to make a difference, not only within the Company, but also with those around you. CDG Advantage, LLC (CDG) believes empowering the foundation of the Company, YOU, will lead to truly amazing things in the future. Without you, there is no CDG.

This handbook is an outline of the basic elements of the relationship between you and CDG with information pertaining to working conditions, employee benefits, and standards of conduct. You should read, understand, and comply with all provisions of the handbook. One of my objectives is to provide a work environment that is conducive to both personal and professional growth.

The handbook and information contained herein is considered Company confidential. Acknowledgement of this handbook must be received in writing. Should you have questions regarding the information contained in this handbook, please feel free to contact Carlos Arbelo for assistance.

Again, welcome to CDG Advantage, LLC!

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Dear Employee:

This Employee handbook has been designed to serve as a quick reference for many issues relating to your employment with CDG Advantage, LLC (CDG). In order to remain current, the handbook treats most topics briefly and provides links where applicable, as additional sources of information. It is important for you to be familiar with the information in this handbook. **Please review it carefully.** If you need to refer to the handbook in the future, remember the most recent version will be available on the CDG website.

This handbook contains general information about your employment with CDG and outlines policies and procedures that affect your daily work. It does not include specific provisions of the policies and procedures, nor does it create any employee rights or benefits.

Discrimination on the basis of race, sex, color, national origin, religion, age, or political affiliation, or against otherwise qualified persons with disabilities is prohibited in all aspects of employment with CDG.

THE HANDBOOK IS NOT A CONTRACT, NOR IS IT AN INVITATION TO CONTRACT. NOTHING IN THIS HANDBOOK IS INTENDED TO CREATE OR IMPLY ANY CONTRACTUAL RIGHTS.

Conditions of Employment

At Will Employee

You retain your right to terminate our employment relationship at any time, with or without notice of reason or cause, and CDG retains the same right.

No statements made in pre-hire interviews, discussions, or in recruiting materials alter the at-will nature of employment or imply that discharge will occur only for cause. Statements of specific grounds for termination set forth in this handbook or in any other Company documents are examples only and are not intended to restrict the Company's right to terminate at will.

Clearance

Employment is predicated on the employee obtaining and maintaining a security clearance at the level required by the specific client of CDG. Failure to maintain the security clearance provides CDG grounds for termination of employment.

If you are entrusted with classified information, you will be held strictly accountable for safeguarding all such information. Once you have the possession or knowledge of an item of classified information, you are responsible for determining whether a prospective recipient is an authorized recipient (i.e., has an appropriate clearance and also the need- to-know the classified information to perform work).

Prior to such disclosure, you are required to advise the authorized recipient of the classification of the information. Upon separation, you will be required to account for and turn in any and all classified material charged to you as well as all Company information in your possession.

Alcohol & Drug Policy

Company policy is to maintain a drug free workplace. The term "workplace" is defined as Company and/or client property, any client-sponsored activity, or any other site for the performance of work for the Company and/or the client. The term "drug" includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs. Activities prohibited by this policy shall be considered grounds for discipline, including but not limited to suspension or immediate termination of employment.

Prohibited activities under this policy include the unauthorized use of drugs, as defined above, in the workplace, including distribution, possession, or use of a drug or controlled substance. This would, include, but not be limited to: marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. The use of prescription drugs, when taken as directed by a duly licensed physician, shall not be a violation of this policy. As a condition of employment, all Company employees must comply with this policy. Any Company employee who has been

convicted under any criminal drug statute for a violation occurring in the workplace must report that conviction to the Company no later than five days after the conviction. Within thirty days after receiving notice of the conviction described in this policy, the Company shall impose discipline on, or require satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is convicted of a violation of a criminal drug statute if the violation occurred in the workplace.

Additionally drug testing may be mandated if in the event of an accident occurs on Company premises, on the way to or back from official functions, at any customer's location or for possible cause.

Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. It is also a time to get to know your fellow employees, your supervisor, Company culture and the tasks involved in your job position, as well as to become familiar with the Company products and services. Your supervisor or another Company employee will work with you to help you understand the needs and processes of your job.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence.

This introductory period does not affect the employment status of an employee being "at-will", meaning that either party may terminate the employment relationship at any time and for any non-discriminatory reason.

During the introductory period, employees are eligible for benefits required by law. New employees can use paid time off (PTO).

At the end of the introductory period discussed in this section a supervisor or designee will conduct an informal feedback session with the employee to discuss questions, issues and set goals to be used for the evaluation period.

Work Schedule/Attendance

The Company is able to secure work based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their attendance and promptness.

If you know that you will be absent or late arriving for work, notify your designee as well as your client no later than one hour after your scheduled start time (advance notice is preferred). In the event of a disabling sickness or accident while performing your duties, please notify your CDG supervisor immediately. If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work.

Unexcused or excessive absenteeism or tardiness is grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this will be considered a possible resignation of your position and you will be considered for termination for job abandonment.

Recording Hours

CDG uses weekly timesheets. The employee will receive an email with instructions on how to access the CDG timecard as well as individualized instructions dependent on specific contract requirements, if applicable.

Company timesheets should be submitted weekly by 9:00 am Friday morning and hours must be submitted using quarter hour increments. Failure to record weekly hours by 12pm on Saturday will result in possible withholding of pay for that time period.

When recording hours it is the policy of CDG to exhaust all PTO before using leave without pay (LWOP). Exceptions will be considered on a case-by-case basis and must be approved in advance by management.

Pay and Compensation

CDG issues pay checks on a bi-weekly basis. If you are a salaried employee and your start date with the Company is anything other than the first day of the pay period, your first paycheck will be pro-rated according to the number of days worked.

Annual Performance Review

CDG strives to provide on-going feedback as to employee performance and at this time does not conduct Annual Performance Reviews.

Separation from Employment

An employee may be separated from employment voluntarily or involuntarily by retirement, resignation, lack of work, or termination. Any employee who voluntarily resigns is expected to provide CDG with advance written notice of no less than two (2) weeks. If you have accrued unused vacation time upon the termination of your employment, you will be paid for that time at your regular base pay. If your PTO balance is in the negative, your last paycheck will be appropriately adjusted to reimburse the Company.

Layoff Due to Lack of Work

CDG attempts to maintain a stable work force. However, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll.

Standards of Conduct

As a team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of

integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to them, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on CDG. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Gifts, gratuities and rewards

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, that may influence, or appear to influence, the judgment or conduct of the employee in their job performance. Gifts from the Company to an employee are not bound by this restriction. Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$25, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor. Employees are not to give, offer, or promise directly or indirectly anything of value to any representative of a customer, a potential customer, a vendor or potential vendor, financial institution or potential financial institution with whom the Company has or may have a business relationship.

Remember Our Image

CDG views service to our clients as our most important responsibility. You are expected to help us carry out this policy by extending every courtesy and assistance towards customers as well as co-workers. CDG wants to ensure that the appearance of each employee is consistent with a professional image therefore business casual attire is the required minimum dress code. However, please be aware of atmosphere and expectations when on the customer site and dress appropriately.

Progressive Discipline

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other company policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including, termination of employment. Before or during imposition of any discipline, employees may, but shall not be required to be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Major elements of this policy include:

1. **VERBAL WARNING.** The first step in CDG's progressive disciplinary policy is the "verbal warning." This is a verbal warning to an employee that his conduct is unacceptable and that repeated or continued failure to conform his conduct or performance to the Company standards will result in more severe disciplinary action. Before receiving a verbal warning, an employee will be counseled by his supervisor and told what improvements are necessary and expected to correct any conduct or performance deficiencies.

A record of the notice of the verbal warning may be made and retained in the employee's personnel file.

2. **WRITTEN WARNING.** The second step is a "written warning." This warning will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. This will be considered a probationary period. A copy of the written warning will be retained in the employee's personnel file.
3. **TERMINATION.** The final step in the disciplinary procedure is the termination of the employee. If an employee fails to change his conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the foregoing progressive disciplinary process, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the discipline process. Under no circumstance will employees contact the client, including the Contracting Officer and/or Contracting Officer Representative and any representatives from Security, to voice complaints without first discussing the issue with and obtaining approval from CDG. Company discipline actions involving CDG employees are not topics of discussion with any customer representative unless said action impacts the individual's ability to conduct work or was a result of a customer complaint.

Grievance Review

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems arise. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the following procedure described for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your immediate supervisor, or if you feel discussion with them is inappropriate, you are encouraged to request a meeting with Carlos Arbelo.

Benefits and Incentives Health Insurance

Medical Insurance benefits as well as Dental and Vision are offered through United Health Care.

Insurance Conversion Privileges

In accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of termination of employment, or loss of eligibility to

remain covered under CDG Advantage, LLC group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense.

401K Plan

The Retirement Strategies CDG 401K plan is presented through Principal. CDG offers 6% dollar per dollar match on 401K contributions up to 6% of the employee's contribution. Each employee is vested as of their start date. The plan offers diverse and multiple investment options, easy access to your investment information whenever you want, the ability to change your investment options whenever you want, and automatic features that can help you build for your retirement future.

Personal time off (PTO)

All Full-time employees accrue 20 days per calendar year. All PTO will be front-loaded at the beginning of the calendar year. When recording hours it is the policy of CDG to exhaust all PTO before using LWOP. Exceptions will be considered on a case-by-case basis and must be approved in advance by management.

Leave balances will not be paid out, but a maximum leave balance of 40 hours can be carried to the following calendar year. Any PTO in addition to the 40 hours must be used during the current calendar year. Up to 40 hours of a negative PTO balance can occur. However, at the end of the calendar year, the PTO balance must be at least 0 hours otherwise pay will be deducted as LWOP from the last paycheck or paychecks to achieve a zero balance.

If an employee leaves CDG with a positive leave balance, CDG will pro-rate the leave amount and pay out the remaining balance of leave in the employee's last paycheck. In accordance with the Maryland Flexible Leave law, all full-time CDG employees are able to use leave with pay to care for an immediate family member who is sick under the same conditions and policy rules that would apply if the employee took leave for the employee's own illness. Covered family members are a child, spouse, or parent.

Holidays

Full-time employees are eligible for paid scheduled holidays during each calendar year. CDG observes ten (10) holidays each year:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Bereavement Leave

If a death occurs in the family of a full-time employee, the employee will be compensated for time lost from his regular work schedule in accordance with the following guidelines. The employee will be granted up to two (2) days off from work

with pay in the event of the death of a spouse, child, parent, sibling or comparable “step” or “in-law” relation and grandparents. This leave is in addition to PTO.

Military Leave

Full-time employees will receive an extra two weeks of PTO per year to be used while on military or reserve duty while Part-Time employees will receive one extra week. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders soon as possible. The employee will be granted a military leave of absence with up to one or two weeks of PTO (based on part/full time status) for the period of military service, in accordance with applicable federal and state laws. The employee may, use any accrued unused PTO for any service or training beyond the one or two weeks of PTO granted. Eligibility for reinstatement after military duty or training is completed, is determined in accordance with applicable federal and state laws.

Maternity/Paternity Leave

Full-time employees will receive two weeks of Maternity/Paternity Leave in a year. Employees do not have to be married in order to take advantage of this benefit.

Jury Duty

If a full-time employee is summoned to jury duty, the Company may continue his salary during the period of jury duty for up to a maximum of two (2) working days or in accordance with state law. An employee is also permitted to retain the allowance he receives from the court for such service. To qualify for jury duty leave, an employee must submit a copy of the summons. In addition, proof of service must be submitted when the period of jury duty is completed.

Inclement Weather Policy

To address hours lost from inclement weather statuses (delayed opening or closing), the employee can either use PTO, LWOP or make up the time. The time must be made up during the current pay period unless otherwise notified.

Employee Referrals

The Company recognizes the importance of involving corporate employees in the hiring process and growth of the Company. The Employee Referral Bonus Program allows employees an opportunity to gain a referral bonus and will generate applicants who do not see or respond to other recruiting methods. The program is available to all employees, regardless of the location and the open position. Unless otherwise directed and authorized the Company referral bonus for specific requirements is \$3000. The payment process begins on the start date of billing for the newly referred employee. Payment is distributed as follows:

- One half of the bonus will be paid to the referring employee when the Company has actively employed referred employee for 180 days. The remainder of the bonus will be paid after the referred employee has been actively employed for one year.

- Referred Employees must meet the specific criteria outlined in the labor categories for these positions (i.e., experience level, education level, background, security clearance, etc.) You are encouraged to talk to whomever you believe would be a good match with CDG.

Americans with Disabilities Act (ADA)

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

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact management.

Family Medical Leave Act

FMLA provides eligible employees with job-protected leave for qualifying events or circumstances. Some of those events or circumstances may involve the employee's own health event or circumstance, or may involve the health or military service of the employee's family member, defined on the web site under the FMLA Policy. Leave may be taken in continuous full-time periods or may include a reduced or intermittent schedule when medically necessary or for a qualifying exigency due to a call to active duty. When intermittent or reduced schedule leave is needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the employee must consult with the supervisor and make a reasonable effort to schedule treatment so as not to unduly disrupt the department's operation.

Harassment

CDG is committed to maintaining a work environment free of unlawful discrimination and harassment, and therefore, has zero tolerance for workplace harassment of any kind. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his /her race, color, religion, sex, gender, age, national origin, disability, marital status or any other protected characteristic as established by law or that of his/her relatives, friends or associates, and that:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrate or show hostility or aversion toward an individual or group.

Equal Employment Opportunity

It is the policy of CDG to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, gender, age, national origin, disability, marital status or any other protected characteristic as established by law. CDG prohibits any such discrimination or harassment.

General Employment Information EEO Statement

Equal Employment Opportunity has been and will continue to be a fundamental principle at CDG, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, gender, age, national origin, disability, marital status or any other protected characteristics as established by the law. CDG prohibits and will not tolerate any such discrimination or harassment. Appropriate disciplinary action may be taken against any employee willfully violating this law. In addition, CDG complies with applicable state and local laws governing nondiscrimination in employment.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Applicability of Policy

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to CDG (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment or Discrimination

CDG encourages reporting of all perceived incidents of discrimination or harassment, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns immediately.

In addition, CDG encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that the behavior be discontinued immediately. Often this action alone will resolve the problem. CDG recognizes, however, that an individual may prefer to pursue the matter through a complaint procedure.

Complaint Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify management.

CDG encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment or discrimination will be investigated promptly. The investigation may include any number of investigative techniques, including but not limited to, individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Misconduct constituting harassment or discrimination will be dealt with appropriately. If a party to a complaint does not agree with its resolution, that party may submit a written appeal. CDG will respond to the appeal in writing. The decision will be final. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints that, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Discipline for Engaging in Sexual Harassment

Any employee found to have engaged in misconduct constituting harassment is subject to appropriate discipline, up to and including termination. Disciplinary action may include: reassignment, referral to counseling, temporary suspension without pay or financial penalties, and immediate termination.

This policy is designed to protect all employees from harassment in any way associated with the workplace, work environment, and social/Company sponsored functions, regardless of the identity or status of the harasser. CDG's ability to discipline a non-employee harasser may be limited by the degree of control, if any, that it has over the alleged harasser. However, any employee who believes that they have been subjected to harassment should file a complaint with CDG and be assured appropriate action will be taken.

Confidentiality

Any allegations of harassment brought to the attention of the immediate supervisor or management will be promptly investigated. Confidentiality will be maintained throughout the investigation process, to the extent practicable under the circumstances.

Employment Reference Checks

To ensure that individuals who join CDG are well qualified and have a strong potential to be productive and successful, it is the policy of the Company to check the employment references of all applicants.

Reasonable Accommodation of Religious Observance and Practice

As a part of our commitment to Equal Employment Opportunity for all, CDG will accommodate requests relating to religious observances and practices of our employees, unless the requested accommodation would cause undue hardship on the conduct of our business.

Personnel Data

CDG maintains a personnel file for each employee. The personnel file includes information such as your

- personal data – e.g., legal name (including any legal name changes), personal mailing address, telephone numbers, emergency contact;
- benefit data – e.g., marital status, number of dependents, beneficiary designations under our benefit plans;
- professional data – e.g., job application, resume, records of training, documentation of performance evaluations, pay adjustments, and other related employment records.

You must promptly notify the Human Resources Department in writing of any changes to your personal data or benefits data. Additionally, you must ensure that you keep your tax-related information current. Please send your updated W-4 Form (and/or related state tax forms) directly to the Human Resources Department.

Applicant/Employee Information

CDG relies upon the accuracy and truthfulness of information contained in data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the disqualification of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employee Data Privacy Protection

CDG is committed to maintaining the confidentiality of employee data and related personal information. Therefore, access to all personnel files and personnel data is strictly limited. Only management personnel who have a legitimate reason to review information in a file or to access employee personal information may access such information.

Personnel File Access

Personnel files are the property of CDG. Employees are not permitted to access their personnel files, except where required by law.

Requests for Employee Information

The Human Resources Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held unless the request is from authorized law enforcement or federal, state, or local agencies conducting official investigations and as otherwise required by law. Inquiries from prospective employers are limited to title and dates of employment except in unusual circumstances. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Prohibition against Providing Information Regarding Former Employees

You must not provide any employment information regarding a former employee to any outside person or entity. If you receive a request to provide a reference or other information regarding a former employee, you must refer the caller to the Human Resources Department who will respond to the inquiry. Records about an individual that identify him/ her by name may not be disclosed to people or organizations outside the Company without the individual's written permission and only under certain circumstances.

Safe & Healthy Workplace

The health and safety of employees and others on CDG property are of critical concern to our Company and we strive to attain the highest possible level of safety in all activities and operations. CDG also is committed to adhering to all local and federal safety regulations, including the Occupational Safety and Health Act. Should you have any questions or concerns, contact your direct supervisor for more information.

Required Safety Standard

You must perform your duties in a safe manner, following all instructions regarding the operation of equipment and methods or procedures for work performance. Additionally, you must use available safety equipment provided for your protection.

You should report any unsafe conditions or potential hazards to your manager immediately, even if you believe you have corrected the problem. Additionally, if you suspect a concealed danger is present on our premises, or in a product, facility, piece of equipment, process, or business practice for which CDG is responsible, bring it to the attention of your manager immediately.

Required Notice of Work-Related Injury or Illness

You must immediately notify your manager if you are injured or become ill on the job, no matter how minor an on-the-job injury may appear. If your manager is unavailable, you must immediately notify the Human Resources Department.

Compliance

Any employee who violates safety standards, causes or contributes to a hazardous or dangerous situation, fails to report a hazardous safety situation, or fails to report a work-related injury or illness will be subject to disciplinary action, up to and including immediate termination of employment. Additionally, an employee who fails to remedy a safety situation when required to do so will be subject to disciplinary action, up to and including immediate termination of employment.

Violence-Free Workplace

CDG is committed to providing a violence-free workplace. As such, we will not tolerate any form of workplace violence, including verbal and nonverbal threats of violence or destruction of property.

Prohibited Conduct

CDG expressly prohibits employees from making threats, using threatening language, or any other act of aggression or violence toward or by any CDG employee, or anyone else in CDG workplace. This policy applies to all employees and temporary workers as well as to all consultants, vendors, and other individuals providing services to the Company at any time on the premises or while engaged in business for the Company.

Prohibited conduct includes, but is not limited to:

- any verbal or physical harassment or abuse,
- any attempt at intimidating or instilling fear in others,
- menacing gestures,
- flashing of weapons,
- stalking, or
- any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons of any kind or other dangerous items such as explosives, guns, and/or knives are strictly prohibited on CDG premises or at off-site CDG functions, consistent with applicable state laws. If you have any questions about the rules applicable in your state, contact the Human Resources Department.

Reporting Potential Workplace Violence

If you observe or are subjected in the workplace to violence, threat of physical violence, or any other conduct prohibited by this policy, or if you feel unsafe due to the conduct of an employee or another individual, you should immediately notify a member of management with whom you feel comfortable or you may notify the Human Resources Department. This includes situations where you may be the

recipient of a threat made by an outside party. It is important for us to be aware of any potential danger in our workplace. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Your safety will be our primary consideration in addressing any report of a possible violation of this policy. Retaliation of any kind for reporting workplace violence is strictly prohibited. We will take the appropriate steps necessary to ensure that no retaliation of any kind is taken for a report of this kind.

Investigating and Responding to Potential Workplace Violence

CDG will promptly and thoroughly investigate all reports of workplace violence. The Company will keep the investigation confidential to the extent possible and will disclose information relating to the investigation only on a need-to-know basis. If the investigation confirms that a violation of this policy occurred, we will take appropriate action to correct the violation and prevent its recurrence. We may put reasonable interim measures in place during an investigation, if we determine that such measures would be in the employee's and/or CDG's best interest. These measures may include, but are not limited to, a leave of absence, suspension, or transfer of the employee who reportedly violated this policy.

Compliance

Any violation of this policy may result in discipline, up to and including immediate termination of employment, in addition to potential legal consequences.

Tobacco-Free Workplace

Consistent with state and/or local law, and CDG's commitment to provide a healthy work environment, smoking and use of tobacco in other forms is prohibited throughout CDG premises at all times, except for specifically designated outdoor areas. This prohibition applies to all employees, clients, and visitors. Smoking or use of tobacco in designated outdoor areas should be infrequent, with attention to the fact that we expect all employees to be working during their normally scheduled work hours.

Any violation of this policy may result in discipline, up to and including immediate termination of employment. Such violations may also include fines imposed by the appropriate local or state enforcement agency.

Solicitation & Distribution of Literature in the Workplace

CDG strives to provide a workplace atmosphere that allows our employees to focus on our mission and their specific job responsibilities. Therefore, while we recognize that employees may have interests in events and organizations outside the workplace, employees may not solicit and/or distribute literature in any working areas during working time. Non-employee individuals and/or organizations may not solicit and/or distribute literature inside CDG premises at any time.

Solicit means to request or seek donations, sell non-work products or memberships, sign up participants, or similar activities that would likely distract from the work function, for any cause, including, but not limited to, charitable, fundraising, political, labor, and religious organizations.

Distribute literature means the act or process of giving out, setting down, or delivering leaflets, pamphlets, or other written material for any cause, including, but not limited to, charitable, fundraising, political, labor, and religious organizations. Distribute includes posting of any information on CDG bulletin boards without prior approval.

Working areas means all interior areas, except break rooms and rest rooms.

Working time means the working time of either an employee who wants to solicit and/or distribute literature or an employee to whom a solicitation and/or distribution of literature is directed. Working time does not include rest breaks, meal periods, and time before and/or after work.

Company Bulletin Boards

The posting of written solicitations on Company bulletin boards is prohibited. Bulletin boards are reserved for official Company communications on such items as state and federal posters, Company announcements or notices, etc.

Compliance

Any violation of this policy may result in discipline, up to and including immediate termination of employment.

Outside Employment

Employees generally may hold outside employment only if it does not create a conflict of interest and/or interfere with the ability to perform job duties at CDG. Therefore, you must not engage in any outside work on Company time, or outside work that does, or is likely to:

- detract from your job performance at CDG;
- result in a product (such as a publication) that competes with any product of CDG;
- lead to disclosure of CDG's confidential information;
- impair your independent judgment on behalf of CDG;
- dilute your loyalty to CDG;
- subordinate CDG's interest to that of other persons or entities;
- cause you to withhold work properly owned by CDG to satisfy an obligation you have to another person or entity;
- cause you to acquire a financial or proprietary interest in the substance or outcome of any work performed by CDG;
- prescribe, direct or suggest when or how you should fulfill your obligations to CDG;

- present work performed by or for CDG as if it has been performed by or for another person or entity; or
- involve the use by of CDG, programs, technology, or any other CDG property.

If you have any questions as to whether outside work might violate this policy, you must contact the Human Resources Department and before engaging in the outside work. Any violation of this policy may result in discipline, up to and including immediate termination of employment.

Confidentiality of CDG Information

Due to the nature of the Company's business, confidentiality is an ethical responsibility of every employee within the Company to maintain. Strict confidentiality as to any matter on which the Company is working, including all facts or plans communicated to or by us and all papers received or prepared by us, is expected at all times. All employees must take extreme care to avoid disclosing confidences of any kind in any way, either while work is in progress or after it is completed. Any violation of this policy may result in discipline, up to and including immediate termination of employment. Additionally, CDG may take any legal action necessary to protect its proprietary and confidential business information.

Use of CDG Technology

CDG grants employees access to Company technology to support and benefit our business. Technology, for purposes of this policy, means all CDG technical resources, including our computer systems (including CDG-provided Blackberries or other PDAs); e-mail; our network through which CDG records, intranet, or Internet is accessed; our telephone systems (including voicemail); and any other CDG-provided and/or maintained computer- or network-related hardware or software. Authorized access to CDG technology ceases immediately when your employment with CDG ends and any such access thereafter is specifically unauthorized.

Using technology includes, but is not limited to, accessing e-mail, Facebook, Twitter, or any other Internet-based media forum, any CDG software or program, or any other program through the Internet. You are responsible for the content of all text, audio, or images that you place or send over CDG technology.

No Expectation of Privacy

You may use technology for occasional, non-work-related purposes. However, you do not have a personal privacy right in any communication, message, or information created, received, or sent from technology and should use technology with that understanding.

Technology and the data stored on such technology are and remain at all times the property of CDG. As a result, computer data, voice-mail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on technology, your work is subject to the investigation, search, and review of others in accordance with this

policy. In addition, e-mail and other information stored on technology may be subject to civil discovery and criminal subpoenas. CDG expressly reserves the right to access, retrieve, read, monitor, or delete any communication, message, or information that is created, received, or sent on Company technology, consistent with applicable law.

Prohibited Activities

Prohibited activities include, but are not limited to using technology

- in violation of any CDG policy, including but not limited to our DISCRIMINATION AND HARASSMENT FREE WORKPLACE POLICY or VIOLENCE FREE WORKPLACE POLICY;
- for any activities that violate any federal, state, or local law;
- for any personal gain or for commercial activities unrelated to CDG;
- to access or distribute inappropriate text or graphic materials, specifically pornographic or sexually explicit materials;
- in violation of copyright laws or copying or otherwise converting protected electronic information;
- to break-in or attempt to break into another firm's computer system;
- with any other employee's password;
- to access libraries, files, data, programs, and directories that are unrelated to your work duties and/or to which you have not been granted access authorization; or
- to read, record, copy, or listen to information delivered to another person's e-mail, voicemail, or Company mailbox, or by way of facsimile without specific authorization to do so.
- Additionally, the following activities are prohibited:
- using alternate Internet Service Provider connections to technology such as the internal network without employing appropriate firewall or other security protections;
- downloading software to technology without prior approval; or
- excessive use of technology during business hours for personal reasons or other non-CDG business.

Compliance

Any violation of this policy may result in discipline, up to and including immediate termination of employment.

Use of Other Company Property

No Expectation of Privacy in any Company Property

All premises, facilities, equipment, furnishings, and other property provided for work-related use by CDG are Company property, including, without limitation, filing cabinets, desks, Company technology, lockers, break rooms, Company vehicles, etc. You do not have a personal privacy right in any Company property and must use and access Company property with that understanding.

CDG reserves the right to enter, inspect, and monitor all Company property, and all property and information contained therein, at any time without advance notice to employees, consistent with applicable law.

The Company also reserves the right to search at any time, without advance notice to employees, any personal property brought onto or taken from Company property by employees, consistent with applicable law. Employees who wish to avoid such inspections should refrain from bringing packages or other articles to work or taking them from work.

In order to protect employees, premises, and inventory, the Company monitors the premises by means of security cameras.

Social Media Usage

CDG understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. Additionally, CDG recognizes the importance of social media and social networking in shaping public thinking, driving business and supporting professional development efforts. Therefore, the Company is committed to supporting a user's right to interact respectfully, knowledgeably and socially in the blogosphere and on the Internet through blogging and interaction in other social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with CDG, as well as any other form of electronic communication.

The same principles and guidelines found in CDG policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, vendors, or others who work on behalf of CDG or its legitimate business interests may result in disciplinary action up to and including termination.

➤ General Social Media Usage Guidelines

Know and follow the rules.

Carefully read these guidelines and the other policies contained in this Handbook and ensure your postings are consistent with these policies – including but not limited to, our WORKPLACE POLICIES and ETHICS AND CODE OF CONDUCT POLICIES. CDG will not tolerate inappropriate postings including discriminatory

remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct, and any such postings may result in disciplinary action up to and including termination.

➤ **Be respectful**

Always be fair and courteous to fellow employees, our clients, partners, suppliers and other people who work on behalf of CDG. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or your manager than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage employees, clients, members, suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other characteristic protected by law or company policy.

➤ **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about CDG, fellow employees, clients, suppliers, or other people working on behalf of CDG.

➤ **Post only appropriate and respectful content**

Maintain the confidentiality of CDG trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Do not create a link from your blog, website, or other social networking site to a CDG website without identifying yourself as a CDG employee.

Express only your personal opinions. Never represent yourself as a spokesperson for CDG. If CDG is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of CDG, fellow employees, clients, suppliers, or people working on behalf of CDG. If you do publish a blog or post online related to the work you do or related to subjects associated with CDG, make it clear that you are not speaking on behalf of CDG. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of CDG."

➤ **Using social media at work**

Do not use social media while on work time or on equipment provided by CDG, unless it is work-related as authorized by your manager or consistent with CDG policies. Do not use CDG email addresses to register on social networks, blogs or other online tools utilized for personal use.

Compliance

Failure to comply with these guidelines may result in disciplinary action up to and including termination of employment. CDG is aware of the obligations with regard to protected activity under the National Labor Relations Act (NLRA), and the prohibitions contained in this policy are not intended to infringe upon your rights under the NLRA. More specifically, nothing in this policy is intended to infringe upon any employee's right to engage in NLRA-protected activity involving discussions of wages or working conditions and any such protected activity is not a violation of this policy.