

EMPLOYEE HANDBOOK

Aava Dental



Revised May 2014

CHAPTER 1

INTRODUCTORY POLICIES

1000 – INTRODUCTORY STATEMENT

Welcome! As an employee of Aava Dental (the “Company”), we trust that you will find **your employment to be both rewarding and challenging.**

Because the quality of our employees is the key to our success, we take great care in the selection of our new employees. In turn, we expect employees to contribute to the success of the Company. Also, please understand that all employment at Aava Dental is “at-will”, which is detailed in Section 1001 of this manual.

This Employee Handbook contains the policies and practices in effect at the time of publication and applies to all employees on the Company’s payroll, whether full-time, part-time, and/or temporary employees. All previous handbooks issued, as well as memoranda which may have been published on the subject of policies, procedures, and practices are superseded by this handbook.

The policies and practices contained in this handbook are up to date as of the publication date above. However, as laws and/or Company policies change, some information may become outdated. The Company reserves the right to amend policies and procedures covered in this handbook, other than its employment at-will policy, and will make all reasonable attempts to keep you informed, through memoranda, bulletin board postings, etc., until the publication of subsequent Employee Handbooks can be accomplished. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of the corporation. No oral statements or representations can change the provisions of this Employee Handbook. Any documentation that you receive with addendums/changes to this handbook should be kept with your copy of the Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

This Employee Handbook refers to current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling. Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

This handbook is designed to familiarize you with our major policies and we expect each employee to read this Employee Handbook carefully. Your supervisor or the Human Resources Manager will be happy to answer any further questions you may have.

Human Resources Manager

1001 - EMPLOYMENT-AT-WILL

I UNDERSTAND THAT EACH EMPLOYEE CAN QUIT HIS OR HER JOB AT ANY TIME AND AAVA DENTAL CAN TERMINATE THE EMPLOYEE'S EMPLOYMENT OR CHANGE ANY WORKING CONDITIONS AT ANY TIME WITH OUR WITHOUT CAUSE OR ADVANCED NOTICE.

Every aspect of your employment relationship with AAVA DENTAL (the "Company") is on an at-will basis. As part of your at-will employment, the Company expressly reserves its inherent authority to manage and control its business enterprise and to exercise its sole discretion to determine all issues pertaining to your employment, including all matters concerning promotion, job assignment, the size of the workforce, demotion, transfer, and discipline. Nothing in this handbook or in any document or statement shall limit the right to terminate employment at-will. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Owner of the Company has the authority to make any such agreement, and then, only in a written agreement signed by the Owner and the employee.

1002 - INTEGRATION CLAUSE AND THE RIGHT TO REVISE

This Employee Handbook contains the employment policies and practices of the Company in effect at the time of publication. All previously issued handbooks and memoranda are superseded.

The Company reserves the right-to-revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and approved by the Owner of the Company.

1003 - EQUAL EMPLOYMENT OPPORTUNITY & POLICY AGAINST DISCRIMINATION

The Company provides equal employment opportunities to all qualified persons. The Company policy prohibits unlawful discrimination based on race, color, creed, sex, actual or perceived gender, gender identity, gender expression, sexual orientation, religion, marital status, age [40 or over], national origin or ancestry, pregnancy, physical or mental disability, medical condition, civil air patrol membership, service in the military forces of the State of California or of the United States, genetic information, or any other consideration made unlawful by federal, state or local laws.

The Company is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers. Any employee involved in discriminatory practices will be subject to discipline, up to and including termination.

To assure full implementation of this equal employment policy, we will take steps to ensure that:

1. Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, veteran status, uniform servicemember status, age [40 or over], disability or any other legally recognized protected personal characteristics.
2. Similarly, all other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, and social recreation programs are administered without regard to race, religion, color, veteran status, uniform servicemember status, national origin, citizenship, sex, age [40 or over], disability or any other legally recognized protected personal characteristics.

Employees may raise concerns and make reports without fear of retaliation.

1004 – EQUAL OPPORTUNITY COMPLAINT PROCEDURE

If you believe you have been subjected to any form of unlawful discrimination, you must provide a written complaint to your supervisor, with a copy to the Human Resources Manager, as soon as possible. Your complaint should be specific and should include the names of the individuals involved, conduct you believe to be unlawful and the when it/they occurred, and the names of any witnesses. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. The Company will take appropriate corrective action, including disciplinary action, when it is warranted. The Company will not retaliate against you for filing a

complaint and will not knowingly permit retaliation by management employees or your co-workers.

1005 - NON-DISCRIMINATION AGAINST AND ACCOMODATION OF INDIVIDUALS WITH DISABILITIES

The Company complies with the Americans with Disabilities Act (ADA/ADAA) and applicable state and local laws providing for nondiscrimination in all aspects of the employment process including interviewing, hiring, promotions, employee benefits, transfers, terminations and conditions and privileges of employment, with respect to qualified individuals with disabilities. Accordingly, the Company will not discriminate against any qualified person on the basis that he or she suffers from a physical or mental disability, as defined under federal and state law, is perceived to suffer from such a disability, has a history of such a disability, or has a relationship with or is associated with a person with such a disability.

The Company also provides reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job, provided that the employee is otherwise qualified to safely perform the job and provided that any accommodations made do not create an undue hardship for the Company.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job must contact the Human Resources Manager and request such an accommodation. As part of its commitment to make reasonable accommodations, the Company wishes to participate in a timely, good faith, interactive process with the disabled applicant or employee to determine effective reasonable accommodation accommodations, if any that can be made in response to a request for accommodations. The individual with the disability is invited to specify what accommodation he or she needs to perform the job. The company will also attempt to identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not pose an undue hardship, the Company will make the accommodation.

Also, when appropriate, the Company may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The corporation will not seek genetic information in connection with requests for accommodation. All medical information received by the corporation in connection with a request for accommodation will be treated as confidential.

The Company will not tolerate any act of discrimination on the basis of a person's disability. Any person committing such an act will be subject to disciplinary action, up to and including termination.

1006 - ANTI-HARASSMENT POLICY

Scope

The Company is committed to maintaining a work environment that is free from harassment or discrimination of any kind, and where employees at all levels of the Company are free to devote their full attention and best efforts to the job. Harassment, either intentional or unintentional, has no place in the work environment. Accordingly, the Company will not tolerate any form of harassment, including sexual harassment and harassment based on race, color, creed, sex, actual or perceived gender, gender identity, gender expression, sexual orientation, religion, marital status, age [40 or over], national origin or ancestry, pregnancy, physical or mental disability, medical condition, civil air patrol membership, service in the military forces of the State of California or of the United States, genetic information, or any other consideration made unlawful by federal, state or local laws. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

This policy applies to all agents and employees of the Company, including supervisors and non-supervisory employees, and prohibits harassment of employees in the workplace by any person, including non-employees. It also extends to harassment of or by vendors, independent contractors, and others doing business with the Company. Furthermore, this policy prohibits unlawful harassment in any form including but not limited to e-mail, voice mail, chat rooms, internet use or history, text messages, verbal communications, pictures, images, writings, or gestures. It also prohibits retaliation of any kind against individuals who file complaints in good faith or who assist in a company investigation.

While it is not easy to define precisely what harassment is, it includes, but is not limited to, offensive language, slurs, epithets, jokes, threats, derogatory comments, unwelcome jokes, teasing, or other verbal, graphic or physical conduct which would make a reasonable person experiencing such harassment uncomfortable in the work environment, or which could interfere with the person's job performance.

Definition of Sexual Harassment

One type of illegal harassment, sexual harassment, is defined as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. Sexual harassment is also defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. The definition of sexual harassment includes many forms of offensive behavior, including gender-based harassment of a person of the same sex as the harasser. The following is a partial list of types of sexual harassment:

- Unwanted sexual advances;

- Offering employment benefits (e.g. employment, raise, promotion, training, etc.) in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct: making or using derogatory comments, epithets, slurs, and jokes related to sex or gender;
- Verbal sexual advances or propositions;
- Sexual comments, including graphic comments about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical touching, assault, or other physical conduct, such as invading another person's personal space, as well as impeding or blocking movements.

Employees are expected to refrain from conduct that may be reasonably considered offensive to other employees, outside consultants, applicants or individuals conducting business for the Company. Offensive conduct may be written or oral.

Offensive conduct includes, but is not limited to: the use of profanity, sexual comments or images, racial slurs, gender-specific comments, or comments that would offend someone on the basis of his/her age, race, sexual orientation, religious or political beliefs, national origin or disability.

All employees are expected to treat their co-workers with courtesy, respect and dignity. Any form of harassment is strictly prohibited in our workplace, during working hours and at all Company-sponsored business and social functions, whether on-site or off-site.

Any employee, who believes that he/she, or another employee, has been subjected to sexual harassment or other forms of illegal harassment or discrimination, is encouraged to follow the internal complaint procedure for claims of harassment and discrimination, outlined in the following section.

Other Examples of Harassment

All employees must exercise sound judgment to avoid engaging in conduct that may be perceived by others as harassment of any type. The following are illustrations of

additional actions the Company will not tolerate. Remember, however, that this list is not all-inclusive and there are many other inappropriate actions, words and phrases that the Company will not tolerate in the work environment.

- An employee is retaliated against for complaining of harassment or cooperating in an investigation of harassment.
- An employee uses slurs, epithets, slang, crude names or language based on race or national origin. The use of such words or phrases is prohibited in any language.
- An employee displays or shares with co-workers drawings, pictures or writings that are critical of or make fun of any race or national origin.
- An employee, by words or gestures, ridicules or demeans individuals with handicaps/disabilities, whether mental or physical. This includes jokes about handicaps/disabilities in general.
- An employee, by words or gestures, ridicules or demeans an individual's sexual orientation. This includes jokes about sexual orientation in general.
- An employee, by words or gestures, ridicules or demeans an individual's age. This includes jokes about age or aging in general.

Ways to Avoid Harassing Conduct

All employees are responsible for following this policy and maintaining a work environment that is free from harassment. Often the best way to stop offensive conduct is to simply tell the person of your objection to it. The Company, therefore, encourages employees to do so.

Even if no one has told an employee that the employee's conduct is offensive, the employee is still subject to discipline, up to and including termination, for engaging in harassing conduct. To help avoid the risk of violating the Company's policy against harassment, employees should remember and follow these guidelines:

- A fellow employee may consider touching to be unwelcome or offensive.
- Racial, religious, ethnic, sexual preference, and sexual jokes/epithets, have no place in the work environment.
- Compliments to other employees should be kept general. More specific compliments may be perceived as sexually suggestive.
- Drinking impairs good judgment. No drinking while on the job.

- Do not behave in a way that you would not want your spouse, significant other, children, or clergy person to see.

Employees are strongly discouraged from seeking a romantic or amorous relationship with another employee. While the Company respects the privacy of its employees' personal lives and relationships, if a personal relationship affects the work environment, the Company may find it necessary to become involved. Situations involving direct or indirect reporting relationships may raise issues about managerial judgment as well as fairness to other employees. Under no circumstance may an employee repeatedly ask another employee to date, apply pressure to have a relationship or retaliate in any way due to an employee's decision not to date nor have a relationship.

1007 – REPORTING HARASSMENT

Any employee or other person who believes he or she has been harassed by a co-worker, supervisor, agent of the company, or non-employee should immediately report the facts of the incident or incidents and the names of the individuals involved to the Human Resources Manager. If an employee makes a report to this member of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to any other member of management. Any employee who believes that a violation of this policy has occurred may also file a formal complaint in writing.

All allegations, whether formal or informal, will be investigated, and appropriate corrective action will be taken, up to and including immediate discharge. Complaints will be handled as discreetly as possible, consistent with the need for an effective investigation and appropriate resolution.

Supervisors should immediately report any incidents of harassment to the Human Resources Department. The Human Resources Department will investigate all such claims and take appropriate corrective action, including disciplinary action, when it is warranted. Employees should feel free to report valid claims without fear of retaliation of any kind. Employees will not be subject to retaliation for registering any complaint of unlawful harassment in good faith.

If any employee has any questions concerning this policy, please feel free to contact the Human Resources Manager.

It is the responsibility of each employee to immediately report any violation or suspected violation of this policy to one or more of the individuals identified above.

1008 – INVESTIGATIONS

Investigations are designed to protect the privacy of the parties concerned whenever possible. Findings are discussed only with involved parties and other in positions with a need to know. If it is necessary, an impartial third party may be brought in to assist. If it is found that an employee has unlawfully harassed another employee, management will be notified and appropriate disciplinary action, up to, and including termination of employment will result. The Company will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken against any employee making a good faith report of alleged unlawful harassment or any employee who assists in the investigation of a complaint of unlawful harassment.

The individual, who makes unwelcome advances, threatens or in any way unlawfully harasses another employee, may be personally liable for such actions and their consequences. This policy prohibits retaliation, harassment or other adverse action toward any employee for making a complaint, assisting in an investigation, opposing discrimination or otherwise exercising their rights that are protected by law.

CHAPTER 2

EMPLOYMENT POLICIES AND PRACTICES

2000 – IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with federal immigration laws. These laws require that all individuals submit to a verification procedure once they are hired. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility no later than three days after beginning work. If this is not completed, his/her employment will be terminated immediately. Accordingly, all new hires must complete this procedure.

Providing false documentation or making false statements on the verification shall result in immediate discharge. If, during the course of employment, the Company requests further information relating to the employee's authorization to work in the United States, the employee shall furnish the information requested. Failure to cooperate in furnishing such information will result in disciplinary action, up to and including termination of employment.

2001 – INTRODUCTORY PERIOD

The first ninety (90) days of employment is considered an Introductory Period. The Introductory Period is a time for your supervisor to get to know you and to assess your performance and your potential for success in your new position. It is also a time for you to get to know your supervisor, your co-workers and the Company and to gain a full understanding of the job for which you were hired. Feedback regarding your performance will be given at the conclusion of the Introductory Period. The successful completion of an Introductory Period will not alter the at-will employment relationship that exists, nor is there a guarantee that you will be retained for the full ninety (90) days of your Introductory Period or thereafter. Additionally, the Company, in its discretion, may extend the Introductory Period one or more times if it determines, in its sole discretion, that such an extension is appropriate.

2002 - EXEMPT EMPLOYEES

Employees who are characterized by the Company as exempt from the overtime provisions of state and federal law are paid a salary that is intended to fully compensate them for all hours worked each week; however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee's compensation. That amount is not subject to reduction, because of variations in the quality or quantity of the employee's work. As a general rule, an exempt employee's

salary is not subject to deductions. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. This may occur, for example, when an employee has exhausted all accrued vacation benefits and misses additional full days of work for personal reasons or in the case of unpaid leaves of absence. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Any employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise the Human Resources Department immediately. The matter will be promptly investigated and, if a mistake occurred, corrected. Employees may file complaints without fear of retaliation.

2003 - NON-EXEMPT EMPLOYEES

Non-exempt employees are those employees whose positions are covered by the overtime provisions of state and federal law and who are paid overtime for overtime hours worked. ALL OVERTIME MUST BE AUTHORIZED BY YOUR SUPERVISOR. Failure to receive pre-authorization for overtime may result in discipline, up to and including termination of employment.

2004 – REGULAR EMPLOYEES

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

2005 - FULL-TIME EMPLOYEES

Regular full-time employees are those who are normally scheduled to work and who do work a schedule of 40 hours per week. Following the completion of the introductory period, regular full-time employees are eligible to receive benefits as described in this handbook.

2006 - PART-TIME EMPLOYEES

Part-time employees are those who are normally scheduled to work and who do work less than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees who regularly and consistently work 30 or more hours per week are eligible for some, but not all employee benefits described in this handbook.

2007 - TEMPORARY EMPLOYEES

Temporary employees are those employed for short-term assignments. Temporary employees are not considered to be regular employees and are not eligible for Company sponsored benefits.

The Company reserves the right in its sole discretion to extend these assignments according to the Company's organizational needs at the time. The status of a Temporary employee may change only if the employee is notified of the change in status, in writing, by the Human Resources Department. This requirement does not apply to the termination of a Temporary employee, which may be effective upon verbal notification. Temporary employees shall not expect that their employment status will be changed from Temporary to any other employment status or classification for any reason including, but not limited to, the length of time spent as a Temporary employee.

Since all employees are hired for an unspecified duration, the classifications noted above do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, either with or without cause or advance notice. Nothing in this section alters the at-will nature of the relationship between the Company and its employees, including Temporary Employees.

2008 - INACTIVE STATUS

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds four months will be placed on inactive status. During the time the employee is on inactive status, seniority will not continue to accrue. No benefits, (i.e., vacation, sick leave) will be earned during the entire leave of absence period.

Anniversary dates will be adjusted to reflect the time off of work. Anniversary dates are used to calculate seniority, as well as vacation thresholds (2 weeks to 3 weeks, etc.) and timing of performance appraisals.

2009 - JOB DUTIES

During the hiring process and introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities

2010 – WORK SCHEDULES

The Company is normally open for business between the hours of 7:00 a.m. and 8:00 p.m. The hours of operation may be modified at the discretion of the Company. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or work stations at the start of their scheduled shifts, ready to perform their work.

Exchanging work schedules is strongly discouraged. However, if it is necessary to exchange schedules, you must request an exchange with your supervisor, who may authorize it if possible. Work schedule changes will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or will result in excessive overtime. Exchanging work schedules with others, without your supervisor's approval may result in disciplinary action.

While your manager will strive to achieve consistency where possible, specific work schedules are not guaranteed. The department manager may change work schedules at any time based on the needs of the Company.

2011 - TIMEKEEPING REQUIREMENTS

All non-exempt employees are required to record time worked on a time clock for payroll purposes. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift;
- Immediately after finishing work before your meal break(s);
- Immediately before resuming work after your meal break(s);
- Immediately after finishing work; and
- Immediately before and after any other time away from work.

ANY HAND-WRITTEN MARKS OR CHANGES ON THE TIMECARD MUST BE INITIALED BY THE EMPLOYEE AND HIS/HER SUPERVISOR. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard will not be tolerated. Also, it is important to note that timecards are the property of the Company and must not be removed for any reason. Employees must take and record their meal periods on their timecards, (see "Meal Breaks and Rest Periods" below).

For timekeeping purposes, the workweek begins on Sundays at 12:00 a.m. and ends on the next Saturday at 11:59 p.m. Employee must not clock in any earlier than 7 minutes before the beginning of their shift.

For purposes of accurately recording vacation time used, salaried and exempt employees are also required to record their time on a timesheet.

You should not alter or modify your timecard. Any errors on your timecard should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

2012 - MEAL BREAKS AND REST PERIODS

All employees are required to take a 30-minute unpaid duty-free meal period if they work 5 hours or more in any day. Employees are required to take a second 30-minute unpaid duty-free meal period if they work over 10 hours in any one day unless the employee elects to waive the second meal period as described below.

Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day. Supervisors should schedule meal periods to begin by the end of each employee's fifth hour of work. An employee should notify their supervisor immediately if anyone interferes with the employee's ability to take the required meal break.

The Company will make its best effort provide a lunch area for employees who wish to take their breaks on premises.

Waiver of Meal Period

Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to your supervisor for clarification on whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from the manager. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period

In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Unless the manager directs you

to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period.

Rest Breaks

Employees will receive one paid 10-minute rest break during each four hours that they work. Rest breaks shall be provided in the middle of each work period insofar as that is practicable. Rest breaks may not be combined with each other or added to an employee's meal period. An employee should notify their supervisor immediately if anyone interferes with the employee's ability to take the required rest break.

Questions and Complaints

Employees can bring any questions regarding their meal and rest break rights to the attention of their supervisor or, if they prefer, the Human Resources Department. If any employee is not provided with meal periods or rest breaks under this policy, they should contact the Human Resources Department immediately so this can be corrected. Supervisors and employees are required to comply with these meal and rest period policies. Any supervisor or employee who violates these policies will be subject to disciplinary action, including the possibility of immediate discharge.

Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

Employees should notify the manager to request time to express breast milk under this policy. The Company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact the human resource manager.

2013 – PAYMENT OF WAGES

Paychecks are normally available by 12:00 p.m. in each department. However the

Company reserves the right to distribute paychecks late in the day on payday if necessary. Paychecks may be picked up from the supervisor on duty. If there is an error on your check, please report it immediately to your supervisor.

The Company offers and encourages voluntary automatic payroll deposits for all employees. You may begin and stop automatic payroll deposits at any time. To begin automatic payroll deposits, you must complete the Direct Deposit Form available from Human Resources and return it to payroll 10 days prior to the pay period that the service is to begin. You should monitor your payroll deposit for the first two pay periods after the service begins.

To stop automatic payroll deposit, notify Human Resources in writing, listing your name, the account number of the deposit you wish to cancel, the effective date of the cancellation and your signature. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received within the required 10 days prior to the end of the payroll period.

The employee is responsible for reporting any account number changes or cancellation of bank accounts to Human Resources immediately to avoid payroll and banking errors that could occur and are often difficult to correct. Failing to report changes immediately could result in a delay in receiving your paycheck funds.

2014 - PAY FOR MANDATORY MEETINGS/TRAINING

The Company will pay non-exempt employees for their attendance at meetings, lectures and training programs. A minimum of two hours will be paid to those who are not normally scheduled to work that day, even if the meeting takes less than two hours.

2015 - OVERTIME

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given work day will be counted. ALL OVERTIME WORK MUST BE PRE-AUTHORIZED IN ADVANCE BY A SUPERVISOR. Working unauthorized overtime may result in disciplinary action up to, and including termination of employment. The company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

All hours worked in excess of 8 hours in one workday will be treated as overtime. A workday begins at 12:00 a.m. and ends at 11:59 p.m. Compensation for hours in excess of 8 hours up to and including the 12th hour in one workday shall be paid at the rate of one and one-half times the employee's regular rate of pay. Compensation for

hours worked in excess of 12 hours in one workday shall be paid at double the employee's regular rate of pay.

If a non-exempt employee works more than forty (40) hours in a workweek, the employee will be paid at the rate of one and one-half times the employee's regular pay. A workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

Should the non-exempt employee work seven (7) consecutive days in a row during the workweek, overtime for work on the seventh day will be paid at one and one-half times the regular rate for up to and including 8 hours, and double time for any hours worked in excess of eight on the seventh consecutive day.

For purposes of computing overtime pay, paid time off, such as vacation hours, or early release time initiated by the Company due to a holiday or event, are not considered time worked. Therefore, if a non-exempt employee is out ill and is paid sick time on Monday and works eight hours each day, Tuesday through Saturday, no overtime will be paid for Saturday, because the regular hours actually worked did not exceed forty. Overtime hours will not be pyramided and will be paid in a manner consistent with applicable law.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees per federal and state laws. The Company does not have a compensatory time policy.

2016 - DEDUCTIONS FROM WAGES

Federal and state laws require that the following deductions be made from every employee's paycheck:

- Federal Income Tax
- State Income Tax
- Social Security Tax (FICA)
- State Disability Tax (SDI)
- Medicare

The Company may also make any deductions as required by state or federal law. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the Company that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and the California Department of Industrial Relations. However, the Company may make deductions from exempt employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Negative paid-time-off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with their human resource manager.

2017 - GARNISHMENTS

The Company is required by law to recognize certain court orders, liens, and wage assignments. Prior to any action being taken, the employee will be notified. Every precaution will be taken to ensure that personal information is kept confidential. Although the Company recognizes that a wage garnishment can happen to anyone, processing repeated attachments becomes costly and employees are encouraged to handle personal financial commitments to avoid the involvement of the Company.

2018 - PERSONNEL RECORDS

While personnel records are the property of the Company, you have the right to inspect and/or receive a copy of certain documents in your personnel file and payroll records, as provided by law, in the presence of a Company representative at a mutually convenient time. A request by an employee or the employee's representative to review or receive a copy of his/her personnel file or payroll records must be made in writing to

Human Resources. The Company may request reimbursement for the actual cost it incurs to produce your personnel and/or payroll records.

In order to maintain accurate records, all employees are required to report any change in status, such as address, telephone number, emergency contact, change in marital status or addition of new dependents to Human Resources as soon as possible after the change occurs. Failure to do so may result in missing benefit eligibility and may create other problems of notification.

The Company will restrict disclosure of your personnel files to authorized individuals within the Company. Any request for information contained in personnel files must be made to the Human Resources Manager. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

2019 – EMPLOYEE REFERENCES

All requests for references must be directed to Human Resources. No other manager, supervisor or employee is authorized to release references for current or former employees. It is the Company's policy to disclose only the dates of employment and the title of the last position held by a current or former employee when a reference is requested. If you authorize disclosure in writing, the Company will also provide a prospective employer or lending institution with the information related to your earnings while employed by the Company.

2020 – PERFORMANCE EVALUATIONS

Employees may receive periodic performance reviews at the Company's discretion. The review, if one is provided, will be conducted by your supervisor who will discuss it with you. Formal reviews are typically conducted annually on or near your anniversary date.

Your performance review may evaluate factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude towards others. The performance reviews should help you to become aware of your progress, areas which need improvement and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions.

Salary increases and promotions are made solely within the discretion of the Company and depend upon many factors in addition to performance. After a review, you will be

required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents. You may also use the section provided to add your own comments. Nothing in this section is intended to alter the at-will employment relationship between you and the Company.

2021 - OPEN DOOR POLICY

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the Human Resources Manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, you are encouraged to call or meet with the Owner of the Company.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Does Not Apply to Harassment Claims: This policy does not apply to claims involving sexual or other forms of unlawful harassment. Such claims should be filed immediately with the Human Resources Manager pursuant to the Company's policy against unlawful harassment. They will be addressed in accordance with the provisions of that policy.

2022 – CONFLICT OF INTEREST

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families, or any other individuals, corporations, or business entities.

Situations of actual or potential conflict of interest are to be avoided by all employees. Employees of the Company shall conduct their personal affairs such that their duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the corporation. Personal, financial, or romantic involvement with a competitor, supplier, or employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his/her immediate supervisor or any other appropriate supervisor for a determination as to whether a potential or actual conflict exists. If it is determined that an actual or potential conflict exists, the Company may take whatever corrective action deemed appropriate according to the circumstances and in compliance with state and federal law. Failure to disclose facts may result in disciplinary action, up to and including termination.

2023 - VOLUNTARY TERMINATION

An employee who voluntarily resigns his/her employment or fails to report to work for 3 consecutively scheduled workdays without notice to, or approval by his/her supervisor, will be deemed to have voluntarily terminated employment with the Company. All Company-owned property (vehicles, keys, uniforms, electronic devices, etc.) must be returned to Human Resources immediately upon termination of employment.

2024 – DISCIPLINARY ACTION AND INVOLUNTARY TERMINATION

Violation of Company policies and rules may warrant disciplinary action, up to and including immediate termination. The Company has established a disciplinary guideline that may include verbal warnings, formal written warnings, and suspension. The Company does not have a formal disciplinary procedure and may, in its sole discretion, bypass disciplinary guidelines and utilize whatever form of discipline it deems appropriate depending on the circumstances, up to and including immediate termination of employment. The Company's disciplinary guidelines in no way limit or alter the at-will employment relationship. All Company-owned property (vehicles, fax machines, keys, uniforms, etc.) must be returned immediately upon termination of employment.

CHAPTER 3

STANDARDS OF CONDUCT

3000 - GENERALLY

All employees are expected to act in a professional manner. There is zero-tolerance for foul language, fighting or rude and undesirable conduct.

3001 – DRUG AND ALCOHOL ABUSE

Philosophy

In accordance with the Company's philosophy, the use of drugs and alcohol in the workplace is completely unacceptable. Drug and alcohol use results in excessive absenteeism and tardiness, causes serious mood and behavior changes in individuals, and adversely affects both the quality and quantity of work that an individual produces. In addition, the Occupational Safety and Health Act (OSHA) requires an employer to take appropriate action to maintain a safe work environment. Drug and alcohol use in the workplace poses serious safety and health risks, not only to the user, but to all who work with the user, including but not limited to, co-workers, customers, subcontractors, and suppliers. Therefore, the Company has established the following Policy with respect to drug and alcohol use, and this Policy will apply to your employment. If the Company modifies this Policy, you will receive written notification of such modification.

Policy Statement

Pre-Employment Screening

The Company will maintain pre-employment screening practices designed to prevent hiring individuals who currently use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance. Employees who are rehired or recalled from layoff may also be tested.

Use, Possession, and/or Sale of Drugs or Alcohol

Under the Influence: For purposes of this Policy, the term "under the influence" means that the employee is affected by a drug or alcohol, separately or in combination, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. The Company shall exercise its sole discretion in deciding whether an employee is "under the influence." The Company may rely on one or more of the following: A professional opinion (such as a doctor,

nurse, or psychologist), a laboratory or scientific test, or the observations or opinions of a lay person (such as a supervisor, co-employee, or customer).

1. Alcohol

It is prohibited for any employee to be "under the influence" (as defined above) of alcohol while performing Company business. Consumption or possession of alcohol on Company property, in a Company facility, or in a Company vehicle is prohibited. The term "Company property" under this Policy includes the grounds surrounding a Company facility, including parking areas.

2. Legal Drugs

The use and/or abuse of "legal drugs" (as defined below) may affect the safety of co-workers, subcontractors, customers, or members of the public, the employee's job performance, or the safe or efficient operation of the Company. Except as provided below, use or being under the influence of any legal drugs by any employee while performing Company business, on Company property, or while in a Company facility is prohibited.

"Legal drugs" include only those prescribed drugs and over-the-counter drugs which have been legally obtained and are being used in the manner and for the purpose for which they are prescribed or manufactured.

An employee who uses or is "under the influence" of a legal drug may continue to work if management has determined that the employee does not pose a threat to his or her own safety or the safety of co-workers or subcontractors and that the employee's job performance is not significantly affected by the legal drug. Management may consider the advice of a medical consultant of its own choosing in reaching this determination.

3. Reporting Use of Legal Drugs

For certain job positions, an employee's use of a legal drug can pose a significant risk to the safety of the employee or others. It is your responsibility to ensure that your ability to work safely will not be affected by the medication. If you are in doubt, this should be discussed with your physician. If you are unable to safely work due to the effects of the prescribed medication, you are required to provide a doctor's statement to your supervisor before commencing work.

4. Illegal Drugs

The use, sale, purchase, transfer, manufacture or possession of any "illegal drug" (as defined below) or the possession of "drug paraphernalia" (as defined below) by any employee, while on Company property, in a Company facility, or while performing Company business is prohibited.

Employees may not be "under the influence" (as defined above) of any illegal drug while performing Company business or while on Company property, or in a Company facility or vehicle.

"Illegal drug" means all drugs other than those which are "legal drugs" as defined above. The term includes prescribed drugs not legally obtained, prescribed drugs not used for prescribed purposes, and all illegal drugs or controlled substances such as cocaine, marijuana, amphetamines, heroin, or others.

"Drug Paraphernalia" includes any accessory for the use, storage, manufacture or sale of drugs.

Disciplinary Action

Violation of this Policy can result in immediate disciplinary action, up to and including immediate termination, even for a first offense. Non-compliance with a request by a supervisor or other manager to submit to medical screening, to disclose and explain the nature of any suspected substance, to leave the work area or Company facility, or any other reasonable request will be viewed as insubordination and subject an employee to discipline, including termination for a first time refusal or any subsequent refusal.

Drug and Alcohol Screening

The Company may require a blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons which the Company reasonably suspects of using, possessing or being under the influence of a drug or alcohol, or where other circumstances or workplace conditions justify such screening, including random testing for employees in safety-sensitive positions or after a reportable OSHA accident. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The Company shall determine the manner in which such testing is conducted, with the goal being to ensure that the test results are accurate.

Such a test may be required of all employees involved in any work-related accident or unsafe practice. Periodic retesting may also be required following positive test results and/or any violation of this Policy.

Financial Obligation of the Company

The Company will bear the cost of time, transportation and testing for employees. The Company will pay for pre-employment tests.

Relation to Other Policies

Nothing in this Policy or these procedures shall limit the Company in the discipline of employees. The Company employs all personnel at-will. The employment of any employee may be terminated by the employer or employee, with or without cause or notice.

Revisions and Amendments

The Company may revise and amend this Policy in writing as it deems necessary.

Scope

This Policy applies to all Company employees.

DRUG AND ALCOHOL POLICY
ACKNOWLEDGEMENT

I, the undersigned, have read and understand the Drug and Alcohol Policy located on pages 23 through 26 of the Employee Manual and agree to comply with all rules contained therein.

Employee Signature

Print Name

Date Signed

3002 – ATTENDANCE AND PUNCTUALITY

As an employee of Aava Dental, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your workload must be performed by others, just as you must assume the workload of others who are absent.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report to work on any particular day, you must notify your supervisor at least 2 hours before the time you are scheduled to begin work. If you call less than 2 hours before your scheduled time to begin work, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor of the expected duration of any absence. You must call in on any day you are scheduled to work and will not report to work. This notification must be made to your supervisor only, not a co-worker or other employee. You are required to provide physician verification of illness for periods of absence that exceed 3 days, if confirmation is needed regarding your fitness for work, if absenteeism becomes excessive, or if the validity of your absence is questioned.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated. This company defines excessive absenteeism as more than 5 days absence in a 12 month period. This company defines excessive tardiness as more than 5 tardies in a 12 month period. Approved leaves of absence for medical conditions of the employee, maternity leaves, or to care for an ill family member are exempt from this rule.

If you fail to report for work, without notification to your supervisor, disciplinary action, up to and including termination will result, unless an honest reasonable explanation is given and accepted by the Company at its sole discretion.

If you fail to report for work without any notification to your supervisor and your absence continues for 3 days, the Company will consider that you have abandoned your employment and have voluntarily terminated.

3003 – ATTIRE

All employees are expected to dress business casual while at work. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. In general, employees are expected to wear clean, well maintained clothing and maintain good hygiene. No bare feet or revealing attire is allowed. All employees working in the clinical areas must comply with OSHA safety requirements such as wearing safety glasses, elastic cuffs, etc.

3004 – CONFIDENTIALITY

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its customers, or perhaps even fellow employees. It is your responsibility to in no way reveal, use or divulge any such information unless it is necessary for you to do so in the performance of your duties. Examples of types of confidential information include, but are not limited to:

- Proprietary software or processes
- Pricing formula
- Customer lists
- Patient health information
- Employee lists
- Private employee information
- Business plans
- Databases
- Patient's personal information

Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor.

In addition, an employee's telephone number, address, or schedule should never be released to anyone without the employee's permission. Refer all inquiries, including employment reference checks to the Human Resources office.

Any breach of this policy will not be tolerated and legal action may be taken by the Company.

Additionally, please refer to the applicable Non-Disclosure Agreement that you entered into with the Company (if any).

3005 – CONTACT WITH THE MEDIA

Employees should not speak to the media on the Company's behalf. All inquiries from the press or media should be directed to the Marketing/Public Relations Manager, or the Owner of the Company. Additionally, no media photography is permitted on site without the consent of the above-named management.

CHAPTER 4

OPERATIONAL CONSIDERATIONS

4000 – COMPANY PROPERTY

Desks, vehicles, computers, lockers (if provided) and all other equipment provided for employees' use in the performance of their duties are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. EMPLOYEES SHOULD NOT HAVE AN EXPECTATION OF PRIVACY IN COMPANY PROPERTY. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained from the Owner of the Company or Human Resources before any Company property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. The Company is not responsible for loss or damage to personal property brought into the workplace environment.

Employees should remove any and all personal items at the time their employment relationship with the Company terminates. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

4001 – ACCEPTABLE USE OF ELECTRONIC COMMUNICATIONS

The Company has established this electronic communications policy in an effort to make certain that employees utilize electronic communication devices in a legal, ethical, and appropriate manner that assists rather than interferes with the employees' performance of their duties. Any questions about this policy should be directed to your Manager or the Owner.

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed.

1. Personal Use During Work Hours Prohibited: The e-mail and Internet systems of the Company are part of the business equipment and technology platform and should be used for Company purposes only. Employees' personal use of electronic communications systems (e.g. telephone calls, text messages, e-mails, and use of social media such as Facebook and Instagram) during work hours, except in cases of emergency, is prohibited except during employees' meal and rest breaks.

Employees should only disclose information or messages from the e-mail or Internet systems to authorized employees. Employees do not have a personal privacy right in any matter created on, received through, or sent from the Company e-mail or Internet systems. Therefore, employees should not enter personal matters on the e-mail or Internet systems. The Company, in its discretion, reserves the right to monitor and to access any matter created on, received through, or sent from e-mail or Internet systems. Violation of this policy could result in disciplinary action up to and including termination.

2. Anti-Harassment Policy Applies: The Company's policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.

3. Anti-Discrimination Policy Applies: The Company's anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates the company's anti-discrimination policies or commitment to equal employment opportunity. This includes, as an example, using an electronics communication device to transmit, communicate or post personal opinions of a discriminatory nature, that contain ethnic slurs, racial epithets or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs.

4. May Not Violate Intellectual Property: Employees may not use any electronic communications device in a manner that infringes upon or violates the rights of the Company or any other person, entity, or organization in their confidential information,

trade secrets, and intellectual property including but not limited to trademarks, copyrights, or licenses.

Information and programs found on the Company's electronic communications systems may be subject to copyright and trade secret licenses that restrict the use of the programs. It is the responsibility of the sender to ensure compliance with any agreements before sending electronic communications.

5. Conflict of Interest: Employees may not use any electronic communications device for any purpose that is competitive with or contrary to, either directly or indirectly, the interests of the Company or for any purpose that creates an actual, potential, or apparent conflict of interest with the Company.

6. Non-Solicitation Policy Applies: The Company's policies against improper solicitations and distribution extend to the communications systems. Employees may not use any electronic communications device to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

7. In most cases, e-mail messages should be deleted after they are read. Do not use your electronic mailbox for permanent message storage.

8. Employees should identify all communications as "privileged and confidential." In this manner, the Company can assert any protections, privileges, and rights relating to communications if it becomes necessary to do so.

9. If an employee receives an illegal or inappropriate communication from either an internal or external source, the employee is prohibited from forwarding such a message and should notify his/her supervisor immediately.

Access

The Company must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them in performing their jobs and to promote the Company's interest, all such computers and electronic devices, whether used entirely or partially on the Company's premises or with the aid of Company equipment or resources, must remain fully accessible to the Company and, to the maximum extent permitted by law, will remain the sole and exclusive property of the Company.

Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased or operated in whole or in part by or on behalf of the Company. The Company retains the right to gain access to any information received by, transmitted by,

or stored in any such electronic communications device, by and through its agents, employees, or representatives, at any time, either with or without an employee's or third party's knowledge, consent or approval. Upon request, employees, including former employees, must provide to the Owner or Human Resources Manager in writing, any password they use to gain access to the Company's computers or the Internet, as well as any change to such passwords. Passwords must be otherwise kept confidential and disclosed to another Company employee on only a "need-to-know" basis. Passwords must never be disclosed to any parties outside of the Company.

Compliance is Essential

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including the possibility of immediate termination.

4002 - CONDUCTING PERSONAL BUSINESS

Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. The occasional use of the Company's telephones for a personal emergency or personal business that cannot be conducted after hours may be necessary. However, frequent or routine personal calls are not allowed.

4003 - EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive a Company vehicle or their own vehicle on Company business will be required to show proof of a current, valid driver's licenses and current, effective insurance coverage prior to the first days of employment of use of such vehicle. A Department of Motor Vehicle check is also required of those who drive Company vehicles.

Employees who drive their own vehicles on Company business will be reimbursed at the current established Internal Revenue Service rate.

4004 - BUSINESS USE OF CELL PHONES/TEXTING/USE OF ELECTRONIC DEVICES

Various studies have found that the using cell phones and texting while driving seriously increases the risk of accidents. California law now prohibits these activities. Employees shall not use cell phones or text while driving Company vehicles or while

driving their personal vehicle on Company business. Usage of hands-free cell phone is accepted so long as it complies with California law. Employees must have cell phones turned off or must not answer cell phones (unless hands-free), or text while driving. If the employee needs to use a cell phone or other electronic device, the employee must pull off the road to a safe area before doing so.

Department managers may use their cell phones during working hours and in work areas only when the calls are related to company business. Managers who are authorized to use a cell phone while working should set their ringer to vibrate, or low enough that it does not disrupt guests or other employees.

4005 - PERSONAL CELL PHONE/TEXTING/USE OF ELECTRONIC DEVICES

During work hours, all personal cell phones must be turned off and not kept on employee's person. Likewise, no texting or use of other electronic devices is allowed. The ringing/texting and resultant conversations are distracting to both our customers and other employees. Personal cell phones and other personal electronic devices may be used during your break times outside in the public areas. Employees may advise family members that emergency calls may be made through the main Company telephone line and the employee will be located as quickly as possible.

4006 - EMPLOYEE EXPENSE ACCOUNTS

The Company reimburses employees for business expenses monthly on or before the 10th day of each month for the previous month's expenses. Employees who have expense accounts or who have incurred business expenses must submit required receipts and the expense report to the Senior Accountant no later than the 5th of each month.

On rare occasions, certain expenses may fall outside the definition of what is considered to be normal business expenses. If you have a question as to what types of expenses are reimbursable, please contact the Senior Accountant. Expenses of an unusual nature must be approved in advance.

4007 - PROCESS SERVERS/DELIVERY OF CONFIDENTIAL LEGAL DOCUMENTS

On occasion, a Process Server delivering legal court ordered documents to an employee may request a signature of receipt of delivery. **DO NOT SIGN FOR THESE DOCUMENTS.** Attempt to reach the employee for whom they are intended. If the

employee is not on-site, contact Human Resources or the Owner who are authorized to sign for receipt of the documents and will notify the employee of their receipt.

4008 – COMPANY BULLETIN BOARDS

The Company maintains bulletin boards located at break areas or an area visible to all employees. Bulletin boards are used to provide information to employees concerning schedules, government required postings, upcoming meetings, etc. As the boards must be kept free for Company business, no employee postings, removal or alterations of postings are allowed.

4009 – SOCIAL MEDIA POLICY

Introduction

The company understands that social media sites have joined the mainstream of day-to-day communications and allow participants to share and retrieve various kinds of information. However, use of social media also presents certain risks and carries with it certain responsibilities. Because postings and communications transmitted on these sites can potentially have a more powerful impact than statements made directly to another person who is in the same room, the Company has established guidelines to assist employees to understand examples of conduct that is not permissible.

This policy reflects the company's commitment to meet its legal obligations and reputational interests. The policy emphasizes the importance of common sense and exercising good judgment. In keeping with this premise, employees must follow the same standards that apply to other activities and behavior when communicating on social media sites or online.

This policy applies to all employees (temporary and regular) who work for the Company.

General Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. 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 the Company, as well as any other form of electronic communication.

The same principles and guidelines found in this Handbook apply to your activities

online. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Employees are expected to use their time at work and company resources in an appropriate manner. Work time should be spent on work-related matters. Accordingly, employees are prohibited from using the Company's facilities and equipment, including Company supplied computers and devices, intranet, and electronic resources to engage in social media activities, unless specifically authorized by the Company in writing.

Be Respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolved work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy 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 customers, members, other employees or 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 status 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 about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company, or competitors that you know to be false.

Post Only Appropriate and Respectful Content

Employees must comply at all times with the Company's policies against unlawful harassment and discrimination. Consistent with these policies, employees should be respectful of one another and should never participate in communications in a manner that unlawfully harasses or discriminates against another employee, customer, supplier or vendor, based on that individual's race, color, creed, sex, actual or perceived gender, gender identity, gender expression, sexual orientation, religion, marital status, age [40 or over], national origin or ancestry, pregnancy, physical or mental disability, medical condition, civil air patrol membership, service in the military forces of the State of

California or of the United States, genetic information, or any other consideration made unlawful by federal, state or local laws.

- The Company maintains significant efforts to protect its trade secrets and confidential or proprietary information. Trade secrets may include information regarding the development of systems, processes, know-how and technology. Employees should never post, share or improperly disclose or disseminate information such as internal reports, policies, procedures or other internal business-related confidential communications to outsiders or third parties. This includes postings and communications using social media.
- Employees must adhere to all applicable privacy and confidentiality policies regarding patients.
- Employees should not use the Company's logo, letterhead or name when communicating on social media sites without the express permission and approval of management.
- Employees should remain aware that postings and communications transmitted on social media sites are not private. Employees should consider how any communication might be perceived or what might happen if a posting or statement becomes known by third parties or is more widely shared or distributed than intended. They should also consider how it may reflect on the employee and the Company. In some instances, search engines may locate communications long after they are originally posted or sent, and information, postings and communications can be forwarded or copied.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company 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 the Company, fellow associates, members, customers, suppliers, or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. 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 Aava Dental."
- Do not create a link from your blog, website, or other social networking site to the Company website without identifying yourself as a Company employee.

Do Not Post Confidential Information

As with any communication regarding confidential or protected information (such as

patient information protected by HIPAA), Employees are prohibited from disclosing such information. This applies to all types of communication including social media activities.

Using Social Media at Work

Refrain from using social media while on work time or on equipment provided by the Company, unless it is work-related as authorized by your manager. Do not use the Company's e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

Monitoring

The Company has vital interests in its reputation and in legal compliance. In order to protect these interest, the Company retains the right to monitor activities and gain access to any information that uses, is received by, is transmitted by, or is stored in any company owned, leased or operated electronic communications device, computer, electronic resource, intranet, or equipment. It also reserves the right to monitor activities and respond to communications that in any way mention or refer to the Company or its products, services, employees, suppliers, vendors or business partners. Employees should not assume that activities involving the use of any of the Company's computers, communications devices, equipment or resources are private or confidential.

By using the Company's e-mail and Internet systems, employees consent to this policy and the Company's right to monitor and access electronic information, including, but not limited to, e-mail and voice-mail communications.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Unauthorized or inappropriate use of the Company's electronic communications system, including violation of this policy, may result in disciplinary action, up to and including immediate termination.

4009 - INSPECTION OF WORK AREAS

To protect the property and to ensure the safety of all employee, patients, and the Company, the Company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Company's premises. In addition, the Company reserves the right to search any employee's office, desk, files,

locker, equipment, or any other area or article on the Company's premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Company. By signing the "Acknowledgement of Receipt of Employee Handbook," an employee consents to such searches.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Any employee working on or entering or leaving the premises who does not cooperate in any inspection, as well as employees who after the inspection are believed to be in possession of stolen property, alcohol, or illegal substances, will be subject to disciplinary action, up to and including discharge. The Company is not responsible for any personal items placed or left in storage areas that may be subsequently lost, damaged, stolen or destroyed. Valuables should be left at home. Employees are also advised to leave behind at their residence any item which he/she would not want discovered during an inspection.

4010 – VIOLENCE AND SECURITY IN THE WORKPLACE

The Company is committed to providing a safe and respectful environment for everyone who works or visits here. To that end, we have ZERO TOLERANCE FOR ACTS OR THREATS OF VIOLENCE. We define "workplace violence" as actions or words that endanger or harm another employee or result in another employee having a reasonable belief that he or she is in danger.

Every employee is responsible for maintaining a violence-free workplace and is expected to report the occurrence of any violent incident to management or human resources promptly. Possessing weapons on company premises or at company functions is considered a threat of violence and is prohibited. Threats also include, but are not limited to, indications of any intent to harm a person or damage company property. Such threats, whether expressed directly or indirectly, verbally or by gesture, are strictly banned.

The following are examples of threats and behavior that will not be tolerated:

- Racial or sexual insults, name calling, or other verbal abuse of another person. Statements such as "you're going to be sorry you did that to me" or "bosses who act like that should be killed", (indirect threats);
- Statements such as "I'll break your bones next time" (direct threats); Hitting/shoving motions or obscene gestures (non-verbal threats); and
- Any other behavior that causes others to feel unsafe (such as bullying).

In addition, physical violence or aggressive physical contact of any kind will not be tolerated under any circumstances.

Company policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented by the human resources department and may be reported to law enforcement, as well as the possibility of immediate termination.

The security of facilities, as well as the welfare of our employees requires that every individual be constantly aware of potential risks. If you witness acts of violence or intense anger, you should report this to your supervisor and Human Resources immediately.

CHAPTER 5

EMPLOYEE BENEFITS

This section of the manual is designed to acquaint employees with some of the significant features of the Company's benefit programs. However, it is important to note that more detailed information is set forth in the official plan documents and insurance policies that govern the plans. Accordingly, should there be any real or apparent conflict between the brief summaries contained in this manual and the terms, conditions, limitations or exclusions of the official plan documents, the provisions of the official plan documents supersede the summaries in this manual.

5000 - Holidays

Aava Dental observes the following paid holidays to all regular, full-time employees:

- New Year's Day
- Independence Day
- Thanksgiving Day and the day after
- Christmas Day

When a holiday falls on a Saturday, it is observed on Friday before the holiday. When a holiday falls on Sunday, it is observed on the following Monday.

Eligibility for holiday pay for non-exempt employees begins after completion of the Introductory Period. Only employees designated as regular, full-time employees, (scheduled to work 40 hours or more per week on a regular basis) are eligible for holiday pay. Part-time and temporary employees are not eligible to receive holiday benefits.

To be eligible for holiday pay, non-exempt employees must be regularly scheduled to work on the day on which the holiday is observed and must work their regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by their supervisor. Part-time employees are not eligible for holiday pay.

Terminating employees do not receive holiday day payment, unless the holiday falls during the last pay period prior to their termination date and they are eligible for holiday pay.

5001 - VACATIONS

Full-time, regular employees who consistently work 40 or more hours per week are eligible to accrue vacation pay. Vacation shall be earned and accrued on a per pay period basis according to the following schedule:

0 to 1 years of active service	No vacation time accrued
1 to 3 years of active service	1 week's vacation to be accrued
4 to 5 years of active service	2 weeks' vacation to be accrued
6 to 9 years of active service	3 weeks' vacation to be accrued
10 or more years active service	4 weeks' vacation to be accrued

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment. Temporary and part-time employees do not accrue paid vacation.

Vacation can accrue up to a maximum of the annual accrual amount. Once this cap is reached, no further vacation will accrue until vacation time is used. When some vacation time is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Additionally, you must work your regularly scheduled work days immediately preceding and immediately following your requested vacation days. Should you call in sick or otherwise extend your vacation, you must present a doctor's certification of such; otherwise you will not be paid for the additional vacation day (s) as requested. Also, vacation hours do not count toward overtime. Only hours actually worked count towards overtime.

Although an eligible employee may accrue vacation during the first 6 months of employment, he/she may not take any vacation until after the completion of his/her 6 months of employment. At that time, the eligible employee may take 1 week of vacation, whenever work schedules permit. Vacation schedules must be coordinated with your supervisor and a vacation request form must be submitted to your supervisor in advance for his approval signature. It should be recognized that, in some cases, it may be difficult to fit in vacation time and that vacations may have to be deferred.

Employees on unpaid leave do not accrue vacation time. If a paid holiday occurs during your vacation period, that holiday will not be deducted from your vacation bank.

Employees are not entitled to take unearned vacation. Moreover, the Company will not provide pay in lieu of vacation, with the exception that employees whose employment terminates will be paid for accrued unused vacation.

5002 - BENEFITS

Dental

The Company offers free dental work, not to exceed Two Thousand Dollars (\$2,000) per year, to each full-time employee who has already completed the introductory period. The employee is however responsible for payment of laboratory costs associated with the services rendered. The Company reserves the right to modify or eliminate this benefit at any time, in its discretion.

State Disability Insurance

Each Employee contributes to the State of California to provide disability insurance, pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness, injury not caused by employment at the Company, pregnancy-related disability, or when you are entitled to temporary worker's compensation at a rate less than the daily disability benefit amount.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

Unemployment Compensation

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the human resource manager.

Worker's Compensation

Injuries or illness suffered while an employee is on the job performing services for the Company or related to work performed for the Company is covered by provisions of the Worker's Compensation Insurance Act. Benefits for workers compensation may include payment of medical treatment or hospitalization, partial wage replacement and death

benefits. The Company pays the full premium for worker's compensation insurance. All employees are covered by worker's compensation insurance. Coverage is effective on your first day of employment and ends on the last day of employment.

In the event that you are injured or fall ill due to a work-related incident, notify the Human Resources Manager immediately, so that appropriate medical care can be obtained by an authorized healthcare provider, and appropriate forms may be submitted to the worker's compensation insurance carrier. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. A thorough investigation of each incident will take place to determine the cause and allow the Company to take appropriate action to prevent such incidents in the future.

Neither the Company, nor its worker's compensation insurance carrier is liable for illness or injury which arises out of an employee's voluntary participation in any Company off-duty recreational, social, or athletic activity. This includes any sporting activities that may occur during non-paid segments of the workday.

5003 – RETIREMENT BENEFITS

Social Security: During your employment, you and the corporation both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

5004 – LEAVES OF ABSENCES

The Company, at its sole discretion, may grant leaves of absence without pay to employees under special circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or the Human Resources Manager during your leave, and to give prompt notice if there is any change in your return date.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after accrued and unused vacation and sick leave are exhausted.

If your leave expires and you have not contacted your supervisor or the Company, it will be assumed that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will be credited with the full employment status, which existed prior to the start of the leave.

If an employee fails to return to work at the end of any authorized leave without an extension from the employee's healthcare provider, the employee will be subject to termination, unless he/she is eligible for another form of leave. The Company will make reasonable efforts to return the employee to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Any leaves taken under this provision, that qualify as leaves under the state and/or federal family/medical leave acts will be counted as family/medical leave and charged to your entitlement of 12 work weeks of family/medical leave in a 12 month period.

You may be eligible to apply for State Disability Insurance ("SDI") benefits which may provide you with short-term disability pay after a seven day waiting period or the first day of hospitalization, whichever comes first. This benefit is offered through the California Employment Development Department ("EDD"). You may obtain a claim form from your doctor's office. The duration of the State Disability Benefits are dependent on the length of your disability as documented by your doctor. If you have any questions about SDI benefits, please contact the EDD directly.

Outside Employment While on Leaves of Absence

You may not be employed with any employer other than the Company during your leave of absence. Leaves are granted due to the fact that you have a medical, pregnancy condition or that you must care for the above stated relatives. Should you be employed with another employer during your leave of absence, your employment with the Company will result in immediate termination, as you will be considered to have voluntarily resigned.

Please contact the Human Resources Department to obtain the appropriate leave of absence request forms.

Leave of Absence Offset Provisions

The employer intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the employer's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the employer (if the employee had requested the opportunity to do so) shall be credited against the maximum leave on limits established in each of the policies that provided the employee a basis to request a leave.

For example, if an employee takes a leave of absence under the Family and Medical Leave policy, the time off shall be charged against the maximum time off available under that policy. It shall also be charged against the maximum time off available under the employer's separate medical leave of absence policy, even though it is not granted under that policy. Similarly, any leave of absence taken under the medical leave of absence policy will be charged against the maximum time off available under both that policy and the Family and Medical Leave of absence policy, if the employee qualifies for leave under both policies. Exceptions to this offset provision will be made only where required by law.

5005 – MEDICAL LEAVES

A medical leave of absence may be granted for non-work related temporary medical disabilities for up to four months with a doctor's written certification of disability. It is important to note the "Leave of Absence Offset Provisions" in Section 5006 regarding overlapping types of leaves of absence. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave, the Company will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any accrued vacation time.

A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of four months of leave, whichever occurs first.

If returning from a non-work related medical leave, you will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing positions.

California worker's compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Company intends to fully comply with these laws.

Any leave taken under this provision, that qualifies as leave under the state and/or federal family/medical leave acts, will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12 month period.

5006 – PREGNANCY-RELATED DISABILITY LEAVE

All employees are eligible for an unpaid disability leave due to a disability resulting from

pregnancy, childbirth or a related medical condition for up to four months (17 1/3 weeks) per pregnancy. This means that the employee is unable to perform one or more essential functions of her job without undue risk to herself or to other persons or without undue risk to successful completion of her pregnancy. You may also be eligible to transfer to a less strenuous or hazardous position/duties if such a transfer is medically advisable and can be reasonably accommodated.

Leave taken for pregnancy disability does not have to be taken at one time. Leave can be taken before or after birth or at any period of time the woman is physically unable to work because of the pregnancy or pregnancy-related condition. Periods of leave may be totaled in computing the four months of leave.

Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Medical insurance benefits will continue under the same terms and conditions applicable to employees not on leave during your leave in accordance with California law. During this time the employee will be responsible for paying his/her portion of the monthly premium(s). When the above period expires, the employee may continue his/her medical insurance coverage by making arrangements with the human resource manager to pay the entire monthly premium in advance each month.

The Company may recover from the employee premiums paid while the employee was on pregnancy disability leave if the employee fails to return at the end of the leave and the employee's failure to return is for a reason other than: (1) taking CFRA leave; (2) continuation or recurrence or onset of health condition that entitles employee to pregnancy disability leave; (3) non-pregnancy related medical conditions requiring further leave; and (4) any other circumstance beyond the control of the employee, including where the Company is responsible for the employee's failure to return.

Upon return from a covered pregnancy disability leave, the Company will make all reasonable efforts to restore the employee to the same position, or to an available comparable position in accordance with state law.

The right to take leave to take pregnancy disability leave is separate and distinct from the right to take leave of absence as a reasonable accommodation under CFRA (see below) and the Company's offsetting provision does not apply to these two leaves.

The Company will not discriminate against any employee who is entitled to and takes pregnancy disability leave.

Procedure: You must give the Human Resources Manager at least 30 days' advance notice if your need for pregnancy-related disability leave or transfer is foreseeable; otherwise please give the Human Resources Manager notice of your need for leave or

transfer as soon as is practical. The employee should make an appointment with the Human Resources Manager so that the following may be explained:

- Employees who need to take pregnancy disability must provide a written notice that the employee intends to take a pregnancy disability leave and/or transfer. The notice should include the anticipated timing and duration of the leave or transfer. This notice should be delivered to your supervisor, with a copy to the Human Resources Manager.
- Employees must consult with the Human Resources Manager and their supervisor regarding the scheduling of any planned medical treatment, so as to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee.
- If requested by the employee and recommended by the employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
- Temporary transfers due to health considerations will be granted where possible. However, the employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
- An employee must use accrued and unused sick time (if otherwise eligible for sick time) during a pregnancy disability leave. An employee will be allowed to use accrued and unused vacation (if otherwise eligible for vacation time) during a pregnancy disability leave.
- Pregnancy leave usually will begin when ordered by the employee's physician. The employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy.
 - The probable duration of the period or periods of disability, and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Returns from a leave of absence will only be allowed when the employee's physician sends a written release authorizing a return to work.

- Duration of the leave will be determined by the advice of the employee's physician, but disabled employees may take up to four months (17 1/3 weeks) of leave per pregnancy. Full-time employees who work 40 hours a week would be entitled to 693 hours of leave. A part-time employee who works 20 hours per week would be entitled to 346.6 hours of leave. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits and our policy for other disabilities, please contact Human Resources.

5007 – PAID FAMILY LEAVE PROGRAM (PFL)

The State of California has established a "Paid Family Leave Program" as part of the SDI (State Disability Insurance Program) that may provide up to six weeks of wage replacement benefits to workers who take time off work for the following reasons:

1. care for a seriously ill child, spouse, parent or domestic partner, or
2. to bond with a new child, or a child in connection with adoption or foster care placement.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use up to two weeks of accrued but unused vacation leave prior to receiving PFL benefits. This use of vacation time will go towards the seven-calendar-day waiting period.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to the California Family Rights Act, the Federal Family and Medical Leave Act or any corporation provided leave. Employees should therefore ask the Human Resources Department whether they qualify for a leave under any other Company policy such as the Family and Medical Leave (FMLA) policy.

Additional information may be obtained from the Human Resources Department.

Restatement of Leave of Absence Offset Provisions

The Company intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two or more leave of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the employer's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the employer (if the employee had requested the opportunity to do so) shall be credited against the maximum leave on limits established in each of the policies that provided the employee a basis to request a leave.

For example, if an employee takes a leave of absence under the Family and Medical Leave policy, the time off shall be charged against the maximum time off available under that policy. It shall also be charged against the maximum time off available under the employer's separate medical leave of absence policy, even though it is not granted under that policy. Similarly, any leave of absence taken under the medical leave of absence policy will be charged against the maximum time off available under both that policy and the Family and Medical Leave of absence policy, if the employee qualifies for leave under both policies. Exceptions to this offset provision will be made only where required by law.

5008 – PERSONAL LEAVE

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks.

Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. The intent of “excused absences” without pay is generally used for unavoidable personal reasons, such as caring for a seriously ill relative or court appearances, etc. This is not meant to be used for voluntary reasons, i.e. to add on to vacation time, etc.

In order to minimize disruption, the employees must submit their request for each day off one week ahead of the request. For each additional consecutive days of personal leave, each employee should provide an additional week of notice. So, all requests for personal leave should be made based on the following schedule:

- 1 "Consecutive" Day Requested = 1 Week Notice Required
- 2 "Consecutive" Days Requested = 2 Weeks Notice Required
- 3 "Consecutive" Days Requested = 3 Weeks Notice Required

5009 – TIME OFF FOR VOTING

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may request up to 2 paid hours off in order to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours. When possible, the employee shall give his or her supervisor at least two days’ notice that time off to vote is needed.

5010 – SCHOOL ACTIVITIES

If an employee who is the parent or guardian of a child who is suspended is required to appear at the child’s school, the employee may take time off without pay if they provide reasonable advance notice to their human resource manager of the need for time off.

Employees who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child’s school or day care facility unless employed at a worksite with less than 25 employees. This leave should not exceed 8 hours in any calendar month. Requests for such leave

must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Pursuant to California Labor Code Section 230.7, no discriminatory action will be taken against the employee for taking time off for this purpose.

5011 – RECREATIONAL ACTIVITIES AND PROGRAMS

The Company or its insurer will not be liable for the payment of Worker's Compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work related duties.

5012 – WORKERS' COMPENSATION

The Company, in accordance with state law, provides insurance coverage in case of work-related injury. This insurance is provided at no cost to you. The workers' compensation benefits provided to injured employees may include:

1. Medical care;
2. Cash benefits, tax free, to replace lost wages;
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

1. Immediately report any work related injury, no matter how small, to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim.
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to Human Resources. You may obtain this form from your Supervisor or Human Resources.

4. Provide the Company with a certification from the healthcare provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

You are required to use the physician, clinic or, if off hours or serious emergency, the hospital designated by the Company for the first 30 days. If, after 30 days, you wish to go to your personal physician, you are free to do so, however, you must notify Human Resources of the change. Before 30 days from the date of injury, you may choose to go to your own physician or clinic for treatment, only if, prior to your injury, you have completed a written pre-designation form, naming your own personal physician or clinic that has treated you before and maintains your medical treatment records. Effective January 1, 2003, this form was given to all new hires. Employees who were hired prior to January 1, 2003, have been notified on a regular basis and can obtain a physician pre-designation form from Human Resources.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed, rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job, because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act, (ADA).

Modified Work/Early Return to Work/Reasonable Accommodation Policy

In order to minimize serious disability due to on-the-job injuries and to reduce the effects to our injured employees, the Company has developed the following policy to deal with time loss claims in which the employee can be offered modified work on a temporary basis.

Modified jobs may be identified after obtaining and examining the injured employee's physical limitations or restrictions. "Modified" might be the employee's regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around the employee's restrictions.

A modified job offer will be made only when the work is available and of benefit to the company. The modified job, if offered, will end with the date the employee receives a

physician's release and may be ended at any time if there is no longer a need for the modified work. Each case will be assessed individually based on need. Modified work may not be implemented in every time loss claim. Wages will not necessarily be the same as that of the regular job.

On-the-job injuries and occupational diseases will be handled by a team consisting of the injured employee, his or her supervisor, the Human Resources Manager, the company owners, the insurance company, and the injured employee's physician. The team approach is the most effective method for achieving a return to productive work at the earliest opportunity. Any questions may be directed to the Human Resources Manager.

ACKNOWLEDGEMENT OF RECEIPT

I certify that I have received my copy of Aava Dental's Employee Handbook. I understand and agree that it is my responsibility to read, understand and adhere to Company policies and procedures and will familiarize myself with the contents of the handbook. If I have any questions or concerns, it is my responsibility to ask the Human Resources Manager.

I understand that, except for employment at-will status, any and all policies or practices, other than those which are legally mandated (i.e., how overtime is paid, etc.), can be changed at any time by the Company. Aava Dental reserves the right at its sole discretion to change my hours, wages and working conditions at any time, with or without prior notice. I understand and agree, that, other than the Owner of the Company, no manager, supervisor or representative of Aava Dental has authority to enter into any agreement for employment, other than at-will. Only the Owner has the authority to make any such agreement, and, then, only in a written agreement signed by the Owner and the employee.

I understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment, and, that, employment at Aava Dental is employment at-will; employment which may be terminated at the will of either the Company or myself, with or without cause and with or without notice. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Aava Dental and me concerning the duration of my employment and the circumstances under which my employment may be terminated. This supersedes all prior agreements, understandings and representations concerning my employment with Aava Dental and represents a final and binding agreement with respect to the "at-will" nature of the employment relationship.

I further understand and agree that all acts of discrimination, harassment, or illegal behavior must be brought to the attention of the owner and/or a manager immediately.

By using the Company's e-mail and Internet systems, I consent to this policy and the Company's right to monitor and access electronic information, including, but not limited to, e-mail and voice-mail communications.

A COPY OF THIS ACKNOWLEDGMENT SIGNED BY YOU WILL BE KEPT IN YOUR PERSONNEL FILE.

Print Name: _____

Employee's Signature _____

Date _____