

Build-It-Yourself

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June 18, 2018

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Core Policies

1.0 Welcome

1.1 *A Welcome Policy*

Build-It-Yourself offers an art and engineering program driven by technology-in-education research at MIT. Our mission is to inspire and guide the next generation of builders to use technology creatively and collaboratively in a unique global laboratory. In short, we aim to make it a ton of fun to build contraptions, websites, computer games and robots.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Build-It-Yourself reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Supervisor.

2.0 Introductory Language and Policies

2.1 *Ethics Code*

Build-It-Yourself will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and team members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Installing unlicensed software is grounds for immediate termination. Build-It-Yourself will aggressively take whatever action the law permits to enforce intellectual property rights.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Build-It-Yourself is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Job Descriptions

Build-It-Yourself attempts to maintain a job description for each position.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to team members.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

Hourly Workshop Leader and/or Developer

Job Description:

Workshop leaders are responsible for delivering live instruction onsite and/or online as defined in Workshop Leader Guidelines. Developers are responsible for delivering work as defined in a project plan (on time and to specification).

Compensation:

Workshop Leaders / Developers are paid an hourly rate per their job offer letter or subsequent job description modification letters. Onsite workshop leaders may add an additional 30 minutes to their time-sheets for setup and clean up. Only teaching time and set up/cleanup is compensated (lunch time, break time or commute time are not paid.) Build-It-Yourself will compensate Workshop Leaders / Developers for up to 8 hours of training time and up to 4 hours of orientation administration time.

Benefits:

Benefits include workers compensation, flexible schedule and work location. (primarily for developers)

Salaried Exempt Employees

Job Description:

Salaried exempt employees are responsible for meeting the Build-It-Yourself

business plan goals.

Compensation:

Salaried Exempt Employees are paid a fixed amount per their offer letter. Annual bonuses are defined based on meeting goals in our business plan. Stock option plans are defined by the Build-It-Yourself Board of Directors.

Benefits:

Benefits include workers compensation, flexible schedule and work location. (primarily for developers)

3.3 *Employment Authorization Verification*

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Build-It-Yourself. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Build-It-Yourself reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Direct Deposit

Build-It-Yourself requires all team members to enroll in direct deposit. You will be provided a direct deposit form that must be completed within the first 3 days of employment to assure you will receive your first deposit on time. If you did not receive a direct deposit form please inform your Supervisor and they will provide the form. If you do not have a bank account you may purchase a pay card to receive deposits.

With our direct deposit payroll service, a written explanation of your deductions will be available online. Employees can go to www.paychexflex.com and sign up for their own online accounts. This account will allow employees to view their pay stubs. If you have any difficulties setting up your account please notify your supervisor.

All Build-It-Yourself employees must complete the forms below before their first paycheck:

1. Employee job offer acceptance email
2. Employee information form
3. Employee HR Manual Signature Page
4. I-9 Employment Eligibility Verification Form
5. W-4 IRS Tax Form
6. CORI
7. SORI
8. Criminal Record Finger Print Check
9. Certain Build-It-Yourself customers may require additional forms.

4.3 Introduction to Wage and Hour Policies

Introduction

Hourly employees are paid an hourly rate based on their time sheet and based on their job offer letter or subsequent job description modification letters. Salaried, exempt employees are paid a fixed amount based on their job offer letter or subsequent job description modification letters. If you have any

questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Supervisor.

Payroll

The Build-It-Yourself pay cycle is biweekly. You must submit your time-sheet before 12:00AM EST on the Tuesday before your biweekly pay date. Payments will be automatically deposited electronically into the bank account you provided to Build-It-Yourself, usually on the Friday of the same week you submitted your time-sheet. This may vary depending on your bank's policies.

Federal and state taxes are automatically deducted from your paycheck.

Changing Pay Details

You must advise the Build-It-Yourself human resources director via email to support@build-it-yourself.com should you wish to change any pay details such as changing or closing of your bank account. You must notify Build-It-Yourself prior to the date you wish for the change to be effective by.

4.4 Job Abandonment

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Build-It-Yourself.

4.5 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Build-It-Yourself.

Build-It-Yourself will reimburse employees for pre-approved expenses incurred by employees in the proper performance of their duties. Reimbursement will be subject to employees providing BIY with receipts or other evidence of payment and of the purpose of each expense. Employees will be required to complete the Expense Reimbursement Form which is included in the Office Forms section of this Manual.

Build-It-Yourself will reimburse for pre-approved travel expenses for work assignments outside 100 mile radius of 269 Pearl Street Cambridge MA based on the minimum mileage to complete said travel. Build-It-Yourself will reimburse the cost of meals up to \$25 per day and the cost of hotel or other accommodations up to \$150 per night. Total expenses must be estimated and approved before departure on the work assignment. There is no reimbursement for travelling to and from work assignments inside a 100 mile radius of 269 Pearl Street Cambridge MA.

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form. In certain circumstances Build-It-Yourself will make exceptions to this policy at their discretion.

Insurance

The Company does not pay for personal travel insurance for employees.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. Your supervisor must authorize any deviation from this policy.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Performance Improvement

Build-It-Yourself will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your manager or supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.2 Problem Solving Procedures

Build-It-Yourself strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of Build-It-Yourself, management, its team members, vendors, customers, or any other persons or entities related to Build-It-Yourself, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.3 Standards of Conduct

Build-It-Yourself wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of

employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policies), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working time (refer to policy on nonsolicitation).
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Intentionally providing information that is not accurate on a time sheet such as but not limited to hours of work performed or tasks listed.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act (NLRA).

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Build-It-Yourself are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company team members or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. Your Supervisor is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through your Supervisor.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.2 Employer Sponsored Social Events

Build-It-Yourself holds periodic social events for team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by your Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.3 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of team members, visitors, and others, Build-It-Yourself has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your supervisor.

6.4 Off-Duty Use of Employer Property or Premises

You may not use Build-It-Yourself property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes but is not limited to the use of tools, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.5 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Build-It-Yourself. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for

others with sensitivities or allergies.

The Company will make every effort to reasonably accommodate team members with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.6 Personal Cell Phone/Mobile Device Use

While Build-It-Yourself permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from your Supervisor. The use of personal devices is limited to certain team members and may be limited based on compatibility of technology. To ensure the security of Company information and it's customers, you may be required to pass virus scans, inspections or other required tests to assure your device will not negatively impact others on the network. If you are authorized to use a personal device, the Company will not be liable for the cost of operating the device including but not limited to data usage, damages while on work assignment or any other costs you endure.

Nothing in this policy is intended to prevent team members from engaging in

protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.7 Personal Data Changes

It is your obligation to provide Build-It-Yourself with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your Supervisor.

6.8 Security

All team members are responsible for helping to make Build-It-Yourself a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of team members, customers, or guests of the Company. Safety and security is the responsibility of all team members and we rely on you to help us keep our premises secure.

6.9 Social Media Policy

At Build-It-Yourself, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company.

Guidelines

For purposes of this policy, **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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or

libelous statements against any customer, manager, owner, or team members of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others 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.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

6.10 *Third Party Disclosures*

From time to time, Build-It-Yourself may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to your Supervisor. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your Supervisor.

6.11 *Workplace Privacy and Right to Inspect*

Build-It-Yourself property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any team members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.2 Regular Full-Time Personnel

Regular full-time team members are those who are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at Build-It-Yourself are for regular full-time team members only.

7.3 Regular Part-Time Personnel

All team members who work fewer than 30 hours per week are considered part time. Part-time team members are not eligible for Build-It-Yourself benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.4 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by Build-It-Yourself and provides temporary income for team members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.5 Military Leave (USERRA)

Build-It-Yourself complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor.

8.0 Safety and Loss Prevention

8.1 Policy Against Workplace Violence

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of Build-It-Yourself, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

Upon signing the handbook acknowledgment form, you expressly acknowledge and agree to the following terms regarding the intellectual property and confidential information during your employment at Build-It-Yourself.

You expressly acknowledge and agree that all research and development, together with any Work Product, are intended to be used for BIY's benefit, to assist BIY in the conduct of its business. BIY will have the right to use, reproduce and adapt any such Work Product for that purpose.

As material consideration for Build-It-Yourself's execution of this Agreement, you expressly acknowledge and agree that :

(1) any nonpublic information you obtain in the course of employment at Build-It-Yourself under this Agreement, with respect to potential, past and current products and services of Build-It-Yourself (collectively, "Products") shall be deemed "Confidential Information" as that term is defined below, and

(2) you will not at any time during the term of this Agreement, directly or indirectly, solicit, entice, request, divert, recruit or induce any current employee to leave Build-It-Yourself's employ or otherwise terminate that person's relationship with Build-It-Yourself. You further agree that during the term of this Agreement, you will not become or be employed, directly or indirectly, by, nor will you provide consulting services to any company that is working on a final product that is a key component of any competitive business, unless otherwise approved in advance by Build-It-Yourself in its sole discretion. You agree to provide sufficient written disclosure of the nature of the employment or consulting services you wish to render to any such entity so that Build-It-Yourself can evaluate your requested waiver of this provision.

Term. The term of this Agreement will begin on the date of this agreement and will continue for twenty four (24) months thereafter. The parties may by mutual written agreement terminate this Agreement prior to the expiration of the two-year term.

Work Product. (a) To the extent that you produce any materials during your employment at Build-It-Yourself, including (but not limited to) notes, reports, memoranda, analyses, documentation, drawings, computer programs (source code, object code and listings), derivatives of pre-existing copyrighted works which you claim, candidate, potential employee, consultant, customer or prospect lists, inventions conceived or reduced to practice during your employment or resulting from or based upon any Build-It-Yourself Proprietary Information (defined below), creations, designs, trademarks, works of any kind (including, by way of example only, movies and audio or visual works), devices, masks, models, work-in-process, and deliverables, all such materials shall be deemed Work Product. Build-It-Yourself will retain ownership of all intellectual property rights (such as copyrights and trade secrets) in or to any information

and/or materials that Build-It-Yourself supplies to you, or that Build-It-Yourself develops in connection with this Agreement ("Build-It-Yourself's Materials").

(b) All Work Product produced by you during your employment at Build-It-Yourself pursuant to this Agreement shall belong to Build-It-Yourself. However, you shall exclusively own any intellectual property rights (such as copyrights and trade secrets) (i) owned by you prior to the commencement of employment or (ii) developed or acquired by you independent of the work provided under this Agreement, if such intellectual property rights are incorporated into any Work Product provided, however, that your rights to these intellectual property rights will not extend to (i) any portion of Build-It-Yourself's Materials incorporated into any Work Product, or (ii) to any information specific to any Products or Build-It-Yourself's business operations.

(c) You agree to assign and do hereby expressly assign to Build-It-Yourself all right, title, and interest in and to the Work Product including any and all moral rights you may have in any part of the Work Product. You also hereby forever waive and agree never to assert any and all moral rights you may have in any part of the Work Product even after termination this Agreement.

During and after the term of this Agreement, you will assist Build-It-Yourself in every reasonable way, at Build-It-Yourself's expense, to secure, maintain and defend for Build-It-Yourself's benefit all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product. You will promptly notify Build-It-Yourself of any and all inventions conceived or reduced to practice during your employment under this Agreement.

Indemnification. You agree to be responsible for your own actions. You agree to indemnify and hold harmless Build-It-Yourself and its directors, officers, employees and agents from and against all claims and losses of any type, including reasonable attorneys' fees, in connection with, in whole or in part: (i) any negligent act or omission by, or any willful misconduct on the part of, you in the performance of this Agreement; or (ii) your failure to comply with any applicable Federal, state or local law.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL EITHER PARTY HEREUNDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOSS OF INCOME, OR LOSS OF BUSINESS ADVANTAGE, EVEN IF THE PARTY SUFFERING SUCH DAMAGES, OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Assignment. You agree that you will not subcontract, delegate, assign or otherwise engage the services of any subcontractor to perform any portion of your assigned tasks and responsibilities under this Agreement without the

express prior written consent of Build-It-Yourself, which Build-It-Yourself may grant or withhold in its sole discretion. Subject to the foregoing sentence, the rights and obligations of Build-It-Yourself and you under this Agreement shall be binding upon and inure to the benefit of the parties' respective successors, executors and administrators, as the case may be.

Attorneys' Fees. If any action or proceeding, whether regulatory, administrative, at law or in equity, is commenced or instituted to enforce or interpret any of the terms and provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit, and expenses, in addition to any other relief to which such prevailing party may be entitled.

Notices. Any notice required or permitted hereunder shall in writing, and shall be given to you at the address first set forth above, and to Build-It-Yourself at 269 Pearl Street, Cambridge, MA 02139 attention President, Director, Human Resources, or at such other address as the party may hereafter specify in writing. Such notice shall be deemed given: upon personal delivery to the appropriate address; or three (3) business days after the date of mailing if sent by certified or registered mail; or one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

Complete Understanding; Modification. This Agreement constitutes the full and complete understanding and agreement between you and Build-It-Yourself relating to your employment, and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by you and an authorized representative of Build-It-Yourself. The provisions of this Agreement shall prevail over any conflicting provisions in any purchase order, acceptance notice or other document generated by either of us except as expressly provided in the preceding sentence.

Interpretation. This Agreement has been negotiated by you and Build-It-Yourself with advice, if desired, from our respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings and captions herein are included for reference purposes only and shall not affect the interpretation of the provisions hereof. When used herein, the word "including" will not be construed as limiting. This Agreement shall be read with all changes of gender and number required by the context. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

Jurisdiction; Venue; Dispute Resolution. This Agreement is governed by the laws of the State of Massachusetts, without regard to its conflict of laws principles. Both Build-It-Yourself and you hereby consent to venue in and the exclusive jurisdiction of the state and federal courts located in Middlesex County, Massachusetts. Any controversy or claim arising out of or relating to the

research and development performed during your employment which cannot be resolved by good faith discussions between us may be submitted to voluntary non-binding mediation at the request of either of us, with each of us bearing our own costs of such mediation and one-half the costs of the mediator (who shall be acceptable to each of us). If mediation is not successful within a reasonable period of time, then either of us can pursue any remedy available or appropriate, including litigation; provided that Build-It-Yourself will be free to seek equitable relief for any breach by you of the confidentiality obligations of this Agreement without first seeking to resolve such matter pursuant to the provisions of this paragraph.

Survival of Terms. Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

Massachusetts Policies

10.0 Welcome

10.1 *At-Will Employment*

Your employment with Build-It-Yourself is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Founder and CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Founder and CEO.

11.0 Hiring and Orientation Policies

11.1 Disability Accommodation

Build-It-Yourself complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable

accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against team members for requesting an accommodation.

11.2 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Build-It-Yourself is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, gender identity, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding the Equal Employment Opportunity Policy. Any claimed violations of this policy should be brought to the attention of your Supervisor.

Policy Against Workplace Harassment

Build-It-Yourself has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, gender identity or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, pregnancy (including childbirth, lactation, and related medical conditions), gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email,

- voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, you must immediately notify your Supervisor, Human Resources manager, or other manager at the Company.

The Company prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

11.3 *Pregnant Workers Fairness Act Notice*

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against team members due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to team members who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

11.4 *Religious Accommodation*

Build-It-Yourself is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you request an absence to observe a holy day, you must provide the Company with at least 10 days' notice. The Company may require you to make up the time lost.

Religious accommodation request forms are available from your Supervisor.

12.0 Wage and Hour Policies

12.1 Accommodations for Nursing Mothers

Build-It-Yourself will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

To ensure privacy, you will be provided a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator. Please understand that when on work assignment you may be required to abide by our customer's policies regarding storage of expressed milk and you may need a personal cooler for work assignments.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

12.2 Meal and Rest Periods

Build-It-Yourself strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that team members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

12.3 Overtime Authorization

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor. You must request an overtime authorization form prior to working overtime.

At certain times Build-It-Yourself may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half times your regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

12.4 Pay Period

At Build-It-Yourself, the standard pay period is biweekly for all team members. Pay dates are every other Friday. If a pay period falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises.

12.5 Paycheck Deductions

Build-It-Yourself is required by federal, state, and local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact your Supervisor with any questions about your paycheck.

12.6 Recording Time

Federal and state laws require Build-It-Yourself to keep accurate records of hours worked by nonexempt (hourly) team members. Clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt team members are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes. You are required to notify the Company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other team members or request that they do so for you. Be sure to indicate your days off. Any changes to your time sheet must be approved of and initialed by your Supervisor. Time sheets are to be turned in to your Supervisor biweekly, every Wednesday, before payday.

Falsification of time records or recording time for other team members may result in discipline up to and including termination of employment.

13.0 Benefits

13.1 Crime Victim and Witness Leave

Occasionally, team members may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, team members may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your Supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to team members who have committed or are alleged to have committed a crime.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

13.2 Jury Duty Leave

Build-It-Yourself encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid.

The Company reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

13.3 Parental Leave Policy

Build-It-Yourself provides up to eight weeks of unpaid leave in a 12-month period to team members for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure

and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

13.4 Sick Leave - Lump Sum Method (10 or Fewer EE)

Build-It-Yourself provides eligible team members with up to 40 hours of unpaid sick leave per year.

Eligibility

All team members whose primary place of employment is Massachusetts are eligible for unpaid sick leave.

Reasons for Leave

You may use up to 40 hours of unpaid sick leave per calendar year for any of the following reasons:

- To care for yourself or your child, spouse, parent, or spouse's parent suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend medical appointments for yourself or your child, spouse, parent, or spouse's parent.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

Leave Grant and Use

You will be provided 40 hours of unpaid sick leave at the beginning of each benefit year. For purposes of this policy, the benefit year is based on date of hire.

You may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may not carry over any unused sick leave.

Notice

If your need for leave is foreseeable, you must make a good faith effort to provide the Company with advance notice. If the need for leave is not foreseeable, notify your supervisor as soon as practicable.

Certification

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for paid sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown.

Payout of Sick Time

You will not be paid for accrued unused sick leave at termination.

Interaction with Other Leave

Where applicable, sick leave will run concurrently with other federal and state leaves (FMLA, parental leave, domestic violence leave, small necessities leave, etc.).

Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

13.5 Voting Leave

If your work schedule prevents you from voting on Election Day, Build-It-Yourself will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

14.0 Safety and Loss Prevention

14.1 Drug and Alcohol Policy

Build-It-Yourself considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits team members from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Company policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

We also caution against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for the Company. Inform your Supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. The Company may, if required and not prohibited by applicable law, consider the medical use of marijuana as a prescribed medication under this policy. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

Custom Policies

15.0 Custom Policies

15.1 Additional Resources

Please review the following documents. We may point to these documents during training and throughout your employment. We require all employees to be familiar with the contents of these documents. Please report any access issue to your supervisor so we can fix the issue with the file and manually provide the requested document via email.

Workshop Leader Guidelines: <http://build-it-yourself.com/s...>

Workshop Series Report: <http://build-it-yourself.com/s...>

Project Plan WIKI Template (You must contact your supervisor for UID/PWD): <http://build-it-yourself.com/w...>

Business Plan: You must contact your supervisor the access to the Business Plan documents.

15.2 Background Checks

You consent to required CORI and SORI background checks and fingerprinting as required by Build-It-Yourself and any schools, organizations or companies with which we are contracted.

15.3 Employee Bio

Build-It-Yourself required employees to submit a bio for use on our team page. Upon signing the handbook acknowledgment form you agree to grant Build-It-Yourself permission to post this bio on our website and/or marketing materials.

You must complete the following and email to your manager within 1 month of your start date.

1. Elevator Pitch – How would you describe Build-It-Yourself to a friend in 30 seconds?
2. Personal Goals
3. Build-It-Yourself Project Goals
4. Build-It-Yourself Development Project Plan
5. Playful Bio which will be posted on the Build-It-Yourself website team pages.
 - a. 100x100 picture
 - b. Home town
 - c. School and Degree
 - d. Favorite hobbies

- e. Favorite heroes
- f. Favorite quote
- g. Least favorite thing to do
- h. Personal website. (HTML, WordPress, LinkedIn or similar personal site that reflects your interests, experience and spirit.)

15.4 Employment at Will

BUILD-IT-YOURSELF ADHERES TO A POLICY OF EMPLOYMENT-AT-WILL WHICH ALLOWS EITHER PARTY TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. BUILD-IT-YOURSELF MAY INCREASE OR DECREASE THE VOLUME OF WORK WITHOUT ADVANCE NOTICE. BUILD-IT-YOURSELF WILL ONLY ENFORCE THIS POLICY AS IT IS PERMITTED TO BASED ON INDIVIDUAL STATE LAWS AND FEDERAL LAWS. BUILD-IT-YOURSELF WILL COMPLY WITH THE LAWS AND REGULATIONS ON A FEDERAL LEVEL AND STATE LEVEL BASED ON WHICH STATE DICTATES THE LABOR LAWS FOR YOUR EMPLOYMENT AT BUILD-IT-YOURSELF.

15.5 Media Release

Build-It-Yourself often records our webcast workshops and may photograph or record segment of onsite workshops as well.

I authorize Build-It-Yourself to record and edit my likeness, image, voice, interview and performance. I agree that Build-It-Yourself may use and authorize the use of any part of this documentation for, but not limited to, marketing efforts and materials, exhibition, publication, educational, content, and website purposes.

Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse settings within an unrestricted geographic area.

15.6 Non-Company Property

You acknowledge that our "Nonsolicitation/Nondistribution policy" extends to properties owned and/or operated by our customers when on work assignment and during work hours. We also ask that you put forth a reasonable effort to comply with our customers' policies during work assignment while physically on their property or properties operated by said customers.

Violations of this policy should be reported to your supervisor.

15.7 Performance Analysis

Build-It-Yourself employees will be responsible for filling out the Performance Analysis forms described below. Build-It-Yourself expects all employees to report their progress every pay period as part of their pay period time sheet. Workshop Leaders must fill out the Workshop Series Form. Bonus agreements may not be paid if these periodic reports are not submitted.

15.8 Time Compensated & Task Definitions

Build-It-Yourself does not pay for learning time. To clarify what tasks are approved to be conducted on company time and compensated for Build-It-Yourself has defined various task types. Below are the definition along with information regarding if the task is always paid or only paid with prior approval from your supervisor. Before any development projects start we require that a project plan is submitted for approval. If additional time or resources are required for project completion it must be approved before further development.

1. **Training Time:** Required by Build-It-Yourself to have employees learn our methods, philosophies & processes. This is paid time and the duration of training hours will be set prior to the start of training. Any activity conducted outside of training will not be compensated unless it receives prior approval.
2. **Administrative Time:** Anything that relates to operations, communications with customers, and measuring success/progress. Much of this can be conducted during teaching hours. This is paid time.
3. **Travel Time:** Travel time is anytime used to get to a specified work assignment pre-approved by Build-It-Yourself. The details of compensation and/or reimbursement for travel expenses will be outlined in an agreement between an employee and Build-It-Yourself. Travel time does not include time to travel from your residence to a workshop you are leading or to Build-It-Yourself head quarters in Cambridge MA. Refer to travel expenses section of handbook for more information.
4. **Break Time:** During summer camps there are often various break periods determined by our customers where we are not actively working with kids. This time is not compensated. You are free to work on your own projects including any development work assigned to you by Build-It-Yourself. Build-It-Yourself does not direct your use of breaktimes. Compensated time for teaching will be discussed and documented prior to the start of any workshops you will teach. Breaktime is your time to do as you please. This time is defined as break time as it is a period of time in between workshop instruction and is a break from our workshop for the kids/campers/students as defined by our customers.
5. **Teaching Time:** Any time you are providing instruction either on site or online. Up to 30 minutes for combined clean up and set up time for onsite workshop leaders may be compensated.
6. **Development Time:** Time spent coding, creating/developing graphics, creating /editing workshop materials (PPT Intro, Lesson Plans), development documentation, and/or documentation that will be used in build it yourself operations and products.
7. **Research Time:** Time spent obtaining information to help make decisions that is pre approved by Built It Yourself. Does not include learning time.
8. **Learning Time:** Time spent learning a new skill set that is reasonably expected of an individual hired in a specific industry. Learning time is not compensated. It is optional to justify more work opportunity if self interest present

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Acknowledgement of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Build-It-Yourself Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Founder and CEO of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Build-It-Yourself.

If I have any questions about the content or interpretation of this handbook, I will contact Supervisor.

Date _____

Signature _____

Print Name _____