



Afognak



Native Corporation

EMPLOYEE HANDBOOK

The foundation of any company is its employees, who are committed to excellence and guided by common principles.

DISCLAIMER

This handbook is designed to acquaint you with Afognak Native Corporation and the Alutiiq people, and to provide you with information about working conditions, company values, employee benefits, and the policies affecting your employment (collectively referred to as “policies”) adopted by Afognak Native Corporation (sometimes referred to as the “Company” or “ANC”). **These ANC policies are applicable to individuals employed by ANC, and also to ANC’s direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, to the extent that those companies and entities formally adopt these policies. For each such company or entity that adopts these policies, the terms “Afognak Native Corporation,” “ANC,” “Company” and “employer” herein shall also refer to each such company and entity, and the terms “employee” and “employees” herein shall also refer to all employees of any such company or entity.** Please note that some subsidiaries, joint ventures and other business enterprises of Afognak Native Corporation, Alutiiq, LLC or their subsidiaries might adopt policies and/or provide or offer their employees benefits which are different from, or in addition to, the policies and benefits in this handbook. Please consult with the Human Resources Department for information about the particular policies, individual benefits and leave provided by your particular employer. It is the employee’s responsibility to read, understand, and comply with all policies of this handbook and any other policies that have been adopted by your particular employer. It describes many of your responsibilities as an employee and outlines the programs developed by Afognak Native Corporation to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Since the information, policies, and benefits described here are necessarily subject to change, you acknowledge that revisions to the handbook may occur, except to Afognak Native Corporation’s policy of employment at-will. All such changes will be communicated through official notices, and you understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO/President of Afognak Native Corporation has the ability to adopt any revisions to the policies in this handbook.

YOU HAVE ENTERED INTO YOUR EMPLOYMENT RELATIONSHIP WITH THE COMPANY VOLUNTARILY AND THERE IS NO SPECIFIED LENGTH OF EMPLOYMENT. ACCORDINGLY, EITHER YOU OR THE COMPANY CAN TERMINATE THE RELATIONSHIP AT-WILL, WITH OR WITHOUT CAUSE, REASON OR NOTICE AT ANY TIME, UNLESS OTHERWISE PROVIDED FOR IN A WRITTEN EMPLOYMENT CONTRACT SIGNED BY THE COMPANY AS AUTHORIZED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT OF HUMAN RESOURCES, OR IN A COLLECTIVE BARGAINING AGREEMENT, OR APPLICABLE STATE LAW. NO STATEMENT OR PROMISE BY A SUPERVISOR, MANAGER, OR DEPARTMENT HEAD MAY BE INTERPRETED AS A CHANGE IN POLICY NOR WILL IT CONSTITUTE AN EMPLOYMENT AGREEMENT OR CONFER CONTRACTUAL RIGHTS. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE(S) WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING SIGNED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT HUMAN RESOURCES. FURTHERMORE, THE POLICIES SET FORTH IN THIS HANDBOOK OR ANY OTHER COMPANY DOCUMENT ARE NOT INTENDED TO CREATE, AND SHALL NOT BE CONSTRUED AS CREATING, A CONTRACT, BARGAIN OR AGREEMENT (INCLUDING A CONTRACT OF EMPLOYMENT) BETWEEN THE COMPANY AND ANY OF ITS EMPLOYEES. APPLICABLE STATE SUPPLEMENT AND ANY

The Company has made every effort to ensure the policies in this Handbook are in compliance with all applicable federal, state and local employment laws and regulations. In the event that a provision in this Handbook is in conflict with any applicable federal, state, or local law or regulation, the appropriate law or regulation will prevail, and the provision in this Handbook shall be deemed amended to the extent necessary to comply with such law or regulation.

MESSAGE FROM OUR CEO/PRESIDENT

*Afognak Native Corporation
Headquarters - Kodiak, Alaska*



Dear Colleagues:

On behalf of our Shareholders and Board of Directors, welcome to Afognak Native Corporation! You are joining a dynamic team of professionals and a customer-driven organization with a proven track record of successful contract performance.

The Afognak Native Corporation Company vision—“to be the best Native organization in Alaska for our Shareholders”—expands across the U.S. and other parts of the globe. So wherever you are located, we consider you a vital member of our team as we continuously strive to meet this vision.

I encourage you to embrace this new opportunity and take advantage of the rich professional and cultural diversity our Company provides. We are proud to have you join us as we continue on our path to a successful and profitable future for our customers, our Shareholders, and Afognak Native Corporation and its subsidiaries and affiliates.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg D. Hambright".

Greg D. Hambright
CEO/President

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INTRODUCTION

Purpose, Vision, & Mission

Global Statement of Purpose: Afognak Native Corporation exists so that Shareholders have a perpetual source of land use, shared financial and cultural wealth.

The Afognak Native Corporation Vision: To be the best Native Organization in Alaska for our Shareholders, supporting the traditions and preserving the culture of our Shareholders through careful and progressive land stewardship, development and management of financial assets.

Business Mission: Afognak Native Corporation is dedicated to delivering cost-effective, quality service and solutions to our customers. Placing our customers' interests first, we strive for trusting, long-term relationships that are mutually beneficial. We are committed to attracting and retaining a world-class workforce that is guided by our Alutiiq values. A workforce that is provided with the tools and resources needed to exceed our customer's expectations is how we fulfill our commitment to excellence. We create a team atmosphere where innovative solutions are encouraged and every employee has the opportunity to enjoy professional growth and development. Execution of this mission will ensure the long-term success of the corporation and in turn ensure that the Alutiiq people of Afognak will thrive in perpetuity.

Afognak Native Corporation welcomes you to our organization. We hope that your employment is rewarding and that you are able to achieve personal success.

CORPORATE VALUES

The Board represents the Shareholders and, consequently, the values and traditions of the Alutiiq people.

HARMONY

Our Corporation accomplishes goals in the spirit of teamwork, strength, and unity while supporting each other.

APPRECIATION & RESPECT

Our Corporation will take only what we need and leave some for the next generation.

EFFICIENCY

Our Corporation will expend only what is needed to accomplish tasks at hand.

COMMUNICATION

Communication within our Corporation is truthful, positive, open, and fair.

TRUST

We earn the trust of our Shareholders while we build trust throughout the Corporation by honoring commitments, honesty, and full disclosure.

ELDER KNOWLEDGE

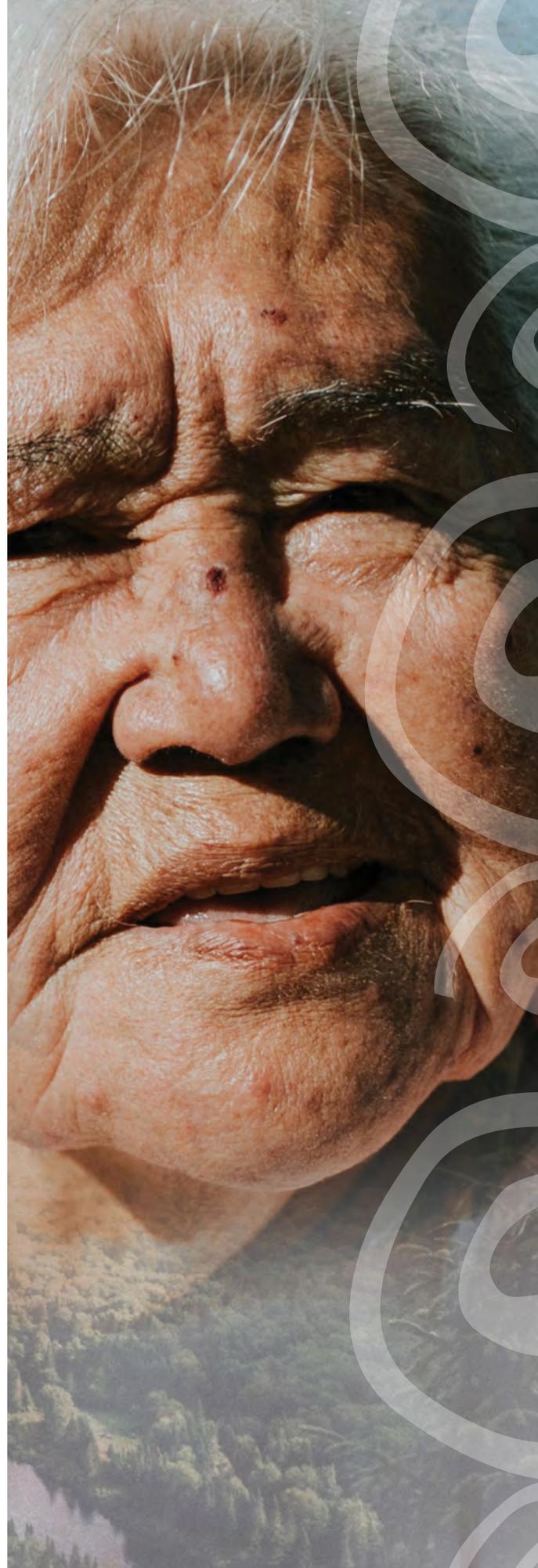
Our Corporation is built on the ingenuity and resiliency of our Elders, while guided by their traditional knowledge and lifeways in our modern times.

HERITAGE & CULTURE

Our Corporation will honor our heritage and culture through a lifetime of learning.

COMMITMENT TO COMMUNITY

We celebrate Shareholders and employees by contributing to our villages and the communities in which we do business.



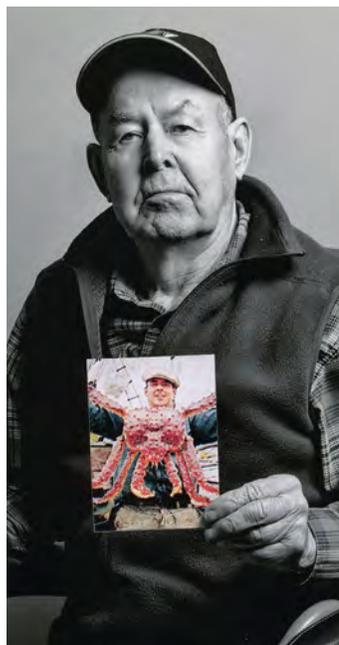
HISTORY & CULTURE

AFOGNAK NATIVE CORPORATION HISTORY & LOCATION

Afognak Native Corporation (ANC), Alutiiq, LLC's parent corporation, is headquartered in Kodiak, Alaska, with corporate administrative offices in Anchorage. ANC was created through the merger of two Alaska Native village corporations that were formed under the Alaska Native Claims Settlement Act (ANCSA) in 1971. Under the settlement, Afognak Native Corporation's 500+ Alutiiq Shareholders received 160,000 acres of land, which are located around Afognak and Kodiak Islands in southwestern Alaska, shown in the map at right. Today, ANC actively manages 247,813 acres in the Northern Kodiak Archipelago.



1977 Afognak Native Corporation Merger Certificate



Founding Board Member Pat Mullan, Sr.

The corporation is governed by a nine-member Board of Directors, all of whom are Shareholders. Over the past twenty-five years, Afognak Native Corporation has attained financial security for its Shareholders, now over 1,000. To learn more about Afognak Native Corporation, visit the www.afognak.com website.

Afognak Native Corporation has diverse business operations in a variety of locations. We invite you to visit our website at www.alutiiq.com to learn more about the organizations within Afognak Native Corporation.



Winter in the village of Port Lions

HISTORY & CULTURE OF THE ALUTIIQ PEOPLE

The Alutiiq people are the indigenous people of the Kodiak Archipelago. They have inhabited their traditional lands for more than 7,500 years. Afognak Native Corporation represents over 1,000 Native Shareholders, who are descended from the Village of Afognak, on Afognak Island, in the northern part of the Archipelago. Afognak Native Corporation's wholly owned subsidiary, Alutiiq, LLC, is named after the Alutiiq Nation.

The Kodiak Archipelago is located 252 air miles south of Anchorage in the Gulf of Alaska. Kodiak is a temperate rain forest with a mild climate. Afognak Island, the Shareholders' traditional homeland, is the second largest island of the Archipelago. The Kodiak Archipelago is the second largest island group in the U.S. after Hawaii.

The Alutiiq people carved petroglyphs into rocks across the Kodiak Archipelago. These petroglyphs are among the oldest representations of the Alutiiq culture. Some of them have become the company logos of Afognak Native Corporation. To learn more about petroglyphs see page 244 of this booklet.

The Alutiiq people have a strong cultural connection to land and sea. Traditionally, the Alutiiq people lived in coastal villages. Their houses, called ciqluat, were sod-covered structures built partially underground.



Kodiak Alutiiq Dancers & Afognak Shareholders



Each person held a position in the community and was responsible for some aspect of life, be it hunting, fishing, healing, cooking, sewing, or gathering. Everyone was important and had a role in the village's survival. Traditionally the Alutiiq people's primary food sources were marine mammals, fish, and migratory birds. These were hunted from kayaks with atlatls (throwing boards) and spears or fishing hooks. Subsistence activities were, and continue to be, the foundation of the Alutiiq culture.

At Russian contact, the Kodiak Alutiiq people's population is estimated at between 15,000 and 18,500, living in over 65 villages. After 50 years of resistance to invasions by Russian fur traders, on August 1, 1784, Gregorii Shelikof and his men bombed hundreds of men, women and children at Refuge Rock on the south end of Kodiak Island to gain control. Shelikof took the survivors of "Refuge Rock" hostage and established the first capital of Russian America at nearby Three Saints Bay. At the new capital, he built the first school in Alaska as a tool for colonizing the newly enslaved workforce. In Alutiiq, 'Refuge Rock' is known as Awa'uq (to become numb). The final battle at Refuge Rock represents a dramatic change in the lives of the Alutiiq people. During Russian control of the Kodiak Archipelago, Alutiiq people were forced to hunt and gather resources for Russian use.



The rapid conquest of their homeland by Russian traders led to early and profoundly disruptive cultural change. Loss of political sovereignty, economic self-sufficiency, and mass death due to epidemics suppressed the transmission of cultural knowledge. Many traditions were lost, while others were hidden from view and rarely shared.

Cultural suppression has made it difficult to access Alutiiq history and traditions. Information on the Alutiiq world is preserved in relatively inaccessible places—the memories of Elders, archaeological sites, the shelves of European museums, and academic publications. This has made it hard for the Alutiiq to know and share their history. It has also led to misconceptions, omitted Alutiiq heritage from local

history, and created feelings of shame about a remarkable culture. Despite this challenging history, the Alutiiq people persevered.

In 1867, the United States purchased Alaska for approximately \$0.02 an acre from Russia. Under American rule, the Alutiiq nearly lost their indigenous language, Sugt'stun, as the Bureau of Indian School System's "English-Only" policy sought to extinguish it. Self-determination is a relatively new opportunity for the Alutiiq. In fact, Alaska Native people were not



Scenic photo of Afognak village

allowed to vote until the Indian Citizenship Act of 1924, and it was not until 1945 that the Alaska Anti-Discrimination Act began to address Alaska Native civil rights, ending segregation. Later, on January 3, 1959, President Eisenhower signed the proclamation admitting Alaska as the forty-ninth state.

On March 27, 1964, one of the largest natural disasters in U.S. history, the "Good Friday" earthquake and tsunami, destroyed the Alutiiq people's traditional home of Afognak. Following the destruction of their village, many chose to relocate and build a new village on Kodiak Island. Their new village was named Port Lions after the philanthropic Kodiak Island Lions Club who helped build their community. Some also chose to move to other parts of Alaska or the Lower 48 states in lieu of Port Lions.

Today the Ag'wanermiut (People of Afognak) live in Port Lions, Kodiak city, other parts of Alaska, the Lower 48 states, and other countries, but their ties to their traditional homeland, the Alutiiq language (Sugt'stun), subsistence way of life, and the Alutiiq culture continue no matter where they may live today. Today, Afognak Alutiiq traditions are passed on to new generations through a number of innovative programs and initiatives. Learn more about current cultural programs supported by Afognak Native Corporation by visiting www.afognak.com/culture-community/social-cultural-support/.

100 | NATURE OF EMPLOYMENT – EMPLOYMENT AT-WILL

Unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, employment with Afognak Native Corporation is voluntarily entered into, and the employee is free to resign at-will at any time, with or without cause. Similarly, Afognak Native Corporation may terminate the employment relationship at-will at any time, with or without notice, reason or cause, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law. No representative of Afognak Native Corporation is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing signed by the CEO/President or Vice President Human Resources.

101 | EQUAL EMPLOYMENT OPPORTUNITY

We respect diversity and accordingly are an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws (“protected status”). Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment. In accordance with applicable law, it is also the policy of Afognak Native Corporation to give preference to qualified Afognak Native Corporation Shareholders



Kodiak Alutiiq Dancer, Descendant Stevi Fretts

in all phases of employment and training, including, but not limited to, hiring, promotions, transfers and training opportunities.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Sexual and Other Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against individuals who raise issues of equal employment opportunity in good faith. To ensure our workplace is free of artificial barriers, violation of this policy will lead to disciplinary action, up to and including termination of employment.

102 | COMMITMENT TO DIVERSITY

The diversity of our workforce is essential and we are committed to diversity and inclusion throughout our company to ensure a wide range of experiences, perspectives, and skills to provide better solutions, drive innovation and creativity, and enhance decision making.

Diversity is a mission imperative and we are continuously focusing on creating a culture of inclusion that values each individual and promotes collaboration and fairness. Our diversity plan includes the following objectives:

- Secure a high-performing workforce drawn from diverse locations and backgrounds.
- Create a culture that encourages collaboration, flexibility, and fairness to enable individuals to contribute to their full potential, feel valued, and supported.
- Make diversity and inclusion one of our strategic priorities, through continued leadership commitment, accountability, and total workforce engagement.

Ensuring a diverse and inclusive workforce enables our company to be more responsive to our clients and better equipped to fulfill our mission. Achieving diversity and inclusion at our company is a team effort and we expect and encourage employees to contribute to this goal. Together, we support a workplace that offers every individual the opportunity to attain professional goals and contribute to accomplishing our mission.



103 | PAY TRANSPARENCY NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(C).

For purposes of this policy, the "contractor" refers to the Company. Additionally, employees with concerns regarding possible violation of this policy can report such concerns in accordance with procedures set forth in the Discrimination, Sexual and Other Harassment & Retaliation Prevention policy.

104 | ANC SHAREHOLDER EMPLOYMENT PREFERENCES



*Land Security Officer,
Shareholder Brandon Bartleson*



*VP of Community Investments
Shareholder Dr. Malia Villegas*

In accordance with applicable law, it is the policy of Afognak Native Corporation to give preference to qualified Afognak Native Corporation Shareholders in all phases of employment and training, including, but not limited to, hiring, promotions, transfers, and training opportunities.

Preference shall also be provided to qualified Afognak Native Corporation Shareholders, both as individuals and as organizations owned by qualified Afognak Native Corporation Shareholders, in the award of contracts and subcontracts.

Afognak Native Corporation believes that hiring qualified individuals to fill positions contributes to overall strategic success. Each employee, while employed, is hired to make significant contributions to our companies. In hiring the most qualified candidates for positions, the following hiring process is applicable.

Personnel Requisitions: When a hiring manager has an open position, Human Resources must be notified with information that will assist with recruitment and selection, including: position title, location, rate of pay, hours/shifts, status, reason for the opening, essential job functions and qualifications (or a current job description may be attached, or any special recruitment advertising instructions).

Job Postings: All employment openings typically are posted on <https://alutiiqcareers.silkroad.com> for employees and outside applicants to review. Jobs Afognak Native Corporation believes that hiring qualified individuals to fill positions contributes to overall strategic success. Each employee, while employed, is hired to make significant contributions to our companies. In hiring the most qualified candidates for positions, the following hiring process is applicable.

Personnel Requisitions: When a hiring manager has an open position, Human Resources must be notified with information that will assist with recruitment and selection, including: position title, location, rate of pay, hours/shifts, status, reason for the opening, essential job functions and qualifications (or a current job description may be attached, or any special recruitment advertising instructions).

Job Postings: All employment openings typically are posted on <https://alutiiqcareers.silkroad.com> for employees and outside applicants to review. Jobs typically remain on the posting at least five calendar days or until filled.

Internal Transfers: Employees who have been in their current position for at least 6 months may apply for other company job openings. This may be waived with the consent of the employee's current manager. Employees must apply as would any other external applicant and must provide their current

manager's approval if they have been in their current position less than 6 months. All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully.

Revolving Door Rules: The Company may be approached by current and former employees of the U.S.

Government's executive branch who are seeking employment opportunities with the Company. The Company is committed to complying with the "Revolving Door Rules", which are found at 18 U.S.C. 207 & 208, 5 C.F.R. Part 2635 and 41 U.S.C. 423. These rules are a collection of criminal and civil laws and regulations that apply to Federal executive branch employees during and after their Federal employment. These rules essentially prohibit those employees from "switching sides." As an example, if a Federal employee was involved in a contract or other matter with ANC, its direct or indirect subsidiaries at any level, or any joint ventures or other business enterprises of those companies, it could affect his/her ability to work for the Company for a certain period of time after leaving Federal service.

To determine whether the rules apply, every applicant must complete all required sections of the employment application addendum concerning their U.S. government work history. All applications must be screened for possible restrictions under the rules before the applicant may be hired or placed in the relevant position.

If you think you or another current or potential Company employee could be facing a conflict under these rules, please speak to your supervisor, Human Resources, the Legal Department or the Chief Compliance Officer.

Recruitment Advertising: Afognak Native Corporation currently subscribes to the Local Job Network website, which provides a direct connection to federal, state and local government agencies, educational institutions and nonprofit organizations. Local Job Network offers special emphasis on veterans and military, people with disabilities, diversity, green jobs and many others. Local Job Network products are Office of Federal Contract Compliance Programs (OFCCP) compliant and assist with Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) job listing requirements and OFCCP

Section 503 regulations. Additional external advertising is available based on need and budget requirements. Human Resources is responsible for placing all external recruitment advertising and the relevant department or subsidiary will pay for the recruitment costs.

Interview Process: The hiring manager or designee will screen applications and/or resumes prior to scheduling interviews. The hiring manager or designee will conduct interviews. Team interviews may be conducted as needed for some positions. A structured interview process is recommended. Interview questions should be compiled by the interviewing team and reviewed by Human Resources. After the team completes the interview process, the results of the interview should be forwarded to the hiring manager/supervisor for review. The hiring manager or supervisor has ultimate responsibility for making a hiring decision. Guidance and education on appropriate and legal interviewing can be requested from Human Resources. All interviewees must complete an Afognak Native Corporation online employment application. Resumes may be attached to the application; however, applications are only accepted and considered based on an open posted position. All applications and attached resumes of applicants not selected will be forwarded to Human Resources for appropriate retention. A disposition must be provided to Human Resources for all candidates. Whenever possible, applicants who are not selected will be notified that the position has been closed.

Job Offers: Once a decision has been made regarding interest in hiring an applicant, an offer will be made contingent upon satisfactory completion of reference checks and criminal background checks, or other requirements, as necessitated by the position and contract specifications, to the extent permitted by applicable law. The Offer Letter request form should be completed and forwarded to Human Resources. Human Resources will generate an offer letter for the candidate, which is forwarded to and signed by the hiring manager. Additional approval and or signature of the offer letter may be required in accordance with the Afognak Native Corporation and Alutiiq, LLC Signature Authority Matrices. The hiring manager or Human Resources will forward the

offer letter to the candidate for signature and the acceptance letter is forwarded to Human Resources. Once Human Resources receives satisfactory results from any applicable reference checks, criminal background check and the drug and alcohol screen (as required), Human Resources or the hiring manager/supervisor will notify the candidate and confirm the initial offer.

Reference Checks, Criminal Background Checks, and Drug and Alcohol Testing: The hiring manager or designee will check references for candidates. Human Resources or the hiring manager will contact final candidates to complete a pre-employment drug and alcohol screen or a pre-employment background check if required, to the extent permitted by applicable law. (See Background Check Policy (203) and Drug and Alcohol Free Workplace Policy (605)).

Record Retention Requirements: All records received for an open position must be submitted to Human Resources and retained for no less than two (2) years from the date of the last hiring decision or such other periods as required by applicable law. Records are defined but not limited to job resumes, applications, interview notes, notes on reference checks, job advertisements and postings.

Initial Start Date and Orientation: On the initial start date, employees will complete required paperwork and their orientation. Employees must complete the necessary paperwork and review policies through the Silkroad Red Carpet Onboarding program. Supervisors will complete the tasks through the onboarding program to ensure new employees complete the required paperwork and review of the policy and procedures. All documents should be returned to Human Resources, to include documentation for the Form I-9 and any certifications and licensure information, immediately or prior to the employee's hire date, except that supporting documents for the Form I-9 must be returned to Human Resources no later than three (3) business days after the employee's hire date.

Employees may hold outside jobs as long as they meet the performance standards of their job with Afognak Native Corporation and any actual or potential conflicts of interest are resolved. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the employee's ability to meet the requirements of Afognak Native Corporation as they are modified from time to time, the employee may be asked to terminate the outside employment if the employee wishes to remain an employee of Afognak Native Corporation.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Afognak Native Corporation for materials produced or services rendered while performing their jobs for Afognak Native Corporation.

Notify your supervisor of any outside employment. Your supervisor may contact the Human Resources or Legal Department for assistance in determining whether the outside employment is prohibited by this policy.



For purposes of this policy, the following definitions apply:

"Employees" refers to all employees of the Company.

"Proprietary Information" includes all information, whether written, oral, electronic, website-based, or other form, or whether received or observed visually, which is known to be or which in context and due to the nature of the information may be reasonably expected to be (1) owned by, originated by or otherwise peculiarly within the knowledge of the Company, and (2) currently protected by the Company against unrestricted disclosure to others. Proprietary Information includes, but is not limited to, trade secrets, tax and financial information, product and roadmap information, marketing plans, customer and vendor-related data, employee-related data and information (to include but not limited to: Protected Health Information and Personally Identifiable Information) except as otherwise provided in this Handbook and to the extent permitted by applicable federal/state/local law, services/support, business and contractual relationships, business forecasts, other business information, staffing information, cost and pricing information, strategies, products, processes, methods, ideas, concepts, discoveries, designs, drawings, plans, notes, works of authorship, specifications, techniques, practices, models, samples, diagrams, source code and other code, software, programs, know-how, technical data, research and development, charts, readings, logs, interpretations, extractions, mappings and integrations, production data, test data, log data, images, plots and formulae, inventions, and patent disclosures. It does not include information that is generally known to the public or information regarding wages and other terms and conditions of employment of the employee disclosing such information. Since a significant portion of the Company's business is federal contracting and the term or marking "Confidential" could be confused with classified information, the Company prefers to use the terminology "Proprietary" in reference to the information described in this definition.

The Company’s Proprietary Information

1. During and after employment, all employees must hold Proprietary Information in confidence, refrain from improperly disclosing such information to any person or entity outside the Company, and refrain from using such information for any purpose other than the performance of his/her duties to the Company. If an employee is approached by someone with Proprietary Information that the employee has reason to believe may have been obtained improperly, the employee must immediately discuss the matter with their supervisor or the Legal Department.
2. To ensure all employees appropriately safeguard Proprietary Information, each employee is required upon hire to sign an Employee Confidentiality, Non-Disclosure of Company Proprietary Information and Intellectual Property Agreement, which identifies which information is considered proprietary, addresses which use of such information the employee may make, sets out when the employee may discuss or disclose such information with others, and sets out the parties’ rights regarding intellectual property.
3. As a further measure to ensure compliance with this policy, the Company’s annual ethics training shall include a module on confidentiality.
4. Prior to disclosing the Company’s Proprietary Information to a third party, Company employees must:
 - a. Require the third party to sign the Company’s form non-disclosure agreement (“NDA”) or other NDA approved by the Legal Department and forward the executed document to the Legal Department; or
 - b. Ensure an existing NDA with the third party is valid and that the legitimate business purpose identified in the NDA is relevant to the current business purpose.
5. Employees must ensure all Proprietary Information is properly marked prior to disclosure if required by an applicable NDA or Company policy.

6. The Company’s Human Resources Department shall remind exiting employees of their ongoing confidentiality obligations and require that exiting employees sign a document confirming they have returned all copies of the Company’s Proprietary Information.
7. This policy is not intended to limit or prohibit an employee’s ability to (1) report fraud, waste, abuse or safety concerns to third parties, including government officials, (2) cooperate fully in a government audit, review or investigation, or (3) make any disclosure protected by applicable law or regulation.

Third-Party Proprietary Information

1. The Company works with the Proprietary Information of joint venture partners, teaming partners, subcontractors, supplies and customers. The protection of such information is of the highest importance and must be discharged with the greatest care for the Company to merit the continued confidence of such persons and entities. As such, no employee shall accept the Proprietary Information of other persons or entities except pursuant to a written NDA. Furthermore, no employee shall disclose or use Proprietary Information owned by someone other than the Company to non-owners of that information without proper written authorization and in compliance with any applicable NDA.
2. The release of government-owned information is the purview of the U.S. Government. Release of such information to any other third party must be approved by the Contracting Officer or as specified by the contract.

Inquiries

1. Inquiries from outside sources for the Company’s Proprietary Information shall be referred to the Company’s Legal Department if any doubt exists about legal, proprietary, contractual or security requirements or regulatory implications of releasing the information. Such inquiries include requests made under color of law, such as subpoenas, requests by government agencies, and discovery conducted in a pending legal proceeding.

Attorney-Client Privilege/Attorney Work Product

1. All documents and electronic mail which in any part (1) is prepared or generated by or at the direction of, or prepared for or sent or directed to, the Company's Legal Department or the Company's outside counsel (2) seeks legal advice from, or consults on a legal matter with, the Legal Department or outside counsel, (3) conveys legal advice obtained from the Legal Department or outside counsel, or (4) reflects any matter, or contains information about any matter, about which the Company intends to seek, has sought or has received legal advice from, or has consulted with, the Legal Department or outside counsel, shall be automatically considered Attorney-Client Privileged/Attorney Work Product until the Legal Department determines otherwise, regardless whether the document or electronic mail is identified as such.

Government Security Regulations

1. When a document containing Proprietary Information also requires a government classification marking (e.g., TOP SECRET, SECRET, or CONFIDENTIAL), government security regulations take precedence.

Intellectual Property

1. As a general rule, employees have no proprietary interest in the work product developed or used by the Company arising out of or in the course of their employment. All services performed by the employee in the course of his/her employment are "works made for hire," and the Company owns all right, title and interest in and to all such items and information, together with all associated intellectual property rights, to the maximum extent permitted by law. The Employee Confidentiality, Non-Disclosure of Company Proprietary Information and Intellectual Property Agreement, which each employee is required to sign, will contain terms governing such intellectual property.
2. Employees shall not infringe upon, violate or misappropriate any trade secret or other intellectual property right of any third party. Under the Federal Defend Trade Secrets Act of 2016, an individual shall not be held liable

under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

3. Employees shall consult the Company's Corporate Affairs Department prior to using the Company's logo or any other trademarked or copyrighted Company material or item on or as part of any printed material to ensure such use is accurate and consistent.



It is the intent of Afognak Native Corporation to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, the right to terminate the employment relationship at-will at any time is retained by both the employee and Afognak Native Corporation. No representative of Afognak Native Corporation is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing signed by the CEO/President or Vice President of Human Resources.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Employees classified as exempt generally receive a salary that is intended to cover all hours worked including hours in excess of 40 in a workweek or overtime as defined by applicable state law. An employee's exempt or non-exempt classification may be changed only upon written notification by Afognak Native Corporation management.



In addition to the above categories, each employee will belong to one other employment category:

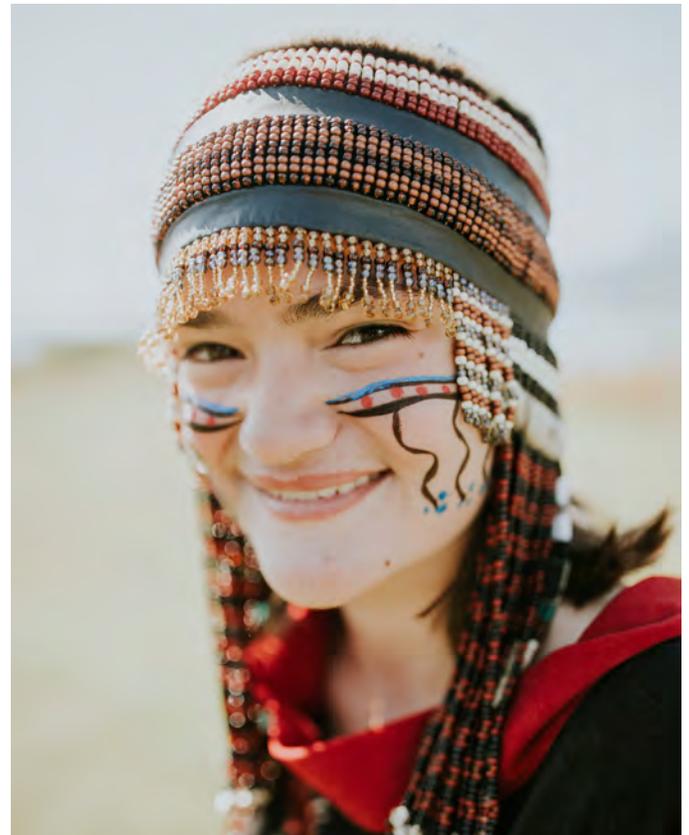
REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work at least 37 hours per week.

REGULAR PART-TIME 30 employees are those who are not assigned to a temporary status and who are regularly scheduled to work at least 30 but less than 37 hours per week.

REGULAR PART-TIME employees are those who are not in a temporary status and who are regularly scheduled to work less than 30 hours per week.

TEMPORARY employees are those who are hired for a position for a specific duration of time. Generally, temporary employment will not exceed 90 consecutive working days. When a temporary employee is hired for a specific project, the duration of the temporary employment will generally be the duration of the project, and, as such, temporary employment may exceed 90 days in this circumstance.

ON-CALL employees are those who are hired for a position on an as-needed basis and therefore may work a varied schedule.



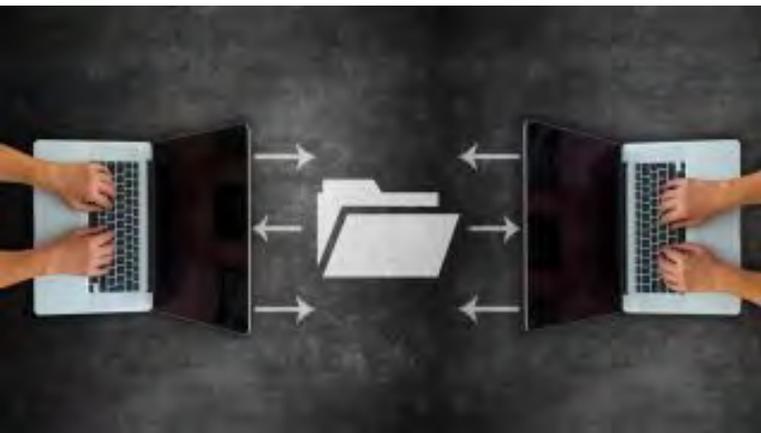
Kodiak Alutiiq Dancer, Shareholder Mariah Stapleton

201 | ACCESS TO PERSONNEL FILES

Afognak Native Corporation maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, offer letter, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Afognak Native Corporation, and access to the information they contain is restricted. Generally, only the Human Resources Department, the CEO/President of Afognak Native Corporation, the employee's immediate supervisor or other supervisors and management personnel of Afognak Native Corporation who have a legitimate business reason to review information in a file are allowed to do so.

With reasonable advance notice or as otherwise defined by applicable law and to the extent required by and consistent with applicable state law, employees may review their personnel file in the presence of an individual appointed by the Company to maintain the files. Employees may obtain copies of personnel files to the extent required by and consistent with applicable state law.



202 | EMPLOYMENT REFERENCE CHECKS

Afognak Native Corporation will respond to inquiries for employment references neutrally and limit information given to dates of employment and position held. More detailed information may be given to appropriate government agencies with proper authorization. All requests for information about employees or former employees will be referred to the ADP Verification Services powered by the Work Number at 800-367-5690 or online at www.theworknumber.com.

203 | BACKGROUND CHECKS

Afognak Native Corporation believes that hiring qualified individuals to fill positions contributes to the overall strategic success of our companies. Background checks serve as an important part of the selection process at Afognak Native Corporation. This type of information is collected as a means of promoting a safe work environment for current and future Afognak Native Corporation employees, as well as ensuring contract compliance. Background checks also help the company obtain additional applicant-related information that helps determine the applicant's overall employability, ensuring the protection of the organization's current staff, property, and information.

At Afognak Native Corporation, background and reference checks may be conducted on job applicants after being offered employment and during the course of their employment, to the extent permitted and in accordance with applicable law. All corporate G&A and overhead personnel will have background checks, as will direct-charge employees where the Company's contract or job responsibilities deem it necessary. The Company will use a third-party company to conduct the background checks. Background checks will be paid for by the relevant department or subsidiary hiring the individual. The type of information that can be collected by this company, subject to any limitations pursuant to applicable law, includes, but is not limited to, that pertaining to an individual's past employment, criminal convictions, education, character, credit history, and reputation. This process is conducted to verify the accuracy of the information provided by the applicant.

Criminal convictions do not necessarily bar an applicant from employment. Contract and job requirements as well as the types of convictions and other relevant factors will be reviewed when making a decision on whether an applicant is employable.

Afognak Native Corporation will ensure that all background checks are held in compliance with all applicable federal, state and local statutes, such as the Fair Credit Reporting Act. For example, the Americans with Disabilities Act prohibits organizations from collecting non job-related information from previous employers or other sources. Therefore, the only information that can be collected is that pertaining to the quality and quantity of work performed by the applicant, the applicant's attendance record, education, and other issues that can impact the workplace.

Afognak Native Corporation generally can make inquiries regarding criminal records during the pre-employment stage to the extent permitted by and in accordance with applicable law; however, this information generally will be used as a basis for denying employment only due to business necessity or because the criminal history is determined to be due to job-related issues.

Afognak Native Corporation can collect background information on applicants consistent with the guidelines set forth by the Fair Credit Reporting Act (FCRA) and any applicable state and/or local law.

The Fair Credit Reporting Act requires organizations to obtain a candidate's written authorization before obtaining information from a consumer-reporting agency. When doing this, the employer must:

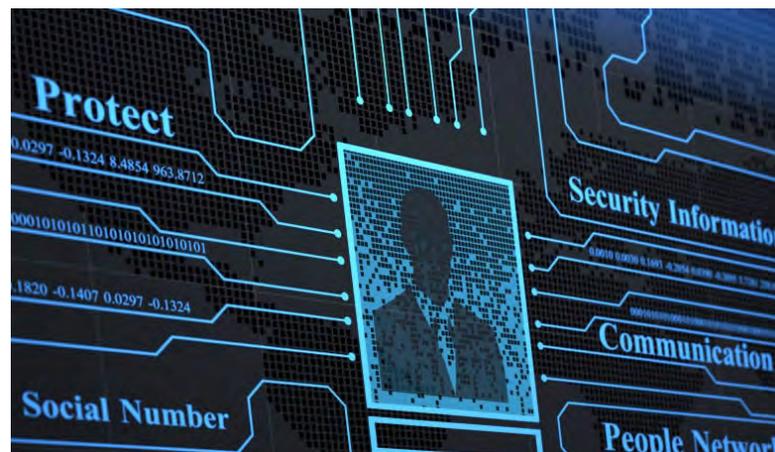
- Certify to the consumer-reporting agency that the employer is in compliance with the FCRA and will not misuse the information it receives;
- Disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes;
- Inform the individual of his or her right to request additional information on the nature of the report and the means through which such information may be obtained;

- Inform the applicant that the report will include information about the individual's character, general reputation, personal characteristics, etc.; and
- Provide the individual with a summary of his or her rights under the FCRA.

If the results of the check are negative, the Company must inform the applicant that it plans on taking adverse action, provide the applicant with a Statement of Consumer Rights from the Consumer Financial Protection Bureau (CFPB) before adverse action, provide the applicant the opportunity to review a copy of their report, and advise the applicant of their rights to dispute inaccurate information. Applicants should be granted reasonable time to contest the information (approximately five (5) business days).

New hires or promotions at the level of "principal" (including subsidiary Presidents, executives, the Alutiiq COO, and the Afognak CEO/President), as that term is defined in FAR 2.101(b)(2), will be subject to a comprehensive criminal and civil background check, including a review of the Federal Excluded Parties List. New hires or promotions at this level will also be required to disclose and certify at the time of hire or promotion as to any past Code of Conduct violations at previous employers, his or her personal and professional litigation history, and any prior involvement in a matter that would have required voluntary disclosure under the new sections of FAR 9.406-2 and FAR 9.407-2.

Afognak Native Corporation guarantees that all information attained from the reference and background check process will be used only as part of the employment process and kept strictly confidential. Be aware, only appropriate Human Resources personnel and management personnel tasked with hiring at Afognak Native Corporation will have access to this information.



204 | APPLICANT SCREENING - SYSTEM FOR AWARD MANAGEMENT (SAM)

Federal law and regulations prohibit the Company from allowing any individual who was convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the Department of Defense (DoD) from serving:

- In a management or supervisory capacity on a DoD contract or subcontract;
- On the Company's Board of Directors;
- As a consultant, agent or representative of the Company; or
- In any other capacity with the authority to influence, advise, or control Company decisions regarding a DoD contract or subcontract.

This prohibition lasts for five years from the date of the individual's conviction, and the Company could face criminal penalties, as well as suspension and debarment and contract termination, if it violated this law. To ensure compliance, the Company screens all applicants post-offer / pre-employment against the System for Award Management's (SAM) "Excluded Parties" list. The Company also requires those applicants to disclose whether, in the last five years, they have been convicted of fraud or any other felony arising out of a DoD contract. Individuals applying for the position of subsidiary President or other executive positions must also make other disclosures in accordance with regulatory requirements.

If you are concerned that you or a fellow employee or applicant could be facing a prohibition under these rules, please speak to your supervisor, Human Resources, or the Legal Department for guidance.

See 10 U.S.C. § 2408 and DFARS 252.203-7001 for additional information.



Afognak Petroglyphs on rocks in the old Afognak Village

205 | EMPLOYEE APPLICATIONS

Afognak Native Corporation relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

206 | PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting assigned goals. The performance of all regular full-time, regular part-time 30 and regular part-time employees may be evaluated at any time. Merit-based pay adjustments may be awarded by Afognak Native Corporation in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including written information about an employee's performance. A positive performance evaluation will not necessarily correlate with a pay increase.



It is the intent of Afognak Native Corporation to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, the right to terminate the employment relationship at-will at any time is retained by both the employee and Afognak Native Corporation. No representative of Afognak Native Corporation is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing signed by the CEO/President or Vice President of Human Resources.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Employees classified as exempt generally receive a salary that is intended to cover all hours worked including hours in excess of 40 in a workweek or overtime as defined by applicable state law. An employee's exempt or non-exempt classification may be changed only upon written notification by Afognak Native Corporation management.



Kodiak Alutiiq Dancers

Under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), an employee and/or the employee's dependents may continue health coverage for a specified period of time after coverage would normally terminate. This coverage is provided at the employee's own expense.

To be eligible to continue coverage, a "qualifying event" must occur which would otherwise result in loss of coverage for the employee and/or covered dependents. "Qualifying events" include separation from Afognak Native Corporation for any reason other than gross misconduct, divorce or legal separation, or a dependent child ceasing to qualify as a dependent under the plan. The health benefits offered to COBRA beneficiaries will be the same as those offered to active employees.

When the "qualifying event" is separation from employment, the employee and/or covered dependents may continue coverage for up to eighteen (18) months. If however, an employee or dependent is disabled at the time of separation, coverage for the disabled person may continue for up to twenty-nine (29) months. An additional premium will be charged for the nineteenth through the twenty-ninth month. When the "qualifying event" is due to divorce or legal separation or when a dependent child ceases to qualify as a dependent under the plan, the dependent(s) may continue coverage for up to thirty-six (36) months.

Afognak Native Corporation and/or the insurance carrier will be responsible for notifying the employee and dependents of their right to continue benefits within the time frames specified by law. The employee or dependent must notify Afognak Native Corporation in writing within sixty (60) days of the qualifying event of the intent to elect continuation coverage.

This is a brief summary of COBRA provisions. Additional entitlements may be available under state law. Employees and/or dependents whose coverage ends under the Company's health plan will be provided additional information upon hire and at termination. Active employees who desire more information regarding COBRA provisions may request this information from the Human Resources Department.

Afognak Native Corporation will abide by any applicable state COBRA requirements as applicable.

Federal and state laws require Afognak Native Corporation to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Accurately recording time worked is the responsibility of every employee. Employees should accurately record the time they work each day, per job, on their timesheet. Additional clock in and out procedures for rest / meal breaks could be required per state regulatory requirements. Overtime work must always be approved before it is performed. In addition, all time taken as holiday, annual leave with pay or time without pay should be accounted for on the timesheet.

Altering, falsifying, tampering with timesheets, or recording time on another employee's timesheet may result in disciplinary action, up to and including termination of employment.

If an employee is asked to record time incorrectly or to a project or contract on which the employee did not work, the employee must immediately contact their supervisor, the Legal Department, a Human Resources Manager or Afognak's employee Hotline at 800-829-8547. Concerns raised through the Hotline may be done so anonymously.

Do not work off the clock. "Off-the-clock" work is time spent by an employee performing work that is not reported to the Company as time worked.

It is the employees' responsibility to sign their timesheet to certify the accuracy of all time recorded. The supervisor will review and then approve the timesheet before submitting it for payroll processing. In addition, if corrections or modifications are made to the timesheet, both the employee and the supervisor must verify the accuracy of the changes by re-signing the timesheet.

Timesheets are due to Payroll no later than 10 a.m. AST (2 p.m. EST) on the proceeding business day following the end of the pay period unless otherwise notified by the Payroll Department.

Meal periods and rest periods are provided in accordance with applicable law.

Electronic Timesheet Procedure: Electronic timesheets should be used for all employees. All time record formats must be approved by the Afognak Payroll Department prior to use. Below is a list of procedures to be followed in order for electronic timesheets to meet control measures.

1. The employee should have control over the entry of hours on their timesheet and must enter the hours worked daily. The timesheet must be available for audit on any day requested.
2. The timesheet must have the employee's information (i.e. First Name, Middle Initial, Last Name, employee ID number, Company, work location, pay period, project, labor category) on it when sent to the employee.
3. The timesheet must be password protected and the employee alone will have control over their password.
4. Once the timesheet is processed, any errors that are later discovered must be corrected using another line with the correct information
**See correcting instructions available at www.my.alutiiq.com (click on Payroll).
5. All corrections must be approved by the employee and their supervisor.

Employees are required to comply with the Afognak Time Reporting Policy, which is provided to new employees during orientation. A copy of this policy can be viewed at www.my.alutiiq.com.



Scenic view of Kodiak, Alaska

401 | PAY PERIOD / PAY DAYS

Typically, each pay period is semi-monthly and paid 10 days later, unless more frequent payment or a shorter lag from the end of pay period to the actual pay day is required by applicable state law. Pay advances or “early checks” will not be authorized. In the event that a regularly scheduled payday falls on a weekend or banking holiday, employees will typically receive pay on the business day prior to the regularly scheduled payday. Employees who provide express written authorization may participate in Afognak Native Corporation’s direct deposit payroll program or Paycard. Direct deposit or Paycard are the recommended methods of receiving pay, as payroll checks are sent from Anchorage, Alaska. If flights are delayed for weather, disaster or other unavoidable reasons, paychecks could be received late, unless otherwise prohibited by applicable law. First payments are always live checks sent via USPS to employees while direct deposits pre-note. Following payments if not paid via direct deposit or Paycard are mailed via regular US Postal Service. Pay stubs may be found on www.my.alutiiq.com (click on payroll), unless otherwise required by applicable law. Each paycheck will include earnings for all work performed through the end of the payroll period as reported on the employee’s timesheet.



Scenic view of old Afognak Village

402 | EXEMPT EMPLOYEES SAFE HARBOR POLICY

In accordance with the Fair Labor Standards Act (FLSA), employees classified as Exempt, salaried will receive a predetermined amount to compensate for all hours worked for the Company. This predetermined amount will not vary from pay cycle to pay cycle and cannot be reduced due to quality or quantity of the employee’s work or the number of days or hours worked in the workweek, subject to the exceptions listed below.

Exempt employees may be subject to the following permissible salary deductions, except where prohibited by state law:

- Any workweek in which no work was performed at all
- Full day absences for personal reasons
- Full day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for loss of salary caused by both sickness and disability
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others)
- Family and Medical Leave absences (either full or partial day)
- To offset amounts received as payment for jury and witness fees or military pay, unless otherwise prohibited by state law
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies and procedures
- The first or last week of employment in which less than a full week is worked

An Exempt salary may also be reduced for certain types of deductions such as personal benefit selections, lawful taxes, garnishments, or voluntary contributions to a 401(k) retirement plan.

It is a proper deduction to use an employee’s accrued vacation, personal or other forms of available paid time off banks for full or partial day absences due to personal reasons, sickness or disability, unless otherwise restricted by applicable federal, state or local law.

402 | EXEMPT EMPLOYEES SAFE HARBOR POLICY

In any workweek where work is performed, an Exempt employee's salary will not be reduced for any of the following reasons (accrued PTO will be utilized to offset partial day absences, unless otherwise restricted by applicable federal, state or local law).

- Partial day absences for personal reasons, sickness or disability
- Absence because the facility is closed on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week work was performed
- Any other deductions prohibited by state or federal law

Company policy will comply with the salary basis requirements of the FLSA and any applicable state regulations. Therefore, any improper deductions from the salaries of exempt employees are strictly prohibited. If you are an Exempt employee and believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt reply), you should immediately contact the Human Resources Department.

Every report will be fully investigated and corrective action taken, where appropriate, up to and including discharge for any employee(s) violating this policy. If determined that an improper deduction has occurred, prompt reimbursement will be made. In addition, Afognak Native Corporation will not allow any form of retaliation against individuals reporting alleged violations of this policy or cooperating in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

This policy is subject to applicable state law.

403 | OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Working overtime without authorization may result in disciplinary action, up to and including termination.

Overtime compensation is paid to all non-exempt employees in accordance with federal and applicable state laws.

As required by law, overtime pay is based on actual hours worked. Time off for annual leave with pay, paid holiday, jury duty, witness duty, bereavement leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

404 | TRAVEL POLICY

Afognak Native Corporation will pay for or reimburse employees for the reasonable costs of Afognak Native Corporation business-related travel, which is authorized in advance by senior management or as otherwise required by applicable law. Payment and reimbursement may be denied in the absence of sufficient documentation of the travel expenses, unless otherwise required by applicable law.

When a non-exempt employee is required to travel out of town in connection with a work assignment, the employee will be paid for all hours worked. In addition, the non-exempt employee will be paid for travel time that crosses the employee's normal workday, regardless of the day of the week. For example: if the employee normally works 8:00 am to 5:00 pm and travels during these hours on any day, they will be paid as time worked. Time spent traveling outside of these hours will not be paid, subject to applicable federal and state law requirements.

Employees are required to comply with the travel policy. A copy of this policy, travel request forms and travel information can be viewed at www.my.alutiiq.com (click on My Policies).

405 | EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - employment termination initiated by an employee who chooses to leave Afognak Native Corporation voluntarily. Although advance notice is not required, Afognak Native Corporation requests at least two weeks' written resignation notice from all employees. At Afognak Native Corporation's option, upon receiving notification from an employee of their intent to resign, Afognak Native Corporation may pay the employee two weeks' compensation and not require the employee to report to work.
- Discharge - employment termination initiated by Afognak Native Corporation.
- Retirement - voluntary retirement from active employment status initiated by the employee.

Afognak Native Corporation may schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts owed to Afognak Native Corporation, or return of company-owned property. Suggestions, concerns, and questions can also be voiced.

Unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, employment with Afognak Native Corporation is based on mutual consent, and both the employee and Afognak Native Corporation have the right to terminate employment at-will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms,

conditions, and limitations of such continuance.

The Vice President of Human Resources or designee must review all involuntary termination decisions.

Former employees who left the Company in good standing and were classified as eligible for rehire may be considered for reemployment. An application must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required. Supervisors must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee, unless otherwise required by applicable law. Previous tenure will not be considered in calculating longevity, leave accruals or other benefits, unless otherwise subject to applicable federal, state or local regulations.

406 | SEVERANCE PAY

Afognak Native Corporation generally does not grant severance pay to employees. However, Afognak Native Corporation reserves the right to make exceptions to this policy in its sole and absolute discretion or as otherwise required by applicable state law. Any severance payment is conditioned upon the signing of a release agreement. All severance agreements must be approved by the Chief Legal Officer/General Counsel, Vice President of Human Resources, Senior Vice President Finance or CEO/President.

501 | WHISTLEBLOWER POLICY

It is the policy of Afognak Native Corporation to comply with and require its employees to comply with all applicable legal and regulatory requirements relating to corporate reporting and disclosure, accounting and auditing controls and procedures, and general legal compliance. This Whistleblower policy governs the process through which employees and others can notify representatives of Afognak Native Corporation and/or the Board of Directors of potential violations or concerns.

Reporting Alleged Violations or Concerns:

Afognak Native Corporation is committed to providing a workplace conducive to open discussion of its business practices. It is the policy of the Company for anyone aware of a possible violation of the Afognak Code of Ethics and Business Conduct, our internal policies and procedures, or any legal requirement to report it.

If an employee reasonably believes that Afognak Native Corporation or any of its employees have violated applicable legal or regulatory requirements, the Afognak Code of Ethics and Business Conduct, or internal policies, the employee may report the potential violation through any of the available reporting vehicles described below:

- If an employee has a concern of illegal or dishonest activity, the employee has several reporting options:
 - the employee's immediate supervisor
 - a manager that is not the employee's direct supervisor
 - a Human Resources Manager
 - the Legal Department
 - the Ethics & Compliance Hotline (800-829-8547) (Note that concerns submitted to the Hotline may be done so anonymously.)
- The concern should be factual rather than speculative or conclusory, and should contain as much specific information as possible to allow for assessment and investigation. The Company may, in its reasonable discretion, determine not to commence an investigation if a concern contains only unspecified or broad allegations of wrongdoing without appropriate informational support.
- Employees must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Investigation of Concerns: Afognak Native Corporation, or the Board of Directors as appropriate, will make a reasonable investigation of the allegations and will inform the report of the outcome of the investigation (subject to confidentiality limitations). In cases where

confidentiality, privilege, personnel action, or risk management factors support nondisclosure, management or the Board of Directors may inform the employee that the matter was investigated / reviewed, and appropriate action has been taken without providing further details of the investigation and/or actions taken.

The employee making a concern is not responsible for investigating the activity or for determining fault or corrective measures.

Whistleblower Protections for Contractor

Employees: In conjunction with 48 CFR 52.203-17 and DFARS Subpart 203.9, as a company employee, you can't be discharged, demoted, or otherwise discriminated against as reprisal for disclosing information that you reasonably believe is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority related to a Federal contract, a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), or a substantial and specific danger to public health or safety.

You are afforded these protections when you disclose this information to:

1. A Member of Congress or a representative of a committee of Congress
2. An Inspector General
3. The Government Accountability Office
4. A Federal employee responsible for contract oversight or management at the relevant agency
5. An authorized official of the Department of Justice or other law enforcement agency
6. A court or grand jury
7. A management official or other company employee who has the responsibility to investigate, discover, or address misconduct

An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

These protections do not give you any rights to disclose classified information not otherwise provided by law.

48 CFR 52.203-17 and DFARS subpart 203.9 provide additional information regarding the procedure for handling complaints, remedies, and other helpful information.

Afognak Native Corporation provides a safe and healthy workplace for employees, customers, visitors, and stakeholders. It has an established workplace safety program that focuses on the prevention of injuries and regulatory compliance. Safety is everyone's responsibility and the key to success is that collective strong commitment.

Afognak Native Corporation supports a proactive Safety Culture. Safety information is disseminated to management and employees through regular internal communication channels including, but not limited to, safety newsletters, safety conference calls, safety committees, safety policies, bulletin board postings, memos, and safety training courses.

All employees are required to work safely as a condition of employment. Employees shall strictly follow all applicable safety rules/policies, follow posted safety signage, and participate in required safety training. Employees should immediately report any unsafe condition or unsafe act to the appropriate manager or supervisor. If an employee has a safety-related question, the employee should contact his/her project/site management team immediately.

Employees who violate safety rules, do not participate in required safety training, contribute to accidents/incidents, fail to report injuries or property damage, or deliberately tamper with Personal Protective Equipment or Life Safety Equipment may be subject to disciplinary action up to and including termination of employment.

All accidents/incidents resulting in injury or property damage must be immediately reported to the appropriate manager or supervisor. Proper forms and statements must be sent to WorkersComp@alutiiq.com as soon as possible to initiate the workers' compensation process for employee work-related injuries and to ensure that safety reporting regulations and deadlines are met. Any motor vehicle incident must be reported to the appropriate manager or supervisor and to AutoAccidents@alutiiq.com. Other safety questions or concerns should be sent to Safety@alutiiq.com for further investigation, disposition, and feedback.

It is the policy of the Company to set acceptable standards by which corporate-owned, leased or rented motor vehicles may be operated and maintained. The Motor Vehicle Operations and DOT Compliance (previously titled: DOT Compliance and Motor Vehicle Safety) Program establishes limitations regarding Authorized Drivers and their qualifications, including their participation in the motor vehicle safety training program, review of their motor vehicle record reports, and other risk controls established to ensure compliance with applicable laws and regulations to limit corporate liability, protect employees from injuries associated with auto accidents, and support the safe and responsible operation of the Company's motor vehicles.

The Motor Vehicle Operations and DOT Compliance Program is the primary document applicable to all Company operations and Authorized Drivers, and it is intended to be the foundational resource document establishing over-arching motor vehicle safety provisions that flow down to all Afognak Native Corporation job and project sites. Due to the range of work conducted at Afognak Native Corporation, it is expected that any specific contract may impose additional safety measures on the Company. Where these exist, this document shall serve as a companion document and shall be considered the minimally acceptable standards for the operation of the Corporation's leased, owned or rented motor vehicles.

Employees are required to comply with the Motor Vehicle Operations and DOT Compliance Program. A copy of this policy can be viewed at www.my.alutiiq.com (click on My Policies).



Alpine on Kodiak Island

In keeping with Afognak Native Corporation's intent to provide a safe and healthful environment, tobacco products defined as any product intended for human consumption that is comprised of or contains tobacco (e.g., cigarettes, cigars, pipes, dip, chew, snuff, snus), and nicotine-delivery devices (e.g., e-cigarettes, vaporizers, hookahs) are prohibited in or on Company property. "Company Property" refers to all interior and exterior offices, as well as outside grounds and parking areas, that are owned or leased by the Company.

Employees, tenants, volunteers, visitors, vendors and clients shall not use tobacco products in or on Company property; in vehicles, including watercraft, owned or leased by the Company; or in privately owned vehicles parked on Company property. Vaping devices are prohibited regardless of tobacco or nicotine content. If questions arise regarding the physical parameters of the prohibitions contained in this policy, the Afognak Native Corporation Executive Vice President or their designee shall make the final determination.

Employees who violate this policy are subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their concerns with their supervisor or Human Resources. Retaliation will not be permitted against any employee who reports a perceived violation of this policy.

Employees are required to comply with the Tobacco-Free Campus Policy. A copy of this policy can be viewed at www.my.alutiiq.com (click on My Policies).



Shareholder Rose Kreger with daughter, Shareholder Madelyn Kreger & Elder Helen Nelson lighting the oil lamp at the 2019 Annual Meeting of Shareholders

To ensure orderly operations and provide the best possible work environment, Afognak Native Corporation expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. As such, the list below should not be considered all-inclusive or exhaustive. The possible absence of a particular behavior deemed unacceptable does not preclude nor does the company release the right to address and correct such behavior to the extent deemed necessary. The following examples of infractions of rules of conduct may result in disciplinary action, up to and including termination of employment. In some cases, there are specific policies and procedures dealing with the infractions mentioned below.

- Theft, inappropriate removal or unauthorized use of company property
- Falsification of documents, including, but not limited to:
 - Employment application
 - Timekeeping records
 - Work product
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating vehicles or equipment
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of property
- Failure to comply with or disregard for a lawful management directive
- Failure to perform assigned job duties
- Unauthorized expenditure of Company funds
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other harassment or discrimination in violation of company policy and/or applicable law
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, unless such a restriction is prohibited by applicable law
- Unauthorized use of telephone or other employer-owned equipment
- Unauthorized presence in a facility at any time

603 | EMPLOYEE CONDUCT & WORK RULES - *Continued*

- Unsatisfactory attendance to include absenteeism, tardiness and early departures, unless such absences, tardiness and/or early departures are protected by applicable law
- Violation of company policy
- Unsatisfactory performance or conduct

Employment with Afognak Native Corporation is at the mutual consent of Afognak Native Corporation and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law.

In the event that any of the above infractions are noticed, report them to your supervisor or to a Human Resources Manager and appropriate steps will be taken to investigate and correct the conditions as necessary.



Spruce Cape sunrise photo courtesy Shareholder Will Ourada - Kodiak, Alaska

604 | PROGRESSIVE CORRECTIVE ACTION POLICY

Our progressive corrective action policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. When someone's conduct falls outside of acceptable behavior and performance, it may be necessary to initiate performance counseling and/or disciplinary action, up to and including termination.

Outlined below are steps of our progressive corrective action policy. Afognak Native Corporation reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling and/or training, the employee's work record and the impact the continuing conduct and performance issues have on our organization.

Each employee is responsible for their individual performance and conduct. When problems arise, the progressive corrective action policy will involve communication between the supervisor and employee to identify the problem, outline expectations for meeting performance and conduct standards, and develop a plan for improvement and change.

Many factors will be considered in determining the appropriate level of corrective action, including the severity and nature of the conduct, the employee's overall employment record and length of service, and applicable policies and procedures.

Afognak Native Corporation reserves the right to exercise judgment and discretion in determining the appropriate counseling or corrective action in any situation.

In most circumstances, a progressive approach will be used to correct performance or conduct. For the most serious violations, first-time offenses may result in corrective action up to and including discharge.

Counseling and Verbal Warning

This creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance,

conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Written Warning

While it is hoped that the performance, conduct or attendance issues that were identified in the counseling and verbal warning have been corrected, Afognak Native Corporation recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct or attendance issues and consequences.

For the written warning, the immediate supervisor and a program manager or director typically will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee or continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action typically will be issued. A warning that outlines how the employee may be subject to additional corrective action, up to and including termination if immediate and sustained corrective action is not taken, will also be included in the written warning.

Suspension and Final Written Warning

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor, with approval from the Human Resources Department, may remove the employee from the worksite pending the results of the investigation. Such administrative leave is usually unpaid, though, if available, an employee may substitute paid time off during the investigative phase only.

Suspensions that are recommended as part of the normal progression of this progressive corrective

action policy are subject to approval from the highest ranking executive officer of the Company entity employing the employee (that is, the President of an employer subsidiary, the COO of Alutiiq, LLC if employed by that entity, or the CEO/President of ANC if employed by that entity) and the Human Resources Department.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension for partial workweeks of exempt salaried employees is reserved for serious workplace safety or conduct issues. Human Resources will provide guidance so that the corrective action is administered and within compliance of the FLSA exemption status.

Recommendation for Termination of Employment

Employment may be terminated based on progressive corrective action or based on the severity of a single incident. Generally, the Company will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the facts and circumstances of each case will determine what action, up to and including discharge from employment, is appropriate. Decisions to terminate employment must be approved by the Vice President of Human Resources or designee and subsidiary President. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be reviewed by the Vice President of Human Resources or designee and subsidiary President.

The employee typically will be provided copies of all progressive corrective action documentation, including all performance improvement plans. The employee typically will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents

Resources Available to Employees

The Employee Assistance Program (EAP) is

available to provide resources and suggestions as an employee is taking steps to ensure that the inappropriate conduct or policy violation does not reoccur.

An employee who believes that they have been subjected to corrective action because of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws (“protected status”) and/or alleged retaliation should contact the Human Resources Department, the Legal Department or the Ethics and Compliance Hotline at 800-829-8547.

This policy is not intended to apply to statements or actions protected under Section 7 of the National Labor Relations Act (NLRA).



Orcas in front of the Kodiak Afognak Native Corporation Headquarters photo courtesy Shareholder spouse Katie Ward



Them Afognak Guys by Alutiiq Artist Perry Eaton

Afognak Native Corporation has a vital interest in ensuring safe, healthful and efficient working conditions for our employees. In addition, as a federal contractor, we have a duty to safely and efficiently provide the public with quality goods and services at a reasonable cost. The unlawful presence of controlled substances or use of alcohol in the workplace conflicts with these vital interests and constitutes a violation of the public trust. For these reasons, we have established, as a condition of employment and continued employment, the following drug and alcohol free workplace policy.

No employee may be under the influence of any illegal drug or alcohol while in the workplace, while on duty, or while operating a vehicle or equipment. Employees also are prohibited from reporting to work or working while they are using or under the influence of any legal drugs or controlled substances which may impact an employee’s ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner’s instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or marijuana used under a lawful recreational use law or to use medical marijuana/recreational use of marijuana as a defense to a policy violation or positive drug test, to the extent you are subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

While on Afognak Native Corporation premises and while conducting business-related activities off Afognak Native Corporation premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances. Further, no employee may consume alcohol while on duty or within the workplace.

Employees must notify the Human Resources Manager of any criminal drug statute conviction for a violation occurring within the workplace within 5 days of such conviction. Within 10 days of such notification or other actual notice, Afognak Native Corporation will advise the contracting agency of such conviction.

605 | DRUG & ALCOHOL FREE WORKPLACE - *Continued*

In accordance with federal and state laws, employees under the age of 21 are prohibited from serving or consuming alcohol.

Afognak Native Corporation, in its discretion, reserves the right to conduct pre-employment, post-accident, random, and reasonable cause drug and alcohol tests, subject to applicable law. Confirmed illegal use of drugs will not be tolerated and will be grounds for refusal to hire or for termination, subject to applicable law.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

In the event an employee feels that another employee may be under the influence of drugs or alcohol, the employee should immediately report the incident to their supervisor or to a representative of the Human Resources Department.

If a person is believed to be under the influence of drugs or alcohol, the Human Resources representative or the supervisor will remove the individual in question from the workplace and arrange testing as necessary, subject to applicable law.

At the discretion of Afognak Native Corporation, any employee who violates our drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program.

Afognak Native Corporation maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

Employees may be subject to additional requirements by the contracting agency and as

mandated by the Department of Transportation Regulations and Federal Drug & Alcohol Free Workplace Act. Project Managers shall work with Human Resources representatives to identify additional methods or procedures that may be required under the Act.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or a Human Resources representative.

Employees are required to comply with the Non-DOT Drug and Alcohol Abuse Policy Manual. A copy of this policy can be viewed at www.my.alutiq.com (click on My Policies).

606 | DISCRIMINATION, SEXUAL & OTHER HARASSMENT & RETALIATION PREVENTION

Afognak Native Corporation does not tolerate and prohibits discrimination and sexual or other harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws ("protected status"). As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Afognak Native Corporation also prohibits retaliation as defined below.

Afognak Native Corporation is committed to providing a work environment that is free of discrimination, sexual and other harassment and retaliation. All discrimination, sexual or other harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor,

or other third party. In addition to being a violation of this policy, discrimination, sexual and other harassment or retaliation based on any protected status as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Discrimination Defined: Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's protected status.

Harassment Defined: Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected status or which creates an intimidating, hostile or offensive working environment that interferes with work performance.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined: Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to such conduct or those advances or requests is made either explicitly or implicitly a

- term or condition of an individual's employment;
- submission to or rejection of such conduct or advances or requests by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if the individual is not the intended target.

Harassment because of sex includes sexual harassment (including sexual harassment based on gender, gender expression, gender identity, or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, or blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

Retaliation Defined: Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: any action that would keep an employee from reporting discrimination, sexual and other harassment or retaliation; shunning and avoiding an individual who reports discrimination, sexual and other harassment or retaliation; express or implied threats or intimidation intended to prevent

an individual from reporting discrimination, sexual and other harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

Complaint Process: Employees who believe that they have witnessed or been subjected to discrimination, sexual or other harassment or retaliation should bring this to the attention of their supervisor and/or Department Manager; the Human Resources Manager at (888-232-9574) or Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320; the Chief Compliance Officer (907-222-9500); or the Ethics and Compliance Hotline (800-829-8547). If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the Human Resources Manager (888-232-9574 or Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320), the Chief Compliance Officer (907-222-9500) or Ethics and Compliance Hotline (800-829-8547) immediately, to the extent either was not the original point of contact.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised to Human Resources at 888-232-9574 or Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320; or the Chief Compliance Officer at 907-222-9500; or the Ethics and Compliance Hotline (800-829-8547).

The employee also has the right to file a charge with the appropriate municipal, state, or federal agency.

Investigation: Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However,

complete confidentiality may not be possible in all circumstances. All employees must cooperate with any investigation conducted pursuant to this policy.

- Normally, the investigator will be the Department Manager or the Human Resources Manager. The investigation will include interviews with the complainant, the alleged offender, who will be informed of the allegations made, and any witnesses or other relevant persons as necessary to establish the facts. Other individuals may be involved as necessary to resolve the complaint. Relevant documents also will be reviewed.
- As soon as practicable after the investigation is concluded, the Department Manager and/or the Human Resources Manager will determine whether the Afognak Native Corporation's policy has been violated. Following the conclusion of the company's investigation, a company representative will advise the principal parties concerned of the results of their investigation (subject to confidentiality limitations).
- Anyone who is determined after an investigation to have engaged in conduct in violation of this policy will be subject to corrective measures. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, sexual or other harassment, and/or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Implementation: Every Afognak Native Corporation employee is expected to support and carry out this policy. Any person who receives a report of discrimination, sexual or other harassment and/or retaliation is expected to seriously consider all such complaints and to take immediate steps to implement this policy in accordance with the provisions contained herein.

Afognak Native Corporation is committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Afognak Native Corporation and personal property.

Prohibited Conduct: Threats, threatening language or any other acts of aggression or violence made toward or by any Afognak Native Corporation employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious and/or destructive action undertaken for the purpose of domination or intimidation. Weapons are prohibited on Afognak Native Corporation premises except as required by certain job-related activities, for example an armed security officer or if such prohibition is restricted by applicable law, or to the extent that this prohibition is restricted by other applicable law.

Procedures for Reporting a Threat: All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidentially to the extent doing so does not impede Afognak Native Corporation's ability to investigate and respond to complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, Afognak Native Corporation will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

If you have any questions about this policy, please speak with management or the Human Resources Department.

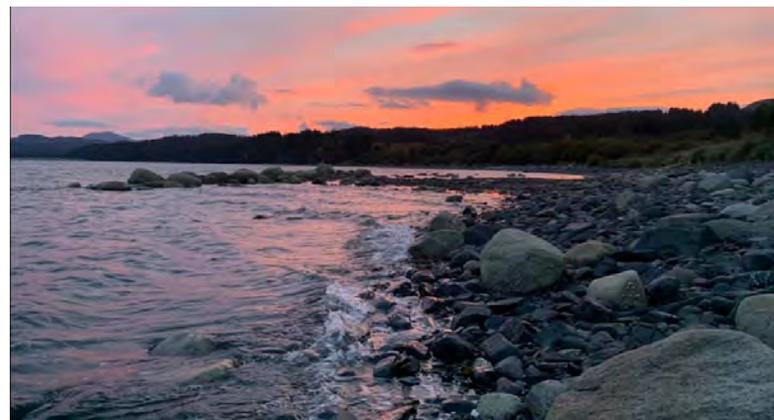
To maintain a safe and productive work environment, Afognak Native Corporation expects employees to be reliable and to be punctual in reporting for scheduled work. Employees should be on time and be prepared to work. Employees should not spend undue amounts of time conducting personal business during work hours.

Breaks from work may be given, per applicable state law, and should not be abused. Promptly and timely returning from a break is required.

Absenteeism, tardiness and early departures place a burden on other employees and on Afognak Native Corporation. In the rare instances when employees cannot avoid being late to work, need to leave early or are unable to work as scheduled, they should personally notify their supervisor as soon as possible in advance of the anticipated tardiness, early departure or absence. Any employee who fails to report to work without notification to their supervisor for a period of three consecutive work days or more generally will be considered as job abandonment and to have voluntarily terminated their employment relationship.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

In evaluating employee attendance and otherwise administering this policy, Afognak Native Corporation does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.



Sunset in Port Lions, Alaska photo courtesy Shareholder Keana Bendixen

609 | PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Afognak Native Corporation presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work, unless otherwise required by applicable law.

Consult your supervisor if you have questions as to what constitutes appropriate attire.



Descendant Zody Sholl wearing a recreation from the Etholen collection located in Finland, collected from the Koniag region in 1846. Created from fur seal, rabbit, fish skins, fox, shells, feathers, and embroidery. Regalia created by Shareholder Hanna Sholl. Photo courtesy Sholl Photography

610 | NEPOTISM

Afognak Native Corporation discourages nepotism. Nepotism is defined as favoritism shown to an immediate family member while functioning as an employee of Afognak Native Corporation.

No person shall hold a job or be hired for a job that requires the employee to directly supervise or be supervised by an immediate family member or where the employee has authority to do any of the following with respect to an immediate family member: direct and control the activities and work assignments; review or approve performance reviews, wages, salary adjustments; administer disciplinary actions; and/or recommend or approve the hiring, firing or transfer. The Company reserves the right to individually evaluate, on a case-by-case basis, even those situations where family members are working together where there is no supervisory capacity, where there is a negative impact on the department, and to take appropriate employment action.

A person who serves on a board or committee that has authority over actions involving a family member shall voluntarily recuse oneself from any decision or matter involving an immediate family member.

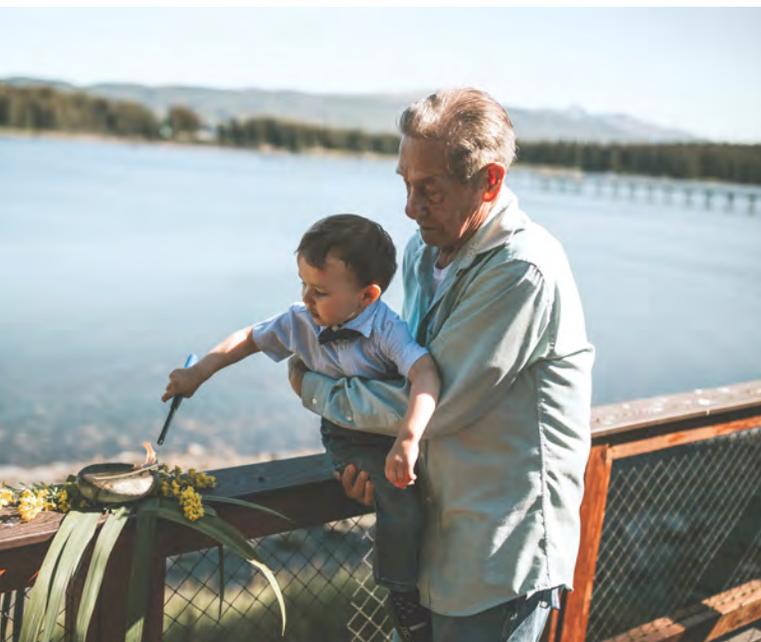
Employees with or who develop such relationships must immediately notify and disclose all relevant circumstances to the Human Resources Department. Afognak Native Corporation reserves the right to take appropriate action, on a case-by-case basis, according to relevant circumstances. Any failure to disclose the nature of the relationship as contemplated in this policy may result in disciplinary action.

The definition of immediate family member for the purpose of this policy includes the employee's spouse or significant other/life partner, child(ren), step-child(ren), adopted child(ren), parents, siblings, or any other relationship where there is a financial tie (e.g. roommate, business/investment partner, etc.).

611 | NON FRATERNIZATION

Afognak Native Corporation always seeks to respect the dignity of its employees. At the same time, when employee conduct has the potential to impact business or create a conflict of interest such as the appearance of favoritism or extended courtesies, it can create unwanted problems for an organization. For this reason, the Company desires to avoid situations where there is a romantic, personal or marital relationship between a supervisor and a subordinate, between co-workers in the same department or where the employee has authority to do any of the following with respect to the other employee: direct and control the activities and work assignments; review or approve performance reviews, wages, salary adjustments; administer disciplinary actions; and/or recommend or approve the hiring, firing or transfer.

Because of potential issues regarding quid pro quo harassment, the Company has made reporting mandatory. Employees with or who develop such relationships must immediately notify and disclose all relevant circumstances to the Human Resources Department. Afognak Native Corporation reserves the right to take appropriate action, on a case-by-case basis, according to relevant circumstances. Any failure to disclose the nature of the relationship as contemplated in this policy may result in disciplinary action.



Shareholder Reginald Gundersen, Sr. and great grandson, Shareholder Reginald Hartley lighting an oil lamp in Port Lions, Alaska

612 | GENERAL ETHICS ISSUES

Employees are required to comply with the Afognak Code of Ethics and Business Conduct, which is provided to new employees during orientation and also to every employee annually. A copy can be viewed at www.alutiig.com (click on staff resources.) and on my.alutiig.com.

700 | MILITARY LEAVE

A military leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. armed services in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances. Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Unless otherwise provided by applicable state law, this time off is without pay. However, employees may use any available paid annual leave for the absence.

Under certain circumstances in accordance with Puerto Rico law, employees will be paid the difference between what would have been the employee's net salary and their net income for reason of their military leave. The employee must provide a written certification stating the income received during military service and the duration of service. Please contact your Human Resources Department for more details.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will

700 | MILITARY LEAVE

be provided by Afognak Native Corporation until the end of the first full month after military leave begins. At that time, employees will become responsible for the full costs of these benefits for up to 24 months if they wish coverage to continue. When the employee returns from military leave, benefits will again be provided by Afognak Native Corporation according to the applicable plans.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing for reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of annual leave and job seniority rights.

Verification of military leave must be presented to show that the leave merits the requirements of this policy.



F/V Alaska Lady photo courtesy Shareholder Emma Nelson

701 | FAMILY & MEDICAL LEAVE (FMLA)

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months (special hours of service eligibility requirements apply to airline flight crew employees), and if at least 50 employees are employed by the employer within 75 miles.

Basic Leave Entitlement: The Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a "rolling" 12-month period dating back from the time the employee requests leave. Leave may be taken for any one, or a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (must be taken within one (1) year of child's birth or placement);
- To care for the employee's spouse, son or daughter, or parent (but not in-law) who has a serious health condition; and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

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

Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees (spouse, son, daughter, parent or next-of-kin of a covered service member) to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; or is in the outpatient status; or is on the temporary disability retired list for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

Benefits and Protections: If applicable, during FMLA leave, the Company must maintain the

employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), the employee will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Use of Leave: An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave: The Company requires the use of accrued paid annual leave and any other paid time off (to the maximum extent permitted by applicable law) while taking

what otherwise would be unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

Employee Responsibilities: Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer's Responsibilities: The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

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

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company's Human Resources Department.

Enforcement: An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

State Differences: Several states including California and New Jersey have different levels of family/medical leave. Please check state law for specific additional benefits.

Afognak Native Corporation is committed to the fair and equal employment of individuals with disabilities. It is the Company's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. Reasonable accommodations will be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees.

It is the policy of Afognak Native Corporation to comply with all federal, state and local laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Americans with Disabilities Act (ADA) as amended, the Equal Employment Opportunity Commission (EEOC) and Section 503 of the Rehabilitation Act of 1973 as well as any other applicable state and local laws, regulations and guidance. Furthermore, it is company policy not to discriminate against qualified

individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Disability: “Disability” generally refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or a record of such impairment. An individual with a disability is qualified if the individual can perform the essential functions of the job, with or without reasonable accommodation.

Reasonable Accommodation: The Company will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations where a workplace barrier may interfere. A reasonable accommodation generally is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.

There generally are three types of reasonable accommodations that may be considered:

1. Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
2. Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; and
3. Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

Essential Job Functions: For each position, the job description typically will identify essential job functions. If there are any questions about the job requirements, they should be directed to your supervisor or manager, or the Human Resources Department.

Requesting a Reasonable Accommodation: An employee with a disability is responsible for requesting an accommodation from the Human

Resources Department, and providing medical documentation regarding the disability when requested, to the maximum extent permitted by applicable law. Once medical documentation is received or as otherwise provided by applicable law, the Human Resources Department will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job, or to enjoy the same benefits and privileges of employment as similarly situated employees without disabilities. Based on this interactive process, a reasonable accommodation will be selected that is most appropriate for both Afognak Native Corporation and the individual employee. While an individual’s preference will be considered, Afognak Native Corporation is free to choose between equally effective accommodations with consideration towards expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for Afognak Native Corporation. Factors to be considered when determining whether an undue hardship exists include but not limited to: the nature and cost of the accommodation; the company’s overall financial resources; the financial resources of the particular facility at which the accommodation is to be made; the number of employees at the facility; the total number of employees of the organization; the type of operation, including the composition, structure and functions of the workforce; and the administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.

Safety: All employees are expected to comply with applicable safety procedures. Afognak Native Corporation will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A direct threat means a significant risk to the health or safety of one’s self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat will be made by the Human Resources Department and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that the individual may submit additional information and/or challenge the determination that he or she poses a direct threat.

702 | DISABILITY ACCOMMODATION POLICY - *Continued*

Confidentiality: All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

Complaint Procedure: It is the policy of Afognak Native Corporation to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels the individual has been subject to such treatment, or has witnessed such treatment, the situation should be reported using the complaint procedure set forth in the Discrimination, Sexual and Other Harassment & Retaliation Prevention policy. Any employee found to have engaged in retaliation against an employee for making a request for reasonable accommodation under this policy, registering a complaint under this procedure, or for assisting in the investigation of any registered complaint will be subject to immediate disciplinary action up to and including discharge.



Shareholder Robert May, Jr. with a successful elk harvest on Afognak Island during the 2017 Hunting & Subsistence Program.

703 | LACTATION ACCOMMODATION POLICY

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, to the extent required by and in accordance with applicable law. If possible and permitted by applicable law, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee's private office, if applicable.

Unless otherwise required by applicable law, the Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations. Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact Human Resources with questions regarding this policy.

800 | SOCIAL MEDIA POLICY

At Afognak Native Corporation, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established guidelines for appropriate use of social media.

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 website, social networking or affinity website, web bulletin board or a chat room, whether

or not associated or affiliated with Afognak Native Corporation, as well as any other form of electronic communication.

The same principles and guidelines found in this Handbook and the Afognak Code of Ethics and Business Conduct apply to your activities online.

Know and follow the rules: Carefully read the guidelines within the Afognak Code of Ethics and Business Conduct and this Handbook to ensure your postings are consistent with these policies. Inappropriate postings containing discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful: Always be fair and courteous to shareholders, customers, suppliers, vendors or people working on behalf of Afognak Native Corporation. Also, keep in mind that you are more likely to resolve work-related concerns by speaking directly with your co-workers or by contacting your Supervisor, Department Manager or Human Resources Department than by posting concerns to a social media outlet. Nevertheless, if you decide to post concerns or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment in violation of our policy. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws ("protected status") or company policy.

Endeavor to be honest and accurate: Endeavor to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you

have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Afognak Native Corporation, fellow employees, shareholders, customers, suppliers, vendors or people working on behalf of Afognak Native Corporation or competitors.

Abide by policies regarding confidential and classified information: Maintain the confidentiality of Afognak Native Corporation's Proprietary Information (defined in section 106 above). In addition, as a defense contractor cleared under the National Industrial Security Program, we are required to abide by regulations aimed to protect National Security Information. Therefore, the safeguarding of classified information, as well as protective unclassified sensitive information, requires dedication on the part of every employee. Unauthorized disclosure of classified information, as well as sensitive unclassified information, whether intentionally or through carelessness, is punishable under federal criminal law. This can be damaging to the individual, the Company, and our nation's security.

Express only your personal opinions: Never represent yourself as a spokesperson for Afognak Native Corporation. Refrain from identifying yourself as a Company employee unless it is directly relevant to the subject matter at hand. If you express an opinion, including an opinion regarding the Company's actions, and also identify yourself as an employee of the Company (or if it can be inferred that you are an employee of the Company), 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 entity that employs you, the rest of the Company as a whole (that is, Afognak Native Corporation, its direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, their shareholders, employees, customers, suppliers, vendors or people working on behalf of any of the foregoing. This is necessary to preserve the Company's goodwill in the marketplace.

Using social media at work: Refrain from using social media while on work time, unless it is work-related as authorized by your manager or consistent with the Computer Network and Internet Policy in this Handbook. Do not use your Afognak or Alutiiq

email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited: Afognak Native Corporation 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 of employment.

For more information: If you have questions or need further guidance, please contact your Human Resources Department or the Legal Department. This policy is not intended to apply to statements or actions protected under Section 7 of the National Labor Relations Act (NLRA) including communications regarding wages, hours, or other terms and conditions of employment.



M/V Tustamena traveling in rough seas photo courtesy Shareholder Lydia Olsen

1. The Company's Corporate Affairs Department is responsible for conveying to the media the Company's position on issues of general interest and matters that affect the Company.
2. The Vice President of Community Investments is the Company's authorized spokesperson for all media inquiries that are directed toward the Company. The CEO/President or the VP of Community Investments, either one acting individually, may designate another senior manager of the Company to serve as a Company spokesperson on a particular issue as appropriate.
3. The Vice President of Community Investments shall promptly inform the CEO/President of all media inquiries, anticipated or actual media coverage, and related issues. The CEO/President shall notify the Board of Directors as appropriate.
4. Any employee having knowledge or information regarding media coverage or a media inquiry seeking the Company's positions on an issue should notify the Corporate Affairs Department immediately. No employee other than the Company's authorized spokesperson may speak to the media on the Company's behalf.
5. The Vice President of Community Investments shall maintain a database of all relevant media coverage, including coverage related to Company industries, competitors, and the Company's business environment. Senior managers are encouraged to send paper or electronic copies of relevant media coverage to the Vice President of Community Investments for inclusion in this database.



Panoramic view toward Port Lions from the mountains of Whale Island photography by Patrick Saltonstall, courtesy the Alutiiq Museum

The use of computers and other equipment does not imply any expectation of employee privacy with respect to that equipment. All Afognak Native Corporation equipment is provided for the purpose of accomplishing Afognak Native Corporation's authorized business. The Company has the right and authority to full and complete access to its own equipment and premises, including information stored on a computer work station or network that it supplies, and may take actions to monitor use of the equipment when deemed necessary to the efficient management and operation of Afognak Native Corporation.

- Use of the network is intended for company purposes. Casual personal use is acceptable if not done during working time.
- Viewing pornographic sites is strictly prohibited.
- Users are prohibited from using the network to run a personal business or in any manner that violates the law.
- Afognak Native Corporation has the right to monitor all online communications including email, instant messaging, blogging, remote access and social networking as relevant.
- Afognak Native Corporation has the right to block users from accessing specific sites.
- Afognak Native Corporation has the right to take disciplinary action against users who violate these policies.
- Personal programs shall not be installed on workstations without written authorization from the Afognak Native Corporation Senior Vice President of Information Technology. Personal computers and other electronic devices (cell phones, tablets, etc.) may not be connected directly to the company's network without written authorization from the Senior Vice President of Information Technology.
- Employees are prohibited from using personal e-mail accounts to conduct Company business. Employees may not forward Company emails to a personal email address.

No Afognak Native Corporation computer is to be used to access any website or other Internet address that traffics in sexually explicit, pornographic, or otherwise morally or legally questionable material.

Use of Afognak Native Corporation's computers to attempt to gain unauthorized access to remote sites (commonly called hacking) is prohibited.

Electronic Mail: Afognak Native Corporation provides electronic mail (e-mail) capabilities to employees for business purposes. All e-mail users should exercise good judgment and common sense when creating and distributing e-mail messages. There is no guarantee of privacy with an e-mail message; Afognak Native Corporation reserves the right to access all aspects of employees' e-mail at any time, for any reason, without notice to the employee.

Employees should use caution before opening unsolicited e-mail from unknown sources. E-mail can carry viruses.

All e-mail users should be aware that messages are backed up and retained by Afognak Native Corporation for a period of time on electronic storage devices after which time they are deleted. Because recipients of e-mail messages may retain them, users should assume that all e-mails are "on file." E-mail messages should not be stored in the system if the same message would not be retained if it were in paper form.

Use of Afognak Native Corporation equipment, whether on Company or personal time, for the transmission of material that in any way could be construed as unlawfully harassing, obscene, illegal, or discriminatory with respect to any protected status is strictly forbidden. The following guidelines also apply to use of electronic mail in Afognak Native Corporation:

- Forgery (or attempted forgery) of e-mail messages is prohibited.
- Attempts to read, copy, modify, or delete e-mail messages of other users are prohibited, except that the Senior Vice President of Information Technology or his designee may effect cleanup of stored files to maintain the network in good working order and to protect customer or Afognak Native Corporation interests.
- Sending harassing, threatening, or obscene messages to anyone via e-mail is prohibited.
- It is required that any official e-mail sent from Afognak Native Corporation over the Internet include the disclaimer below:

CONFIDENTIALITY NOTICE: This e-mail transmission and any documents accompanying it may contain confidential information. The information transmitted is intended only for the use of the individual(s) named above. If you are not the intended recipient of the transmitted information, you are hereby notified that disclosing, copying, distributing, or taking action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, notify the sender and then delete the information.

Confidentiality of data, including e-mail messages, via the Internet cannot be assured. Accordingly, discretion should be used when transmitting customer-sensitive material or Proprietary Information. The Information Technology Helpdesk can provide guidance on encrypting email and portable storage devices to protect data in transit. Always consult your Program Manager to verify that the client permits use of Company email or storage for their data. Employees needing guidance or assistance can contact the Information Technology Helpdesk at helpdesk@alutiiq.com.

Employees are required to comply with the Afognak's Information Technology policies. Copies of these policies can be viewed at www.my.alutiiq.com.



Left to right: Shareholder Chrismon Ward, Shareholder Russel Gundersen, Jr., and Shareholder spouse Katie Ward with their successful elk harvest on Afognak Island during the 2017 Hunting & Subsistence Program

It is the policy of Afognak Native Corporation to respect all computer software copyrights and to adhere to the terms of all software licenses to which Afognak Native Corporation is a part. Your local Network Administrator is charged with the responsibility for enforcing these guidelines.

Afognak Native Corporation's users may not duplicate any licensed software or related documentation for use either on Afognak Native Corporation's premises or elsewhere unless it has been determined that Afognak Native Corporation has been granted that right by agreement with the licensor. Unauthorized duplication of software may subject users and/or Afognak Native Corporation to both civil and criminal penalties under the United States Copyright Act.

Users may not give software to anyone outside Afognak Native Corporation, including contractors, customers, or others. Afognak Native Corporation's users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

All software acquired by Afognak Native Corporation must be approved. Software acquisition channels are restricted to ensure that the Company has a complete record of all software that has been purchased for Afognak Native Corporation's computers and can register, support, and upgrade such software accordingly. Software must be registered in the name of Afognak Native Corporation. Software will never be registered in the name of the individual user.

Afognak Native Corporation's computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on Afognak Native Corporation's machines. Users are not permitted to bring software from home and load it into Afognak Native Corporation's computers without written authorization from the Senior Vice President of Information Technology.

According to the US Copyright Act, illegal reproduction of software is subject to civil damages of as much as \$100,000 per title infringed, and

803 | SOFTWARE POLICY - *Continued*

criminal penalties, including fines of as much as \$250,000 per title infringed and imprisonment of up to five years. An Afognak Native Corporation user who makes, acquires, or uses unauthorized copies of software or otherwise violates this policy will face disciplinary action, up to and including termination of employment.

Penalties and reprimands may also be imposed by Afognak Native Corporation in those instances where an individual knowingly introduces a virus into Afognak Native Corporation-owned equipment. Severity of the penalty will depend on the extent of damage caused, as well as the time and cost to Afognak Native Corporation to remedy that damage, and may range from a verbal reprimand to adverse entries in personnel files to termination of employment.

804 | APPLICABILITY OF STATE & LOCAL LAW POLICIES

It is the policy of Afognak Native Corporation to comply with all applicable federal, state, and local laws. The state and local laws described in the supplemental portions of this handbook may not apply to all employees working in those jurisdictions because certain worksites are subject only to federal law under the federal enclave doctrine. If you have a question regarding whether a particular state or local law policy applies to you, please contact Human Resources.



Boat Beach Panoramic, Port Lions, Alaska photo courtesy Descendant Monica Anderson



Settlers Cove, Port Lions, Alaska photo courtesy Shareholder Keana Bendixen



Afognak



Native Corporation

IMPORTANT LEGAL NOTICES

If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see page 8 for more details.

IMPORTANT LEGAL NOTICES AFFECTING YOUR HEALTH PLAN COVERAGE

THE WOMEN'S HEALTH CANCER RIGHTS ACT OF 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Please refer to the Summary Plan Document for further information.

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

NEWBORNS ACT DISCLOSURE FEDERAL

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).



Winter in Port Lions photo courtesy Reginald Gundersen, Sr.

Notice of Special Enrollment Rights - Continued

Further, if you decline enrollment for yourself or eligible dependents (including your spouse) while Medicaid coverage or coverage under a State CHIP program is in effect, you may be able to enroll yourself and your dependents in this plan if:

- Coverage is lost under Medicaid or a State CHIP program; or
- You or your dependents become eligible for a premium assistance subsidy from the State.

In either case, you must request enrollment 60 days from the loss of coverage or the date you become eligible for premium assistance.

To request special enrollment or obtain more information, contact person listed at the end of this summary.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, the Plan and Plan documents, including the insurance contract and copies of all documents filed by the Plan with the U.S. Department of Labor, if any, such as annual reports and Plan descriptions.
- Obtain copies of the Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report, if required to be furnished under ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report, if any.



Winter at the Russel Gundersen, Sr. Small Boat Harbor photo courtesy Shareholder Reginald Gundersen, Sr.

IMPORTANT LEGAL NOTICES AFFECTING YOUR HEALTH PLAN COVERAGE

Continue Group Health Plan Coverage: If applicable, you may continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You and your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the Plan for the rules on COBRA continuation of coverage rights.

Prudent Actions by Plan Fiduciaries: In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for operation of the Plan. These people, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants.

No one, including the Company or any other person, may fire you or discriminate against you in any way to prevent you from obtaining welfare benefits or exercising your rights under ERISA.

Enforce your Rights: If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$152 per day (up to a \$1,527 cap per request), until you receive the materials, unless the materials were not sent due to reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the available claims procedures under the Plan, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds your claim is frivolous) the court may order you to pay these costs and fees.

IMPORTANT LEGAL NOTICES AFFECTING YOUR HEALTH PLAN COVERAGE

Assistance with your Questions: If you have any questions about your Plan, this statement, or your rights under ERISA, you should contact the nearest office of the Employee Benefits and Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits and Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

SUMMARY OF ANNUAL REPORT

Afognak Native Corporation Health & Welfare

Plan: This is a summary of the annual report of the Afognak Native Corporation Health & Welfare Plan, EIN 92-0047145, Plan No.501, for the period January 1, 2019 – December 31, 2019. The annual report has been filed with the Employee Benefits Security Administration, U.S. Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement: The value of plan assets, after subtracting liabilities of the plan, was \$2,946,641 as of December 31, 2019 compared to \$5,148,199 as of December 31, 2018. The plan experienced a decrease in its net assets of \$2,201,558. During the year, the plan had total contributions of \$24,515,408. This income included employer contributions of \$18,708,633, employee contributions of \$5,738,261, COBRA contributions of \$68,514 and other income of \$134,045. Plan expenses were \$26,851,011. These expenses included \$1,510,947 in administrative expenses and \$25,340,064 in benefits paid to participants and beneficiaries.

Insurance Carriers: During 2019, the plan had contracts with the following carriers to pay life, health, prescription drug, dental, vision, short term disability, long term disability and stop loss claims incurred under the terms of the plan.

- UMR Self-Funded Health (a division of United Healthcare)
- Cigna International
- Discovery Benefits (Flexible Spending Accounts)
- Hawaii Medical Service Association (HMSA)
- MetLife Insurance - Voluntary Plans
- Symetra Life Insurance



Port Lions Lagoon in the winter photo courtesy Keana Bendixen

Your Rights to Additional Information: You have the right to receive a copy of the full annual report, or any part thereof, on request. To obtain a copy of the full annual report, or any part thereof, write or contact:

Peta Fairbanks, Benefits Manager
Afognak Native Corporation
737 Volvo Parkway, Suite 150
Chesapeake, VA 23320
(888) 232-9574

You also have the legally protected right to examine the annual report at the address above or at the main office of the plan located at:

Afognak Native Corporation
3909 Arctic Blvd; Suite 400
Anchorage, AK 99503

You can also obtain a copy from the U.S. Department of Labor in Washington, D.C. (copying costs apply)

Public Disclosure Room, Room N1513
Employee Benefits Security Administration
U.S. Department of Labor,
200 Constitution Avenue
N.W., Washington, D.C. 20210

CONTACT INFORMATION: Questions regarding any of this information can be directed to:

Peta Fairbanks, Benefits Manager
Afognak Native Corporation
737 Volvo Parkway, Suite 150
Chesapeake, Virginia United States 23320
757-277-9967 | pfairbanks@afognak.com

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

Recipients of the notice are encouraged to read the entire notice. Contact information for questions or complaints is available at the end of the notice.

Your Rights: You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices: You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

Our Uses and Disclosures: We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights: When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing, usually within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.
- Ask us to limit what we use or share
- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for up to six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice: You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES. - *Continued*

File a complaint if you feel your rights are violated:

- You can complain if you feel we have violated your rights by contacting us using the information at the end of this notice.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices: For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation
- If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.
- We never share your information for Marketing purposes, unless authorized by you.

Our Uses and Disclosures: How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive: We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Pay for your health services: We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan: We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

Run our organization:

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues: We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research: We can use or share your information for health research.

Comply with the law: We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES. - *Continued*

Respond to organ and tissue donation requests:

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests: We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions: We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities:

- We are required to maintain the privacy and security of your protected health information (PHI)
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

IMPORTANT NOTICE FROM AFOGNAK NATIVE CORPORATION ABOUT YOUR PRESCRIPTION DRUG COVERAGE & MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Afognak Native Corporation and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Afognak Native Corporation has determined that the prescription drug coverage offered by the Afognak Group Health Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.



Sunrise in Port Lions, Alaska photo courtesy Shareholder Keana Bendixen

IMPORTANT NOTICE FROM AFOGNAK NATIVE CORPORATION ABOUT YOUR PRESCRIPTION DRUG COVERAGE & MEDICARE - *Continued*

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current Afognak Native Corporation coverage will not be affected. You can keep this coverage and it will coordinate with Part D coverage.

If you do decide to join a Medicare drug plan and drop your current Afognak Native Corporation coverage, be aware that you and your dependents will be able to get this coverage back during open enrollment or in the case of a special enrollment opportunity.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with Afognak Native Corporation and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage

Contact the person listed below for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Afognak Native Corporation changes. You also may request a copy of this notice at any time.



Fall Sunrise in Port Lions, Alaska

FOR MORE INFORMATION ABOUT YOUR OPTIONS UNDER MEDICARE PRESCRIPTION DRUG COVERAGE

More detailed information about Medicare plans that offer prescription drug coverage is in the “Medicare & You” handbook. You’ll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

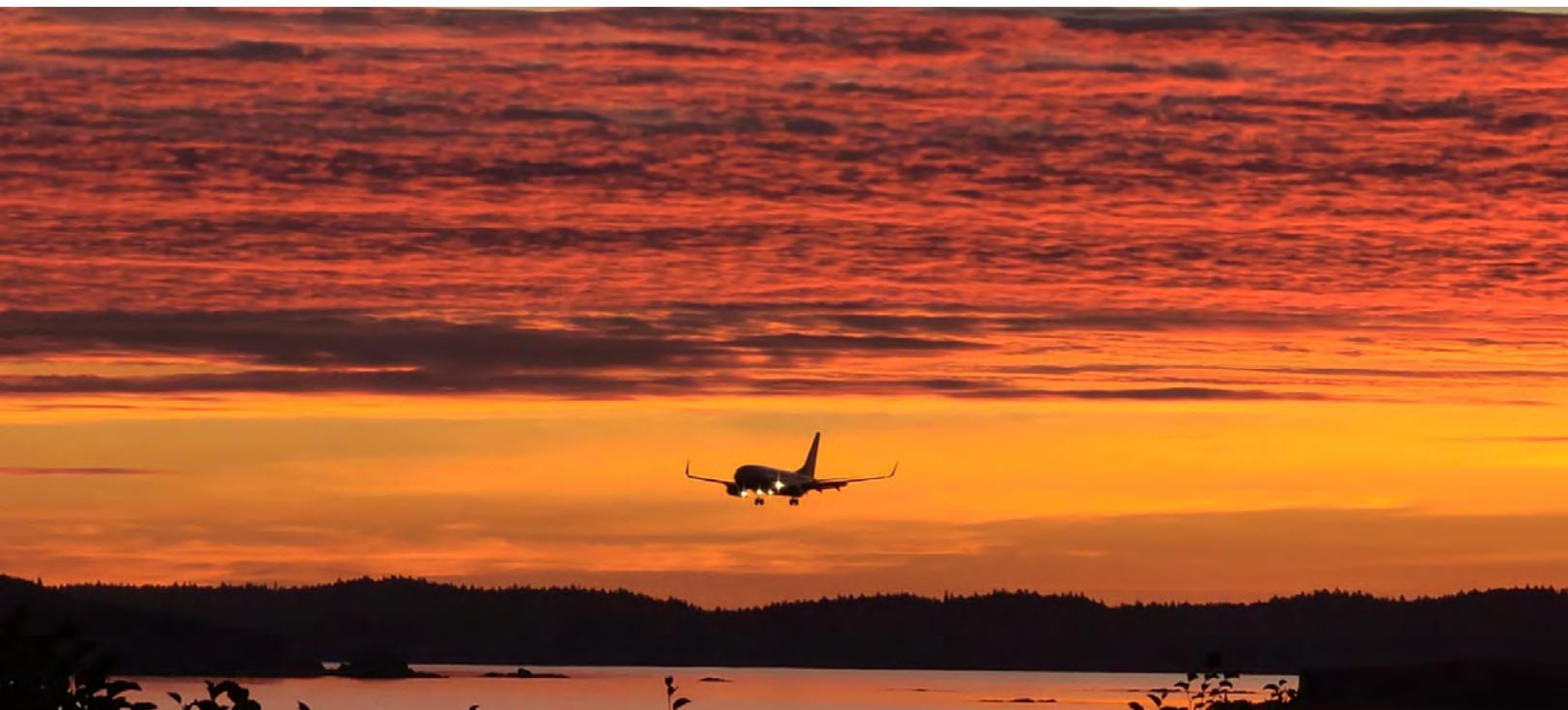
For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the “Medicare & You” handbook for their telephone number) for personalized help
- Call 800-MEDICARE (800-633-4227). TTY users should call 877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov or call them at 800-772-1213 (TTY 800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date:	10/1/2020
Name of Entity/Sender:	Afognak Native Corporation
Contact-Position/Office:	Peta Fairbanks, Benefits Manager 737 Volvo Parkway, Ste. 150 Chesapeake, VA 23320
Phone Number:	(888)-232-9574



Red-eye flight into Kodiak, Alaska photo courtesy Kodiak resident Brandon Foster

IMPORTANT LEGAL NOTICES AFFECTING YOUR HEALTH PLAN COVERAGE

PREMIUM ASSISTANCE UNDER MEDICAID & THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2020. Contact your State for more information on eligibility –

PREMIUM ASSISTANCE UNDER MEDICAID & CHIP STATE CONTACT LIST

ALABAMA – Medicaid

Website: <http://myalhipp.com/>
Phone: 855-692-5447

ALASKA – Medicaid

The AK Health Insurance Premium Payment Program
Website: <http://myakhipp.com/>
Phone: 866-254861
Email: CustomerService@MyAKHIP.com
Medicaid Eligibility: <http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx>

ARKANSAS – Medicaid

Website: <http://myarhipp.com/>
Phone: 855-MyARHIPP (855-692-7447)

CALIFORNIA – Medicaid

Website: https://www.dhcs.ca.gov/services/Pages/TPLRD_CAU_cont.aspx
Phone: 916-440-5676

COLORADO – Health First Colorado

(Colora-do's Medicaid Program) & Child Health Plan Plus (CHP+)
Health First Colorado Website: <https://www.healthfirstcolorado.com/>
Health First Colorado Member Contact Center: 800-223943/ State Relay 711
CHP+: <https://www.colorado.gov/pacific/hcpf/child-health-plan-plus>
CHP+ Customer Service: 800-359-1991/ State Relay 711
Health Insurance Buy-In Program (HI-BI): <https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program>
HI-BI Customer Service: 855-692-6442

FLORIDA – Medicaid

Website: <https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html>
Phone: 877-357-3268

GEORGIA – Medicaid

Website: <https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp>
Phone: 678-564-1162 ext 2131

PREMIUM ASSISTANCE UNDER MEDICAID & CHIP STATE CONTACT LIST - *Continued*

INDIANA – Medicaid

Healthy Indiana Plan for low-income adults 19-64

Website: <http://www.in.gov/fssa/hip/>

Phone: 877-438-4479

All other Medicaid

Website: <https://www.in.gov/medicaid/>

Phone: 800-457-4584

IOWA – Medicaid and CHIP (Hawki)

Medicaid Website: <https://dhs.iowa.gov/ime/members>

Medicaid Phone: 800-338-8366

Hawki Website: <http://dhs.iowa.gov/Hawki>

Hawki Phone: 800-257-8563

KANSAS – Medicaid

Website: <http://www.kdheks.gov/hcf/default.htm>

Phone: 800-792-4884

KENTUCKY – Medicaid

Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:

<https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx>

Phone: 855-459-6328

Email: KIHIPPPROGRAM@ky.gov

KCHIP Website: <https://kidshealth.ky.gov/Pages/index.aspx>

Phone: 877-524-4718

Kentucky Medicaid Website: <https://chfs.ky.gov>

LOUISIANA – Medicaid

Website: www.medicaid.la.gov or www.ldh.la.gov/lahipp

Phone: 888-342-6207 (Medicaid hotline) or 855-618-5488 (LaHIPP)

MAINE – Medicaid

Enrollment Website: <https://www.maine.gov/dhhs/ofii/applications-forms>

Phone: 800-442-6003 TTY: Maine relay 711

Private Health Insurance Premium Webpage: <https://www.maine.gov/dhhs/ofii/applications-forms>

Phone: 800-977-6740 TTY: Maine relay 711

MASSACHUSETTS – Medicaid and CHIP

Website: <http://www.mass.gov/eohhs/gov/departments/masshealth/>

Phone: 800-862-4840

MINNESOTA – Medicaid

Websites: <http://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/medical-assistance.jsp>

<https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp>

Phone: 800-657-3739

MISSOURI – Medicaid

Website: <http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>

Phone: 573-752005

MONTANA – Medicaid

Website: <http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP>

Phone: 800-694-3084

NEBRASKA – Medicaid

Website: <http://www.ACCESSNebraska.ne.gov>

Phone: 855-632-7633

Lincoln: 402-473-7000

Omaha: 402-595-1178

NEVADA – Medicaid

Medicaid Website: <http://dhcfp.nv.gov>

Medicaid Phone: 800-992-0900

NEW HAMPSHIRE – Medicaid

Website: <https://www.dhhs.nh.gov/oii/hipp.htm>

Phone: 603-275218

HIPP Program: 800-852-3345, ext 5218

NEW JERSEY – Medicaid and CHIP

Medicaid Website: <http://www.state.nj.us/humanservices/dmahs/clients/medicaid/>

Medicaid Phone: 609-632392

CHIP Website: <http://www.njfamilycare.org/index.html>

CHIP Phone: 800-700710

NEW YORK – Medicaid

Website: https://www.health.ny.gov/health_care/medicaid/

Phone: 800-542831

NORTH CAROLINA – Medicaid

Website: <https://medicaid.ncdhhs.gov/>

Phone: 919-855-4100

NORTH DAKOTA – Medicaid

Website: <http://www.nd.gov/dhs/services/medicalserv/medicaid/>

Phone: 844-854-4825

OKLAHOMA – Medicaid and CHIP

Website: <http://www.insureoklahoma.org>

Phone: 888-365-3742

OREGON – Medicaid

Websites: <http://healthcare.oregon.gov/Pages/index.aspx>

<http://www.oregonhealthcare.gov/index-es.html>

Phone: 800-699-9075

PENNSYLVANIA – Medicaid

Website: <https://www.dhs.pa.gov/providers/Providers/Pages/Medical/HIPP-Program.aspx>

Phone: 800-692-7462

PREMIUM ASSISTANCE UNDER MEDICAID & CHIP STATE CONTACT LIST - *Continued*

RHODE ISLAND – Medicaid and CHIP

Website: <http://www.eohhs.ri.gov/>
Phone: 855-697-4347, or 40462-0311 (Direct Rlte Share Line)

SOUTH CAROLINA – Medicaid

Website: <https://www.scdhhs.gov>
Phone: 888-549-0820

SOUTH DAKOTA - Medicaid

Website: <http://dss.sd.gov>
Phone: 888-828-0059

TEXAS – Medicaid

Website: <http://gethipptexas.com/>
Phone: 800-440-0493

UTAH – Medicaid and CHIP

Medicaid Website: <https://medicaid.utah.gov/>
CHIP Website: <http://health.utah.gov/chip>
Phone: 877-543-7669

VERMONT– Medicaid

Website: <http://www.greenmountaincare.org/>
Phone: 800-250-8427

VIRGINIA – Medicaid and CHIP

Website: <https://www.coverva.org/hipp/>
Medicaid Phone: 800-432-5924
CHIP Phone: 855-242-8282

WASHINGTON – Medicaid

Website: <https://www.hca.wa.gov/>
Phone: 800-562-3022

WEST VIRGINIA – Medicaid

Website: <http://mywvhipp.com/>
Toll-free phone: 855-MyWVHIPP
(855-699-8447)

WISCONSIN – Medicaid and CHIP

Website: <https://www.dhs.wisconsin.gov/badger-careplus/p-10095.htm>
Phone: 800-362-3002

WYOMING – Medicaid

Website: <https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/>
Phone: 800-251269

To see if any other states have added a premium assistance program since July 31, 2020, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
866-444-EBSA (3272)
Menu Option 4, Ext. 61565

U.S. Department of Health & Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
877-267-2323



Fall Afternoon - Burma Road, Old Woman Mountain, Kodiak, Alaska



Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMBNo.1210-0149
(expires 5-32020)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting as early as January 1, 2021.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit **HealthCare.gov** for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

1. An employer - sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name Afognak Native Corporation	4. Employer Identification Number (EIN) 92-0047145	
5. Employer Address 737 Volvo Parkway, Suite 150	6. Employer Phone Number 757-819-6006	
7. City Chesapeake	8. State VA	9. Zip Code 23320
10. Who can we contact about employee health coverage at this job? Julie Vinson		
11. Phone Number (if different from above)	12. Email Address jvinson@alutiiq.com	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
 - All employees. Eligible employees are:
 - Eligible employees who regularly work 30 or more hours per week. The employer pays the majority of the cost for single premium.
 - With respect to dependents:
 - Eligible dependents are offered coverage.
- If checked, this coverage meets the minimum value standard*, and the cost of this coverage to you is intended to be affordable, based on employee wages.

Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

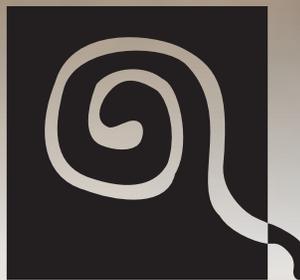
An employer – sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36 B(c)(2)(C)(ii) of the Internal Revenue Code of 1986).



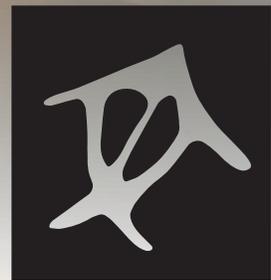
Whale



Drummer



**Ocean
Wave**



Halibut

The images on the logos of Afognak Native Corporation, Alutiiq, LLC and their subsidiaries are called Alutiiq petroglyphs. Petroglyphs are one of the few sources of ancient Alutiiq graphic art, with some of the images dating back 1,500 years. They were carved into boulders, cliff faces, and other stationary pieces of stone, and are still visible today. In the Kodiak Archipelago there are at least six known petroglyph locations, mostly at the entrance of bays, which depict human figures, animal forms, and geometric designs. While their exact meaning remains a mystery, many scholars, anthropologists, and the Alutiiq people have their own interpretations of this beautiful art form. Some theorize that they represent ancestor stories, serve as property territory markers, or even reveal shamanistic activity. For many Alutiiq people, they

represent the identity and strength of the people themselves, our culture and ability to adapt and thrive in a harsh, unforgiving environment.

Generally, our Afognak Shareholders agree the four petroglyphs of the Afognak and Alutiiq logos represent (from left to right) a whale, a drummer, an ocean wave, and a halibut. The whale and halibut represent significant traditional subsistence foods. Traditionally, people hunted whales as a source of food. Today we enjoy watching their magnificence as they migrate past the Kodiak Archipelago each summer to feed.

More information is available at the Alutiiq Museum. Visit www.alutiiqmuseum.org.

Employee Handbook Acknowledgement

This handbook is designed to acquaint you with Afognak Native Corporation and the Alutiiq people, and to provide you with information about working conditions, company values, employee benefits, and the policies affecting your employment (collectively referred to as “policies”) adopted by Afognak Native Corporation (sometimes referred to as the “Company” or “ANC”). ***These ANC policies are applicable to individuals employed by ANC, and also to ANC’s direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, to the extent that those companies and entities formally adopt these policies. For each such company or entity that adopts these policies, the terms “Afognak Native Corporation,” “ANC,” “Company” and “employer” herein shall also refer to each such company and entity, and the terms “employee” and “employees” herein shall also refer to all employees of any such company or entity.*** Please note that some subsidiaries, joint ventures and other business enterprises of Afognak Native Corporation, Alutiiq, LLC or their subsidiaries might adopt policies and/or provide or offer their employees benefits which are different from, or in addition to, the policies and benefits in this handbook. Please consult with the Human Resources Department for information about the particular policies, individual benefits and leave provided by your particular employer. It is the employees responsibility to read, understand, and comply with all policies of this handbook and any other policies that have been adopted by your particular employer. It describes many of your responsibilities as an employee and outlines the programs developed by Afognak Native Corporation to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Since the information, policies, and benefits described here are necessarily subject to change, you acknowledge that revisions to the handbook may occur, except to Afognak Native Corporation’s policy of employment at-will. All such changes will be communicated through official notices, and you understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO/President of Afognak Native Corporation has the ability to adopt any revisions to the policies in this handbook.

The Company has made every effort to ensure the policies in this Handbook are in compliance with all applicable federal, state and local employment laws and regulations. In the event that a provision in this Handbook is in conflict with any applicable federal, state, or local law or regulation, the appropriate law or regulation will prevail, and the provision in this Handbook shall be deemed amended to the extent necessary to comply with such law or regulation.

YOU HAVE ENTERED INTO YOUR EMPLOYMENT RELATIONSHIP WITH THE COMPANY VOLUNTARILY AND ACKNOWLEDGE THAT THERE IS NO SPECIFIED LENGTH OF EMPLOYMENT. ACCORDINGLY, EITHER YOU OR THE COMPANY CAN TERMINATE THE RELATIONSHIP AT-WILL, WITH OR WITHOUT CAUSE, REASON OR NOTICE AT ANY TIME, UNLESS OTHERWISE PROVIDED FOR IN A WRITTEN EMPLOYMENT CONTRACT SIGNED BY THE COMPANY AS AUTHORIZED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT OF HUMAN RESOURCES, OR IN A COLLECTIVE BARGAINING AGREEMENT, OR APPLICABLE STATE LAW. NO STATEMENT OR PROMISE BY A SUPERVISOR, MANAGER, OR DEPARTMENT HEAD MAY BE INTERPRETED AS A CHANGE IN POLICY NOR WILL IT CONSTITUTE AN EMPLOYMENT AGREEMENT OR CONFER CONTRACTUAL RIGHTS. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE(S) WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING SIGNED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT HUMAN RESOURCES.

FURTHERMORE, YOU ACKNOWLEDGE THAT THE POLICIES SET FORTH IN THIS HANDBOOK OR ANY OTHER COMPANY DOCUMENT ARE NOT INTENDED TO CREATE, AND SHALL NOT BE CONSTRUED AS CREATING, A CONTRACT, BARGAIN OR AGREEMENT (INCLUDING A

CONTRACT OF EMPLOYMENT) BETWEEN THE COMPANY AND ANY OF ITS EMPLOYEES. YOU HAVE RECEIVED THE HANDBOOK AND YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE POLICIES IN THIS HANDBOOK AND ANY APPLICABLE STATE SUPPLEMENT AND ANY REVISIONS MADE TO IT.

You have read the Corporate Value Statements contained in the Handbook and you understand it is your responsibility to honor and integrate them into the work you do for the Company.

Employee Signature

Date

Employee Name (Typed or Printed)

Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy Acknowledgement

I acknowledge that I have received, read, and understand the Company's Discrimination, Sexual and Other Harassment, and Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. *California Employees: I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).*

Employee Signature

Date

Employee Name (Typed or Printed)