



Employee Handbook

TAP WORLDWIDE, LLC



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WELCOME TO TAP WORLDWIDE, LLC

PURPOSE OF THIS HANDBOOK

As an employee of TAP WORLDWIDE, LLC (“the Company”), the importance of your contribution cannot be overstated. Our goal is to provide the finest quality products and services to our customers and to do this more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others. You are an important part of this process, for your work directly influences the Company's good will and reputation. We hope you will find your employment with the Company to be both rewarding and challenging.

This Employee Handbook ("Handbook") is designed to summarize many of our personnel policies and to acquaint you with many of the benefits and rules concerning your employment. Questions concerning policies, benefits, and procedures are to be directed to the Company's Human Resources Department and/or to In-House Legal Counsel.

It is each employee's responsibility to read, understand and follow the provisions of this Handbook; accordingly, you will find it to your advantage to read promptly the entire Handbook. The policies contained in this Handbook are effective immediately. This Handbook supersedes and replaces any prior Employee Handbook and/or separately stated policy (whether written, oral, or by course of conduct) that are or may be inconsistent herewith.

MISSION STATEMENT

Our mission is to be the best supplier of Truck, Jeep and SUV aftermarket products and services.

We will exceed our customers' expectations, beat our competitors' value, and give our employees the opportunity to excel.

If you have a Truck, Jeep or SUV, we're all you need.

EQUAL OPPORTUNITY EMPLOYMENT

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Except in those instances required or permitted by law, employment practices (e.g., hiring, promotion, termination, etc.) shall not, and will not, be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, gender, marital status, age, national origin or ancestry, citizenship, pregnancy, actual or perceived physical or mental disability, medical condition, status as a war veteran, sexual orientation, or any other characteristic protected by federal, state, or local laws. In addition, it is the Company's policy to provide an environment that is free of unlawful harassment of any kind, including that which is sexual, age-related, gender-related or ethnic in nature. The Company prohibits unlawful discrimination by any employee of the Company, including supervisors, managers, and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical and/or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship to the Company would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job, either at the time of hire or during employment, should immediately contact the Human Resources Department and/or In-House Legal Counsel.

OPEN DOOR POLICY

The Company believes that employees should be an organization's most important resource. The Company also believes that open communication within an atmosphere of mutual trust is of prime importance to its employees. Realizing that effective communication is always a two way street, the Company values employees' constructive opinions and suggestions.

Because the Company believes in team effort and an open atmosphere, it encourages an employee to meet and discuss suggestions, problems or concerns with management. In most cases, talking with one's direct manager and/or supervisor is the most effective way to deal with a problem or suggestion. However, an employee may chose to discuss problems or suggestions with a higher level manager or supervisor instead of, or in addition to, their own direct manager or supervisor. An employee may also decide to speak directly to the Human Resources Department or In-House Counsel. Either way, an employee is encouraged to raise suggestions, problems or concerns with the person with whom they feel the most comfortable.

Any employee who believes that (s)he has been unlawfully discriminated against by a co-worker, management, or an agent of the Company should promptly report the facts of the incident and the names of the individuals involved to his/her Manager or Supervisor (who shall then confer with the Human Resources Department) and/or to the Human Resources Department (or, at the employee's election, solely to the Human Resources Department). Any employee may also report any incident directly to In-House Legal Counsel. The Company will investigate all such claims and, if the Company determines that unlawful discrimination has occurred, appropriate remedial action will be taken in accordance with the circumstances involved. The Company will not retaliate against employees for filing a complaint and will not tolerate or permit retaliation by management or co-workers.

EMPLOYMENT

A. At-Will Employment

Employment at the Company is employment "**at-will**". As such, employment is at the mutual consent of the employee and the Company, and therefore, either the employee or the Company may at any time terminate the employment relationship, with or without cause. Other than the President of the Company or his authorized designee, no one else at the Company has the authority to make: (1) any agreement for employment other than for employment at-will, or (2) any agreement limiting the Company's discretion and/or ability to modify terms and conditions of employment; only the President and/or his authorized designee has authority to make any such agreement and then only in writing. **As such, no implied contract concerning any employment-related decision or term or condition of employment can be, or should be expected to be, established, or claim to have been made, orally or by course of conduct.** Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment, employment for any specific length of time, or that employment is anything other than "at-will".

Further, the Company does not have, and does not guarantee, a progressive disciplinary program. Thus, depending on the nature and/or severity of any given one incident or accident, an employee may be reprimanded or terminated without having been issued a prior warning. Further, the fact that prior warnings or reprimands may have been issued does not, and should not, create an expectation or legal requirement of any further such progressive disciplinary measures.

Except for the "employment at-will relationship", any and all policies, practices, and benefit programs which are described in this Handbook can be changed, modified, supplemented, revised, or rescinded at any time by the Company, in a writing issued by the Human Resources Department or signed by an officer of the Company, with or without prior notice to the employee; however, the Company will attempt to advise you in advance of any changes that occur. The Company reserves the right to change hours, wages, working conditions, and benefits at any time. No employee or agent of the Company is authorized to alter orally or by course of conduct any provision of this Handbook.

B. Authority To Work

The Company is required by the federal immigration laws to verify the identity and legal ability to work in the United States of all individuals applying for employment. All offers of employment and continued employment for positions in the United States are conditioned upon the applicant or employee: (1) furnishing satisfactory evidence of identity (e.g., Driver's License) and legal authority to work in the United States (e.g., Social Security Card), and (2) completing the required I-9 Form.

At all times, each employee must have and maintain the legal ability to work in the United States. Failure to do so may result in immediate termination if the employee cannot timely correct any notifications or determinations received by the Company from the federal government to the contrary. This includes, but is not limited to, “no match” letters received by the Company from the Social Security Administration indicating that an applicant’s or employee’s reported social security number does not match the applicant’s or employee’s reported name and/or identity. If this should occur, the applicant or employee will be notified of the “no match” and will be afforded a reasonable period of time to re-submit to the Company (for re-submission to the Social Security Administration) satisfactory evidence of identity (e.g., Driver’s License) and legal authority to work in the United States (e.g., Social Security Card).

C. Forms

Before being assigned to work, and from time to time during your employment, you will be required to complete and sign various forms which will be provided to you. Your full and complete execution of these various forms is required before employment may begin, or may continue, as the case may be. Failure to execute required personnel documents may result in a failure to hire an applicant or termination of a current employee.

It is important that you promptly report changes in your personnel information (e.g., emergency contact, address, marital status) to ensure that your personnel records are accurate at all times. This updating of information will eliminate problems with personnel, insurance, and payroll procedures. For assistance in making these changes, please immediately contact the Human Resources Department. Unless and until a change of address is reported to the Company, the Company will treat the address currently on file with the Company as the legal and current address of the employee for purposes of required notifications.

D. Drug-Free Workplace and Drug Testing

The Company is committed to a drug-free workplace. The possession, use or distribution of illegal drugs or alcohol in the workplace is strictly prohibited and will subject an offending employee to disciplinary action, up to and including immediate termination. Further, the Company requires a pre-employment drug test for all applicants after an offer for employment has been made but before actual employment begins, and requires a current employment drug test for employees when reasonable suspicion (as defined) warrants such a test. The Company may also conduct random drug testing of any employees in a “safety sensitive” position, like any employee working in a warehouse, acting as a driver, or operating heavy machinery.

For a complete summary of the Company’s policy, terms and procedures regarding its Drug-Free Workplace and its pre and current employment drug testing policies, please see the corresponding Exhibit of this Handbook.

E. Harassment

The Company is committed to providing a work environment that is free of unlawful harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment, including sexual harassment and harassment based on sex, race, color, religion, national origin, citizenship, sexual orientation, actual or perceived physical or mental disability or medical condition, or any other basis protected by law. This policy applies to all Company employees and agents, including management and non-management employees. Furthermore, it prohibits unlawful harassment in any form, including verbal, physical, and visual.

Sexual harassment includes, but is not limited to, making unwanted sexual advances, references to another's sexual behavior or preference, or requests for sexual favors, where either (1) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (2) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Employees who violate this policy are subject to discipline, including immediate discharge.

Any employee who believes (s)he has been harassed by a co-worker, management, agent, or supplier of the Company should promptly report the facts of the incident(s) and the name(s) of the individual(s) involved to his/her Manager (who shall then confer with the Human Resources Department) and to the Human Resources Department (or, at the employee's election, solely to the Human Resources Manager). Any employee may also report any incident directly to In-House Legal Counsel. The Company will investigate all such claims and, if the Company determines that unlawful harassment has occurred, appropriate remedial action will be taken in accordance with the circumstances involved. The Company will not retaliate against employees for filing a complaint and will not tolerate or permit retaliation by management or co-workers. If you have any questions concerning this policy, please feel free to contact the Human Resources Department or In-House Counsel.

F. Safety Policy

Establishment and maintenance of a safe work environment is the shared responsibility of the Company and all of its employees.

Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, the Company emphasizes "safety first" and expects all employees to take steps to promote safety in the workplace. In keeping with this commitment, the Company has established an "Injury and Illness Prevention Program" as part of its safety program.

1. Reporting Accidents

All accidents that result in injury must be reported to your Manager and the Human Resources Department, regardless of how insignificant the injury may appear. Such reports are necessary to comply with the law and to initiate applicable insurance procedures.

2. Employee Compliance is Essential

Employees must understand that compliance with safety requirements is a condition of employment and will be evaluated, together with other aspects of an employee's performance, as part of the performance appraisal process. Due to the importance of safety considerations to the Company, employees who violate safety standards, who cause hazardous or dangerous situations, or who allow such conditions to remain when they could be effectively remedied may be subject to disciplinary action, up to and including immediate termination.

3. Reporting Unsafe Conditions and Risks

Whenever an employee identifies an unsafe condition or an occupational safety and health risk, the employee should immediately report the matter to management if he/she is unable to remedy the situation himself/herself. If a member of management is not readily available, the employee should immediately inform the Human Resources Department so that any dangerous condition can be corrected. Employees are strongly encouraged to report any situation of this nature and need not fear any form of reprisal as a result of their compliance with this policy.

G. Smoking Prohibited

The Company strives to provide a healthful, safe, and comfortable working environment for all employees and visitors. Smoking by employees and visitors is therefore prohibited throughout all buildings, including service bays.

Employees and visitors who wish to smoke must leave their building and/or service bay and proceed outside away from the building and/or service bay. However, Employees are permitted to leave the building to smoke only during scheduled break times.

MANDATORY ALTERNATIVE DISPUTE RESOLUTION
BINDING ARBITRATION OF CLAIMS

The Company has adopted mandatory binding arbitration as a means of dispute resolution regarding any and all employment related claims that may exist between the Company and an employee, and vice versa. Confirmation of receipt and agreement to this policy is an absolute prerequisite to your hiring by, and continued employment with, the Company.

Under this policy, should any employment related dispute arise between you and the Company, for whatever reason, both you and the Company will be required to resolve the dispute through binding arbitration. This means that neither you nor the Company can file a civil lawsuit against the other to seek redress for any employment related grievances.

Binding arbitration has proven itself to be a highly useful and cost effective means to resolving disputes which may arise between employer and employee. We hope that through this policy, any claims that may arise between you and the Company can be resolved quickly, efficiently and to the satisfaction of everyone involved.

For a complete summary of the Company's policy on mandatory binding arbitration, please see Appendix A to this Handbook, as well as the Agreement to Arbitrate, a copy of which you will be required to execute prior to employment with the Company.

If, for any reason, an applicant fails to execute the Agreement to Arbitrate yet begins employment, that employee will be deemed to have consented to the Agreement to Arbitrate by virtue of receipt of this Handbook.

EMPLOYMENT CATEGORIES; TRIAL PERIOD

Each employee is designated as either **non-exempt** or **exempt** in accordance with federal and state laws. Non-exempt employees ("hourly") are entitled to overtime pay and other specific provisions of wage and hour laws. Exempt employees (generally "salaried") are excluded from overtime and other specific provisions of wage and hour laws. If you have any questions about your status, contact the Human Resources Manager.

A. Trial Period

All new and rehired employees, other than Temporary employees, work on a probationary basis ("trial period") generally for ninety (90) calendar days after their start date of work. Any significant absence will automatically extend the trial period by the length of the absence. If the Company determines that the designated trial period does not allow sufficient time to evaluate the employee, the Company may extend the trial period for one or more specified period(s). The term "trial period" may also be applied to describe a period of evaluation that is initiated by the Company and is in response to an employee's unsatisfactory performance. It may also describe a period for evaluating an employee who is working in a new capacity due to a transfer, promotion, or reclassification.

Satisfactory completion of the trial period does not alter the at-will nature of the employment relationship. Either the employee or the Company may end the employment relationship at any time during or after the trial period, with or without cause or advance notice.

B. Regular and Temporary Employees

Employees whose employment is not intended to be for a brief or specified period of time are considered to be "Regular" employees. "Temporary" employees are those whose employment is intended to be for a brief or specified period of time (e.g., completion of a project). Temporary employees are not eligible for Company provided employee benefits, except where mandated by applicable law. Employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee is normally scheduled to work.

C. Full-Time Employees

Full-time employees are those normally scheduled to work and who do work a regular schedule of thirty (30) hours or more per week. **Only Regular full-time employees are eligible for Company provided employee benefits described in this Handbook, except as otherwise required by law or as specifically provided in this Handbook.**

D. Part-Time Employees

Part-time employees are those who are normally scheduled to work less than thirty (30) hours per week. Part-time employees may be assigned a work schedule in advance or may work on an "as-needed" basis. Benefits available to part-time employees will be limited to those specifically mandated by law, and Holiday pay for Regular part-time employees; therefore, for example, part-time employees generally are not eligible for Paid Sick Leave, Vacation, health insurance, or long-term disability insurance benefits.

WORK SCHEDULES; OVERTIME; AND PAYROLL PRACTICES

A. Work Schedule

A normal working schedule will be established with your Manager. Employees may be required to work different days and/or additional hours or hours other than those normally scheduled, whenever the Company deems it necessary. Managers will advise their employees of necessary variations to the normal work schedule.

All employees are expected to be at their desks, work stations, or other appropriate workplace, at the start of their scheduled shifts, ready to perform their work. A non-exempt employee may not change starting and quitting time and/or meal periods without his/her Manager's approval. Arriving early does not allow the employee to leave early, nor does arriving late allow the employee to stay late, unless approved in advance by a Manager.

B. Workweek and Workday

For compensation purposes, the Company defines the workweek as 12:00 a.m. Monday through 11:59 p.m. the following Sunday, and defines the workday as 12:00 a.m. through 11:59 p.m.

C. Meal and Break Periods

Company policy requires that non-exempt employees shall not work for more than five (5) hours without a meal period of not less than thirty (30) minutes and not more than one (1) hour. However, and except as may otherwise be restricted by applicable state law, if a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the Company and the employee. Employees will be relieved of all job responsibilities during meal periods, and the time will not be counted as hours worked for the purposes of regular and overtime compensation. Meals, if eaten on the premises, generally must be eaten in the areas designated by the Company and not at the regular workstation.

The employee's Manager will schedule meal periods to accommodate operating requirements and comply with the law. Generally, meal periods will be scheduled at approximately the middle of the daily work schedule. Each Manager determines with the employee a standard meal period of thirty (30) to sixty (60) minutes. Once selected, the duration of the meal period cannot be changed without prior approval of the employee's Manager.

Company policy requires break (rest) periods for non-exempt employees who work at least three and one-half (3.5) hours during the day. Except as may otherwise be required by applicable law, the break period is ten (10) minutes per four (4) hours or major fraction thereof worked; hence, each workday, non-exempt employees who

work an eight (8) hour shift are provided with two rest periods of ten (10) minutes in length. Employees must take their break period, insofar as practical (employees shall demonstrate appropriate consideration for important or urgent job duties when determining the proper time to take a break), in the middle of each work period. **The break period cannot be waived and cannot be used to shorten the workday or lengthen the meal period.** (On an exceptional basis, the Manager may approve an employee's request to use a break to lengthen a meal period as an accommodation to the employee.) The break period is counted as time worked for compensation purposes. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

Should any employee feel as though they are, or have been, pressured not to take, or to shorten, a required meal or break period, that employee should immediately contact the Human Resources Department and/or In-House Counsel. The Company will not tolerate any attempt by anyone to deprive an employee of a required meal or break period.

D. Overtime

Non-exempt employees shall not work overtime, unless first approved by a Manager. A Manager must initial the employee's time card authorizing the overtime. Failure to have the Manager approve overtime and initial the time card will subject the employee to discipline. All non-exempt employees may from time to time be required by a Manager to work overtime to satisfy unexpected and/or urgent work flow demands. Hours paid but not worked, such as sick time, holiday, and vacation hours, are not included in calculating overtime. Overtime is based on actual hours worked, as required by law. Overtime compensation is paid only to non-exempt employees, at a rate and in the manner required by applicable law at the time the work is performed. Generally, most states follow federal overtime requirements, which currently is one and one-half (1-1/2) times straight-time rate for all hours worked over forty (40) in a workweek.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. Exempt employees are paid a salary that is expressly intended to cover all of the hours worked; thus, no overtime compensation will be paid to exempt employees.

E. Pay Periods

The Company operates on a bi-weekly pay period schedule with a payday every alternate Friday for the prior two (2) workweeks. If a scheduled payday falls on a Company scheduled holiday, the paychecks will generally be distributed on the business day preceding such holiday, but in any event as otherwise permitted by applicable law. If an employee is absent on a payday, his or her paycheck will be held by the Company, unless the employee requests that the paycheck be mailed to the home address of record with the Company. If an employee has elected to have

the paycheck automatically deposited to his/her bank account, the deposit may not be made until the following Monday when a bank holiday falls on a Wednesday, Thursday, or Friday of the pay week. Certain deductions required by law will be made from each employee's compensation. These deductions include state, local, and federal income taxes, social security taxes, and state disability insurance payments. Deductions will also be made in those instances where the employee authorizes same (e.g., health insurance premiums for spouse/dependents) or as authorized by law.

F. Timekeeping Requirements

All non-exempt employees are required to record time actually worked via “clocking in” and “clocking out” at designated electronic time clocks by use of their assigned identification cards (“card swiping”). Manual clocking in and out by punching in an employee’s assigned identification number is not permitted. The proper recordation of time is for the benefit of each employee to ensure that each receives full payment for all hours of time actually worked. Further, proper recordation of time worked by each employee is critical to the Human Resources Department and payroll processing, as inaccurate or missed “punches” requires labor intensive manual adjustment. Inaccurate or missed “punches” may result in employee discipline including termination.

Each non-exempt employee is required to verify the accuracy of his or her time recorded by the designated electronic time clocks on a bi-weekly basis (to correspond with the bi-weekly pay period). Each employee will also be required to confirm that he or she has been afforded by the Company all legally required meal and break periods, and that any meal or break period missed was at the sole election of that employee without duress from the Company. It is each employee’s responsibility, if not first approached by their respective Manager, to provide the verifications set forth above on a bi-weekly basis, as sometimes unintentionally time clock errors occur and the Company wants to ensure full payment of wages for all time actually worked. Failure to do so may result in employee discipline including termination.

All non-exempt employees must clock in and clock out for themselves using their assigned identification cards. An employee may not allow someone other than him or herself to clock in or clock out. Further, altering, tampering with, or falsifying timecards, punching another employee's timecard, or allowing another employee to punch your timecard will result in disciplinary action, which may include immediate termination.

Any errors on your timecard or timesheet should immediately be reported to your Manager and the Human Resources Department to obtain assistance to correct legitimate errors and ensure payment of all hours actually worked.

G. Pay Reductions

A non-exempt employee's wages may not be reduced ("docked") unless the employee has committed confirmed acts of gross negligence or theft/embezzlement, or as otherwise allowed by applicable law or as otherwise allowed by a voluntary wage garnishment request (e.g., to repay a company loan, etc.). All other losses caused or contributed to by an employee may not be reduced or subtracted from an employee's wages.

An exempt employee's salary may be reduced due to vacations (in excess of accrued and available Vacation time), leaves of absence, and other non-compensable time off, as permitted by law.

Should any employee believe that an improper wage deduction has occurred, he or she should immediately contact the Human Resources Department and/or In-House Counsel.

STANDARDS OF CONDUCT; GENERAL WORK RULES; TERMINATIONS

Like all other organizations, the Company requires order and discipline to succeed in meeting its objectives and to promote efficiency, productivity, and cooperation among employees. For this reason, it may be helpful to identify some examples of the types of conduct that are impermissible and that may lead to disciplinary action, **including immediate discharge**. This Section provides certain guidelines (which are not exhaustive) for employee conduct. It is important to note that this is not the only Section that discusses issues of employee performance, or rules which determine how the Company manages its business; virtually every section of this Handbook contains policies and practices which address employee conduct. Notwithstanding the rules of conduct contained in this Section and elsewhere in this Handbook, and the reference to discipline, including termination, as a possible consequence of noncompliance with such rules and standards of conduct, employment is at the mutual consent of the employee and the Company; accordingly, either the employee or the Company can, at any time, terminate the employment relationship at-will, with or without cause.

A. General Work Rules

Although it is not possible to provide a complete list of all types of impermissible conduct and performance which could result in discipline or termination, the following are some examples (and these examples in no way limit or change the “at-will” status of each employee):

1. Failure to adhere to the policies set forth in this Handbook, or any Exhibit thereto, and/or the duties of your position;
2. Failure to maintain your work area in an orderly condition at all times;
3. Insubordination, uncooperative behavior or communication with co-workers or management, improper conduct toward management or co-workers, refusal to perform or to assume full accountability for tasks properly assigned by management, or abusive language or conduct toward management, co-workers, customers, or suppliers;
4. The possession or use of alcoholic beverages (except for the consumption of alcoholic beverages at Company social functions) or illegal drugs on Company property or at Company sponsored social functions; appearing for work or working under the influence of alcohol or illegal drugs; or driving a Company vehicle while under the influence of alcohol or illegal drugs;
5. Inability to perform normal duties because of the use of legal drugs (whether prescribed or over-the-counter) or as a result of the use of alcoholic beverages;
6. Release of confidential information about the Company, fellow employees, customers, suppliers, or anyone dealing with the Company;

7. Theft or unauthorized possession or removal of property (including, but not limited to, confidential records, merchandise, or supplies) from the Company, fellow employees, customers, suppliers, or anyone on Company property;
8. Charging personal expenses to the Company;
9. Destruction or damage to Company property or supplies, or to the property of another employee, supplier, customer, or visitor;
10. Absence without notice to an appropriate Manager;
11. Obtaining employment based on false or misleading information; falsifying information, making material omissions in any Company document or record, or making a fraudulent claim of harassment;
12. Fighting or provoking a fight on Company time (for this purpose, including meal and break periods) or on Company property, or at Company sponsored social functions;
13. Bringing dangerous or unauthorized materials, such as explosives, firearms and other similar items onto Company property, or possessing such dangerous materials while on Company property or at Company sponsored social functions;
14. Frequent or excessive tardiness or absence from work, or from the work area;
15. Leaving Company premises or one's job during working hours without notifying your Manager and first obtaining permission;
16. "Horseplay" or any other action that endangers others or Company property, or disrupts work;
17. Failure to abide by established meal and break periods;
18. Working unauthorized overtime or refusing to work overtime when required to do so;
19. Harassment of a fellow employee, visitor, supplier, or customer, including sexual harassment, whether verbal, physical or visual;
20. Unsatisfactory performance or below-standard sales performance pursuant to stated or understood sales goals;
21. Failure to deal with fellow employees, customers, suppliers, and visitors with courtesy and respect;

22. Appearing at work inappropriately dressed or groomed;
23. Failure to schedule outside personal appointments (e.g., visits to doctors) in such a way as to minimize disruption to the Company;
24. Conviction of a felony;
25. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
26. Sleeping on the job;
27. Violation of any provision of the Employee Non-Disclosure Agreement;
28. Altering or falsifying any timekeeping record, preparing another employee's time record, allowing someone else to prepare your time record, or destroying such record; leaving Company premises for personal reasons (including meal breaks) during working hours without punching timecard in or out;
29. Maintaining, directly or indirectly, outside business or financial interests or engaging in any other outside business or financial activity that conflicts, in any manner, with the interests of the Company;
30. Failure to notify your Manager or the Human Resources Department of a payroll or expense reimbursement overpayment, and failure to immediately repay any overpayment;
31. Making or receiving personal phone calls, which interfere with productivity, disrupt the work environment, or distract from the professional image desired by the Company. Except in cases of emergency or extreme circumstances, necessary calls should be made during break or meal periods whenever possible;
32. Personal use of the telephone for long distance calls (employees should practice discretion in using Company telephones when making local personal calls and may be required to reimburse the Company for any charges resulting from their personal use of the telephone);
33. Use of Company-paid postage for personal correspondence;
34. Improper, careless, negligent, destructive, or unsafe use or operation of Company equipment or vehicles;
35. Failure to provide a health care provider's certificate when asked to do so; and
36. Working on or repairing your own vehicle in the Service Center or on any

Company property without prior approval from your Manager. This prohibition applies during, after, and before work hours and on weekends.

B. Dress and Grooming Standards

Because you are a representative of the Company in the eyes of the public, it is important that you report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Your Manager will inform you of additional requirements regarding acceptable attire. Any deviations from these guidelines must be approved by your Manager.

Certain employees may be required to wear safety equipment or clothing.

C. Confidentiality

Each employee is responsible for safeguarding confidential information obtained in connection with his/her employment. In the course of your work, you may have access to confidential information regarding the Company, its customers, its suppliers, or perhaps even fellow employees. It is your responsibility to not reveal or divulge any such information, except with appropriate authorization and then only in the performance of your duties. Any breach of this policy will not be tolerated.

All employees will be required, from time to time, to sign an Employee Non-Disclosure Agreement as a condition of employment (see Appendix C to this Handbook). This form may be revised from time to time, the signing of which shall be a condition of employment.

D. Punctuality and Attendance

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

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

An employee who is unable to report to work must notify his/her Manager before the scheduled start of his/her shift. The Manager should also be contacted each additional day of absence (until on an approved Medical or Non-Medical Leave - see

the applicable Leave provisions in this Handbook for notification rules). If the Manager is unavailable, a message should be left on the Manager's voice mail, or if not feasible to do so, then the Human Resources Department should be notified. Contacting the switchboard operator or other non-management personnel does not constitute proper notification. In all cases of absence or tardiness, employees must provide their Manager with an honest reason or explanation. Employees also must inform their Manager of the expected duration of any absence.

E. Personnel Records

Personnel files are the property of the Company, and access to the information they contain is restricted. In addition to employees' right to review their own files, only management personnel of the Company who have a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice, an employee may review material in his/her file, but only in the Human Resources Department and in the presence of the Human Resources Manager, and/or obtain a copy of same. Additionally, individuals or entities who are required or authorized by law or otherwise to review personnel records will be allowed to do so.

An employee who believes that any information in his/her personnel file is incorrect may request a correction. If the Company does not agree with an employee's requested correction, the employee may submit a written statement explaining his/her position on the matter. This statement will become part of the employee's personnel file.

Medical files are maintained by the Human Resources Department, and access is limited to the officers of the Company, the Human Resources Department, employees viewing their own records, medical insurance providers, Workers' Compensation carriers, and to individuals or entities who are required or who are authorized by law or otherwise to review the files. An Authorization and Release to View Employee Medical Files form (see sample in the Appendix), to allow non-Company personnel to review an employee's medical files, shall be executed by employees, generally as part of the new employee orientation.

F. Employee References

All requests for references must be directed to the Human Resources Department. No other Manager or employee is authorized to release or provide references for current or former employees, unless first authorized by the Human Resources Department

Employees outside of the Human Resources Department should not provide any information regarding current or former employees to any outside agency, institution, Company or person unless first authorized by the Human Resources Manager. Any employee who receives a request for any information concerning a past or present employee must refer the person making the request to the Human Resources

Department without engaging in any "on" or "off-the-record" conversation about the individual.

G. Conflicts of Interest / Code of Conduct

1. Gifts

No employee may accept a gift, gratuity, or promotional product from any customer, vendor, or other person doing business with the Company without the advance approval of his/her Manager.

2. Business Dealings; Investments

Employees have an obligation to conduct business in a manner that avoids actual, potential conflicts of interest. The purpose of these guidelines is to provide general direction.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative, associate, or friend as a result of the Company's business dealings, or if the employee may be influenced to make decisions that are detrimental to the Company. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which this Company does business, but also when an employee, friend, associate, or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealing involving the Company.

If an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that (s)he discloses, in writing, to an officer of the Company, as soon as possible, the existence of any potential or actual conflict of interest so that safeguards can be established to protect all parties.

The Company considers some investments (such as stock or other forms of equity in a Company that manufactures, sells, markets, develops, repairs, services, or distributes automotive parts and accessories) held in or made, directly or indirectly, by employees to conflict with the best interest of the Company, and strictly prohibits same. The employee shall, as soon as possible, disclose to an officer of the Company the existence of any actual or potential conflict of interest.

3. Code of Conduct Agreement

Each employee is also required to review, execute and abide by the Code of Conduct Agreement attached to this Handbook (see the appropriate Exhibit).

H. Off-Duty Conduct; Outside Employment

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct on the part of any employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his/her job is not acceptable.

While employed by the Company, employees are expected to devote their energies to their jobs with the Company. For this reason, second jobs are strongly discouraged.

Employees who wish to engage in any outside employment that may create a real or apparent conflict of interest must submit a written request to the Company explaining the details of the outside employment. If the outside employment is authorized, the Company assumes no responsibility for the outside employment.

I. Customer Relations

Customers are to be treated courteously and given proper attention at all times. You should never regard a customer's question or concerns as an interruption or an annoyance. Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally. Through your conduct, show your desire to assist the customer in obtaining the help (s)he needs. If you are unable to help a customer, find someone **within the Company** who can.

J. Recreational Activities and Programs

Neither the Company nor its insurer will be liable for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored or supported by the Company that is not part of the employee's work-related duties. Your participation in any off-duty social, recreational, athletic, or other activity sponsored or supported by the Company is completely voluntary, and your participation or non-participation will not affect your employment or employment benefits you might otherwise receive. Further, employees assume the risk of injury or loss resulting from the acts of third parties or other employees involved in such off-duty activities.

All employees are required to sign a Notice to Employees and Release (see Appendix D to this Handbook), as a condition of employment.

K. Performance Evaluations and Discipline

Employees will receive periodic performance reviews. The review will be conducted by your Manager, who will discuss it with you. Performance evaluations will be conducted annually, usually during the first calendar quarter of the new year. The frequency of performance evaluations may vary depending upon length of service, job

position, past performance, changes in job duties, or recurring performance problems. A signature line is provided for the employee to attest that the performance appraisal has been reviewed with him/her. The employee will be furnished (upon request) a copy of the completed performance review and the original will be placed in the employee's personnel file.

A favorable performance review (or a pay adjustment) is not a guarantee of continued employment for a period of time; all employees remain employees at-will.

When employee performance problems exist, the Company may choose progressive discipline as a method for providing an employee an opportunity to correct specific performance problems and to elevate his/her overall performance to a satisfactory level. Generally, a process of progressive discipline involving verbal counseling and one (1) or more written warnings will be followed as an alternative to an immediate termination. Suspension without pay may also occur at one or more stages of the disciplinary process. The Company is not required to follow a particular process of progressive discipline, and the Company may choose different forms of progressive discipline, taking into account the nature of the performance problems. Notwithstanding the Company's general policy of progressive discipline and consistent with the at-will nature of the employment relationship, a discharge without prior warning or discipline may occur whenever the Company deems that circumstances warrant that one or more of the steps in the process be skipped; employment may be terminated by the employee or the Company, at-will, with or without cause.

L. Termination

Employee-initiated and Company-initiated terminations are an inevitable occurrence within any organization, and since employment with this Company is based on mutual consent, both the employee and the Company have the right to terminate employment at-will, with or without cause, at any time.

When an employee decides to terminate employment with the Company, an employee is requested to provide his/her Manager with the courtesy of two (2) weeks notice and a written letter of resignation. Generally, the employee will continue to perform his/her duties during the notice period. The Company's willingness to honor a period of notice during which an employee is allowed to continue to work is predicated on the employee's satisfactory performance of his/her assigned duties during such period; however, the Company may shorten the notice period or relieve the employee of all duties and effect an immediate termination without pay for the remaining portion of the notice period.

All Company sponsored employee benefits cease on the effective date of termination, subject to continuation as provided for in the applicable plan or as required by law. The Human Resources Department will initiate the necessary administrative processes for employees to receive distributions of any vested benefits (e.g., 401(k)

Plan) that are payable upon or following termination; such distributions will be made in accordance with the terms, conditions, and limitations of the relevant plans. Some benefits may be continued at the employee's (and/or "qualified beneficiary's") expense, if the employee (and/or "qualified beneficiary") so chooses. The employee (and/or "qualified beneficiary") will be notified in writing of the benefits that pursuant to "COBRA" or other law may be continued and the terms, conditions, and limitations of such continuance.

The Company generally does not provide a severance payment to an employee whose employment with the Company is terminated, whether such termination is initiated by the Company or by the employee.

M. Competition After Termination

After an employee leaves the employ of the Company, he or she is may take employment with a competitor, but only to the extent such employment would not cause the employee to use or divulge any of the confidential and/or trade secret information of the Company learned while in the employ of the Company. Such confidential and/or trade secret information includes, but is not limited to, customer names, contact information, pricing schedules, business plans and marketing models. Confidential and trade secret information is owned by the Company and has been developed over time through much expense and the hard work of all of the other employees of the Company. Using the Company's confidential and/or trade secret information while in the employ of a competitor is tantamount to theft, and any such theft will be aggressively prosecuted by the Company.

Further, upon termination (either voluntary or involuntary), each employee is required to do each of the following: (1) immediately return to this Company any and all confidential, proprietary and/or trade secret information and/or documentation you may now possess by virtue of your employment with the Company; (2) refrain from disclosing to or discussing with any third party, including but not limited to any new possible employers, any of the confidential, proprietary and/or trade secret information and/or documentation you came to learn and/or possess by virtue of your employment with the Company; and (3) refrain from using, directly or indirectly, for your own or for anyone else's advantage, any and all of the confidential, proprietary and/or trade secret information and/or documentation you came to learn and/or possess by virtue of your employment with the Company.

In short, while an employee may compete against the Company after his or her employment ceases, the employee may not, under any circumstances, do so using, divulging or in any way disseminating any of the confidential, proprietary and/or trade secret information and/or documentation he or she came to learn and/or possess by virtue of his or her employment with this Company.

COMPANY PROPERTY; USE OF VEHICLES; SECURITY INSPECTIONS; EMPLOYEE PURCHASES

A. Use of Equipment and Vehicles

1. General

When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees must notify their Manager if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair.

2. Driving as Part of Job

An employee who is required to drive as part of his/her job assignment must, at all times, be a Qualified Driver for the Company. To be a Qualified Driver, each employee must have, maintain and do each of the following at all times:

- (a) Valid driver's license;
- (b) Valid personal automobile insurance in an amount no less than required by applicable state laws;
- (c) Acceptable driving record;
- (d) Update Manager of all changes to driving record;

An acceptable driving record means no more than two (2) moving violations on their record within the past twelve (12) months, no more than four (4) moving violations within the past twenty-four (24) months and no more than six (6) moving violations within the past thirty-six (36) months. Further, conviction of any crime or driving offense involving the use of alcohol or drugs, driving under the influence of alcohol or drugs or reckless driving or speed contest shall automatically cause an employee to be ineligible to drive for the Company for a period of no less than one (1) year from the date of conviction.

In the event an employee's driver's license is suspended or revoked, the employee must immediately inform his/her Manager or the Human Resources Department of such event. Furthermore, such an employee must inform his/her Manager and the Human Resources Department of any automobile accidents in which (s)he is involved, and of any traffic violations for which he or she has been cited (e.g., a "ticket" for a moving violation), whether incurred during the course of work or otherwise, and whether in a Company or non-Company owned vehicle. Additionally, employees must inform the Human Resources Department of any parking citations received while operating and/or otherwise responsible for a Company vehicle.

In addition to the foregoing, if an employee is assigned a Company-owned car

for use, the employee shall follow and abide by each of the following additional terms and conditions in order to be considered a Qualified Driver:

3. **Desks, File Cabinets, Computers, Telephones, Voice Mail, and Mail**

The Company provides many employees with a desk and/or file cabinets. Although desks and file cabinets are made available for the convenience of employees while at work, employees should remember that **all desks and file cabinets remain the sole property of the Company; therefore, employees should not assume that any desks or file cabinets, or their contents, are confidential or that access by the Company's designated representatives will not occur.**

Moreover, the Company reserves the right to open and inspect desks and file cabinets, as well as any contents, effects, or articles that are in desks and file cabinets. Such inspection can occur at any time, with or without advance notice or additional consent. Such an inspection may be conducted during, before, or after working hours by any member of senior management or security personnel designated by the Company.

The Company, through its senior management or Human Resources Manager, reserves the right to open and read all mail received at the Company, irrespective of to whom it is addressed, to access all voice mail and computer messages left on or recorded on its system, and to access all computer storage and entry whether on hard drives or computer disks, at any time at the Company's discretion. Because of the foregoing, **employees should not assume that such mail, messages, or data are confidential or that access by the Company's designated representatives will not occur.**

The Company is committed to customer satisfaction and wishes to take steps to insure that its customers receive the best possible service. It also seeks to maintain compliance with its telephone policies. To achieve these objectives, telephone calls that involve Company phones may be monitored by designated employees or representatives of the Company; by use of Company telephones, the employee consents to such monitoring.

ALL EMPLOYEES ARE REQUIRED TO SIGN AN "ACKNOWLEDGMENT AND CONSENT OF COMPANY RIGHT OF ACCESS AND MONITORING" (A SAMPLE IS IN THE APPENDIX) AS A CONDITION OF EMPLOYMENT.

B. Off-Duty Use of Facilities

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use, unless authorized in advance by a member of the senior management of the Company.

C. Employee Property

Employee-mechanics are generally required to provide their own tools and tool boxes. Employee-mechanics should label their tool boxes and secure these tool boxes when not being used. The Company has the right to inspect these tool boxes for Company property. Each employee-mechanic is responsible to maintain insurance on the contents of his/her tool box. If an employee-mechanic is on a leave of absence for two (2) or more weeks, he/she is required to remove his/her tools from the Company premises; employee-mechanics may leave their tools on Company premises, at his/her own risk, during absences of less than two (2) weeks.

The Company is not responsible for any articles (including personal vehicles) that are brought by employees into the workplace and are lost, damaged, stolen, or destroyed.

D. Security

The security of Company facilities as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your Manager when persons are acting in a suspicious or illegal manner, in or around Company premises, or when keys are lost or misplaced.

E. Parking

Employee vehicles may be parked in designated areas, if space permits. If space is unavailable, employees must park off of the Company premises. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or management vehicles. The Company is not responsible for any loss or damage to employee vehicles or contents while parked on or off of Company premises.

F. Employee Purchases

All purchases made by eligible employees (completion of the 90 day "trial period") must first be cleared with the Manager, and must be for that **employee's personal use** and not for the use of friends. Employees will receive special pricing considerations for these purchases; please ask the Manager for the special pricing.

All purchases must be paid in full by cash, check, or credit card before the merchandise is removed from the Company premises. **There will be no exceptions.** There will be a Twenty-Five Dollar (\$25.00) service charge on all returned checks.

Special-order parts cannot be returned. An employee should not set aside or allocate a product for him/herself (e.g., "pick-pack"), until such time as the employee is ready to make the purchase. The Company reserves the right to discontinue this program in its sole discretion and/or to deny an employee who abuses this right the benefits of this program.

COMPUTER USAGE

Computer use is an integral part of many jobs at the company. It is also accompanied by the responsibility of exercising high standards of honesty and considerate behavior. In particular, employees are expected to use computer equipment only for business use, to show consideration to others, to refrain from providing access to unauthorized users, to respect the privacy of all other users, and to obey all relevant laws. This document outlines the procedures and policies which you must comply with.

A. Privacy

Data users must assume that all e-mail or Internet communications are not secure unless encrypted and they should not send any information via e-mail which is confidential. Users may not, under any circumstances, monitor, and intercept or browse other users' e-mail messages unless authorized to do so. The company reserves the right to access and disclose the contents of a user's e-mail messages, in accordance with its legal and audit obligations, and for legitimate operational purposes. The company also reserves the right to demand that encryption keys, where used, be made available so that it is able to fulfill its right of access to a user's e-mail messages in such circumstances.

Sensitive data such as credit card information, home addresses, customer telephone numbers, or sales information including product costs and other sensitive pricing information must be protected at all times. You should NEVER transmit credit card information via email or by instant messenger and you should NEVER distribute customer information outside the company without authorized permission from your manager.

B. Password Policy

Passwords are meant to protect your workstation from unauthorized access, and more importantly protect the network and system software. Changing your password regularly is not an option but a requirement.

Passwords for both your windows login and genesis login must meet the following criteria:

- Must be at least 8 characters long
- Must contain both alpha and numeric characters
- Must not be the same as any of the last 6 passwords you have used
- Password cannot be more than 90 days old.

To manage these requirements, windows logins for corporate users and genesis logins for the whole company already require these criteria to be met. In addition, if you attempt to login more than 6 times with the wrong password, your account is locked. Genesis or Windows will tell you when your account has been locked, to unlock call the IT Department.

Important things to remember about your password:

- NEVER post your password on your monitor, desk, chair or other easily accessible and visible area. This is like locking the door to your house, but leaving the keys in the door.
- NEVER share your password with ANYONE.
- ALWAYS lock or logoff your computer when you go to lunch or go home for the day

C. Network usage and Services

Network services like the Internet and Electronic mail (e-mail) are important communication and research tools for company users. Use of the internet and email helps us better communicate with customers, vendors and employees. The company provides these tools (Computers, Network, Internet Access, and Email Accounts) strictly for business purposes. Using your computer or the network for music or video streaming, downloading pictures or movies, or listening to internet radio requires network bandwidth which causes the network to slow down. This interferes with the ability of the stores to access our servers, and results in slow response time, which ultimately means lost sales. Therefore, such activities are considered to be improper use of the network and its computers. These actions are strictly prohibited.

D. Remote Access

Some users may have a need to access the network and systems from a remote location from time to time. The company provides a secure method for connecting to the work environment, but ONLY with the approval from management and the IT department. For that reason, work-from-home software, otherwise known as remote access software (GotoMyPC, LogMeIn, etc) MAY NOT be installed or used on any computer within the network. This type of software will send your information in clear, plain text over the internet, which means that any malicious individual can see and record everything you do. Violation of this rule will result in disciplinary action up to and including employment termination.

Accessing the company's network from "hot spots" or any other public Wi-Fi connection is ONLY allowed if a secure connection is established through the company's secure SSL Connection. Any other type of connection is NOT allowed.

E. Laptop Computer Use

If you are issued a company laptop, users are expected to use reasonable care, and safeguard the laptop as well as the data stored on it by taking the following precautions:

1. Ensure that damage, loss, or theft of a laptop computer is immediately reported to the Information Technology Department.

2. Laptop computers are the responsibility of the person to whom the equipment is assigned. The user is responsible for protecting the laptop computer from theft or unauthorized access. During its use and transportation, the assigned user shall take appropriate measures to assure reasonable protection is provided.
3. User's shall avoid displaying sensitive information when using a laptop in a public space (e.g., on a train, aircraft or bus) and shall, whenever possible, be positioned so that the screen cannot be viewed by others
4. In vulnerable situations, (e.g., public areas such as airport lounges, hotels and conference centers) the laptop shall never be left unattended.
5. Each laptop computer shall be periodically reviewed to ensure the maintenance of virus updates, vulnerability and patch management, and configuration compliance meets company standards.
6. Users should **NOT** attempt to install software or hardware or change the system configuration including network settings without prior consultation with the IT Department.
7. Do not place drinks or food in close proximity to your laptop.
8. Extreme temperatures or sudden changes in temperature can damage a laptop. You should **NOT** leave a laptop in an unattended vehicle.

F. Internet Use

1. Use of Internet resources must be related to organizational objectives and be consistent with the company business.
2. Instant Message programs (AOL, Yahoo, MSN, and others) is also considered internet usages and all rules for internet use apply.
3. All users must abide by copyright, contract or other local, state, or federal laws, Administrative Regulations and individual department policies.
4. Use of Internet resources for commercial use is strictly prohibited. This includes using your computer at work to run another business or buy and sell personal items not related to your work objectives online.
5. Intentional use of Internet resources to access, transmit or retrieve any material or communications that are obscene, pornographic or sexually explicit; of a discriminatory or harassing nature or which are derogatory to any individual or group; or are threatening in nature is prohibited.
6. Intentional use of the Internet to access, transmit or download files that are knowingly dangerous to the integrity of the network is strictly prohibited.
7. Sending customer credit card information via instant messaging technologies is strictly prohibited.
8. The downloading or distribution of "pirated" software or data on the company's computers is strictly prohibited.
9. The company reserves the right, at its discretion, to monitor Internet usage patterns to the extent necessary to ensure that its systems are being used in compliance with this policy and other local, state or federal laws. (E.g. site accessed, on-line length, times of day accessed).

10. The company monitors all internet activity, and reserves the right to disclose logs and reports of a user's internet activity in accordance with its legal and audit obligations.

G. E-mail Use

1. Electronic mail is a company resource and is provided as a business communication tool. It is not meant for passing jokes, online shopping, or personal chatting.
2. The company reserves the right, at its discretion, to review any employee's electronic work product and messages and resource usage to the extent necessary to ensure that the system is being used in compliance with this policy and any other local, state or federal law. Such review will only be allowed by authorized personnel.
3. All users of e-mail should be aware that confidentiality of electronic mail cannot be assured and that any communications which need to remain confidential should not be sent over the company provided e-mail systems. People tend to speak freely through e-mail because they falsely assume their messages are private and will be read only by the person receiving it. Even when an e-mail message is erased, it is still retained for a period of time.
4. **NEVER** send or solicit personal or proprietary information via email. This includes credit card numbers, social security numbers, check images, resale numbers/cards, tax records, customer lists, customer price lists or other **PRIVATE** or **CONFIDENTIAL** information. Since email is sent over the public internet in an unencrypted format, messages can be intercepted and information can be leaked to hackers, competitors, or end up published on a public site. If confidential information such as contracts, price lists, or customer lists **MUST** be sent via email, you **MUST** contact the IT Department to help you encrypt your messages.
5. If an email message is an obvious spam (Solicitation to buy, sell, or try a product or service you did not ask for) message **NEVER** click on any links within the message such as the **unsubscribe** link in the e-mail. By doing this, you will just confirm with the spammer that the email address is valid, and you will get even more spam. Delete the message immediately and empty your junk e-mail folder regularly to ensure spam messages are removed.
6. Never use your company supplied email to sign up for horoscopes, sports scores, or any other entertainment content. Such lists are almost always sold to spammers.
7. E-mail Etiquette - Users of E-mail should consider the following guidelines when sending E-mails:
 - a) Do not send offensive jokes, frivolous messages or anything which is or could be construed as discriminatory in nature.
 - b) Do not write anything you do not want repeated. E-mail can be forwarded to hundreds of people within or outside of the company.
 - c) Protect your password and always log off when not using the system.

- d) Be polite. Messages sent by e-mail can often seem abrupt, even when this is not the intention. Use professional courtesy and discretion. The use of all upper-case text in either the subject or the body of an e-mail should also be avoided as this is deemed to be the e-mail equivalent of shouting.
- e) Use 'reply all' and distribution lists with caution in order to keep the number of your messages to a minimum and reduce the risk of sending messages to the wrong people.
- f) Enable the Out-of-Office feature if you will be out of the office for an extended period of time (E.g. vacation, sick, etc), and coordinate with someone (usually in your department) to check your messages while you are out.
- g) Respect privacy and consider this aspect before forwarding messages.
- h) Enter a meaningful 'subject' field to help the reader anticipate the content correctly.
- i) Do not forward e-mail "chain letters". These are e-mails which either asks you to forward them on to all your friends or which state that something bad will happen if you do not forward them on. E-mails of this type, which are warning about something (e.g. computer viruses), are almost certainly hoaxes as well (Microsoft will never pay you to forward an email message to everyone you know). If you are unsure about any e-mail that you've received, contact the IT department.
- j) Once a message is sent, there is no way to retrieve it. Check carefully that messages are addressed to the correct recipient(s) before sending.

H. Downloading and File Sharing

A type of file sharing known as Peer-to-Peer (P2P) refers to any software or system allowing individual users of the Internet to connect to each other and trade files (Kazaa, cobos, edonkey, etc. are P2P programs). While there are many appropriate uses of this technology, a number of studies show, the vast majority of files traded on P2P networks are copyrighted music files and pornography. Data also suggests P2P is a common avenue for the spread of computer viruses within IT systems.

The company computer systems and network resources must **NEVER** be used for the unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information including computer software and data, that includes privacy information, copyrighted, trade-marked or material with other intellectual property rights (beyond fair use), proprietary data, or export controlled software or data. This is important to ensure computer resources of the company are not compromised.

Another example of file sharing is the installation of software which was already licensed for another computer. You **MAY NOT** bring your software from home and install it on a company computer. You **MAY NOT** share software you obtained approval to purchase with other users (each user must have his/her own license). You **MUST** ask the IT department to purchase (with approval from your manager) any software you think may help you perform your job better/faster.

I. Antivirus and Firewall

Each computer on the network **MUST** maintain a valid antivirus software program. Disabling or changing settings on your antivirus software is prohibited. Disabling or changing antivirus update schedules is also prohibited without consent from the IT Department. For more information on which antivirus program the company uses, please contact the IT department.

Users on workstations are already protected by a hardware firewall; users with laptops **MUST ALWAYS** keep an updated copy of a software firewall such as Microsoft's built in Windows Firewall for Windows. This firewall **MUST** remain active at all times. Disabling or altering the firewall is strictly prohibited.

J. Proprietary information and Intellectual Property

Company property is intended to be used for Company purposes only. Company property includes equipment, computers, software, inventory, corporate funds and office supplies, technologies, concepts, intellectual property, exploitation and development strategies, business strategies and plans, customer lists, personnel data, company phone directories, organization charts, cost and pricing data, financial data and all other proprietary information about the Company's business and employees. **Misappropriation or diversion of Company property, funds or resources is strictly prohibited.**

All of the Company's information systems, including communications systems, magnetic media, e-mail, voice mail, and intranet, extranet and internet access systems are the Company's property and generally must be used only for business activities. Occasional and reasonable personal use of the Company's internet, intranet and e-mail systems is permitted, provided that such use does not interfere with the performance of work duties and responsibilities and otherwise complies with the Company's internet access policy. The Company reserves the right at any time to access, read, monitor, inspect and disclose the contents of activity from all of the company's information systems.

- **YOU MAY NOT** take company data (Sales information, customer lists, pricing lists, or other proprietary information) offsite in printed or electronic format. This includes paper reports, CD Copies, Thumb drives, FTP, e-mail transmission, fax, or hard drives.
- **YOU MAY NOT** share with competitors, vendors, or customers any proprietary information without the consent of your manager and a signed non-disclosure agreement.
- **YOU MAY NOT** share or allow persons not employed by the company to use your laptop containing such proprietary information.
- **YOU MAY NOT** disclose or distribute any company software to anyone outside the company.

K. System downtime and usage hours

You **MUST** logoff your computer and system software at the end of your work shift. This allows the IT department to perform scheduled and un-scheduled maintenance and limits the strain on network and computer resources and licenses.

For each company division, scheduled maintenance is published and estimated down-times are given to help you better schedule your over-time and after-hours activities. Efforts are made by the IT department to limit the time when the computer systems are not available to a minimum. However, during these scheduled maintenance times, you **MUST** logoff and remain off the system until you are notified that the system is back online.

To conserve energy, you should always **SHUT DOWN** your computer when you go home, especially over the weekend.

LEAVES OF ABSENCE

A. General Policy

Insofar as there are several different reasons for an absence that the Company recognizes, the Company provides for different types of leaves of absence ("Leave"). Generally, leaves of absence are considered either "Medical" or "Non-Medical" (as to the employee); except to the extent that a policy provides otherwise, such leaves of absence are unpaid. Certain criteria must be met to qualify for each of the Leaves; there are also pay, benefit and job guarantee issues that vary with the different Leaves. Employees are encouraged to consult the Human Resources Department whenever they have questions regarding a Leave. All leaves of absence are conditioned upon approval being granted by the authorized Company employee.

Federal laws, and the laws of certain states, provide for and regulate certain types of family, personal, and medical leaves; to the extent that an employee's request for Leave is governed by such laws, the employee's eligibility for benefits will be no less than as provided by law.

B. Overview of Family & Medical Leave

Federal laws, and the laws of certain states (e.g., California), provide for and regulate "Family & Medical Leaves". Any Medical and/or Non-Medical Leave which qualifies as a "Family & Medical Leave" will be governed by such policy, notwithstanding anything to the contrary as is generally provided in the applicable Medical and/or Non-Medical Leave policy.

As a multi-state employer, the Company will comply with the applicable federal and/or state laws (if any) concerning various leaves which apply to its employees whose base of operation is in that state. Therefore, if any employee has a question concerning this subject and the application of federal and/or state laws, (s)he should contact the Company's Human Resources Manager.

C. Types of Leaves

The Sections noted below describe the various policies and benefits of the Company's various Leaves:

Paid Sick Leave	Family & Medical Leave
Medical Leave (Unpaid)	Bereavement Leave
Personal Leave (Unpaid)	Miscellaneous Leaves
Vacation	Company Holidays

PAID SICK LEAVE **(Regular Full-Time Employees)**

Paid Sick Leave is meant to continue the income of a Regular Full-Time employee for a specified time period, when the employee is sick and unable to work (and/or for medical and dental appointments); part-time and temporary employees are not eligible for Paid Sick Leave benefits. Paid Sick Leave is not to be considered as additional Vacation time or otherwise as an entitlement to paid time off and is accounted for separate and apart from paid Vacation time. Abuse or misuse of Paid Sick Leave privilege will not be accepted by the Company.

Paid Sick Leave is the paid portion of a Medical Leave, and as such is a part of a Medical Leave. During a Paid Sick Leave, the provisions of this policy shall apply; once an employee has used all available Paid Sick Leave days, any additional days off will be governed by the Medical Leave policy.

A. Sick Leave Approval - General

As most sick leaves are unplanned, approval for a Paid Sick Leave will generally be granted upon or during the time of the Leave. Such approval, however, is contingent upon proper notification to the Company, as explained below.

B. Notification and Medical Verification for Paid Sick Leave

An employee who is unable to report to work due to an illness or injury must notify his/her Manager before the scheduled start of his/her shift. The Manager should also be contacted each additional day of absence. If the Manager is unavailable, a message should be left on the Manager's voice mail, or if not feasible to do so, then the Human Resources Department should be notified. Contacting the switchboard operator or other non-management personnel does not constitute proper notification. The absence should be reflected on the employee's time records. Before returning to work from a Paid Sick Leave of ten (10) or more consecutive workdays, an employee must provide a health care provider's (as defined by the U.S. Secretary of Labor) certification that (s)he may safely return to work and perform the essential function of his/her job, with or without reasonable accommodation (if accommodation is necessary, the nature of the accommodation must be described). The Company may also require such certification before an employee returns to work from a Paid Sick Leave of less than ten (10) consecutive workdays.

C. Pay Calculations

Pay during Paid Sick Leave will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses. An employee who is eligible for State Disability Insurance or Workers' Compensation is expected to apply for same.

D. Paid Sick Leave Credit and Deduction

Regular Full-Time employees are eligible for Paid Sick Leave in accordance with the following provisions. When an employee begins to draw available Paid Sick Leave benefits, (s)he may end or continue to receive same until the earlier of exhaustion of the Paid Sick Leave account or the end of the Leave, but once stopped, the employee may not elect to resume the payment of Paid Sick Leave during the Leave (i.e., while on an approved Sick Leave, the employee may not voluntarily start, stop, and again start receiving Paid Sick Leave benefits). Vacation pay may be used during an extended absence (when Paid Sick Leave benefits have been completely used) - see Medical Leave, Chapter 11.

1. Non-Exempt (generally hourly) Regular Full-Time Employees

Employees in this classification will generally be credited (i.e. granted) on the first business day in January of each calendar year with six (6) days (to a maximum of 48 hours) of available Paid Sick Leave benefits; however, during the first calendar year of employment (for employees hired after January 1), the employee will be credited on the first day of employment with a pro-rata portion of the six (6) days.

Notwithstanding the above, no Paid Sick Leave benefits will be credited while the employee is absent on an unpaid Leave (i.e., not paid by the Company). In the event the employee is absent on an approved unpaid Leave at the time when Paid Sick Leave benefits would otherwise be credited, the amount that would otherwise be credited will be suspended until the employee returns to active full-time work with the Company.

The employee's available Paid Sick Leave account will be decreased (to a maximum of eight (8) hours per day) for any approved, Paid Sick Leave absence. Employees will not be paid for time absent in excess of the hours credited to their Paid Sick Leave account; however, the employee may elect to use available Vacation time in order to receive pay in these instances.

Unused available Paid Sick Leave in the employee's account at the end of a calendar year will not be carried forward to the next succeeding year, nor will unused Paid Sick Leave be paid to the employee upon termination of employment.

2. Exempt (generally salaried) Regular Full-Time Employees

Employees in this classification will generally be credited on the first business day in January of each calendar year with ten (10) days of available Paid Sick Leave; however, during the first calendar year of employment (for employees hired after January 1) the employee will be credited on the first day of employment with a pro-rata portion of the ten (10) days. For purpose of

intermittent or reduced Leave (under the Family & Medical Leave policy), a day shall be considered to consist of eight (8) hours.

Notwithstanding the above, no Paid Sick Leave benefits will be credited while the employee is absent on an unpaid (Company) Leave. In the event the employee is absent on an approved unpaid Leave at the time when Paid Sick Leave benefits would otherwise be credited, the amount that would otherwise be credited will be suspended until the employee returns to active full-time work with the Company.

Exempt employees' Paid Sick Leave accounts are typically reduced in full-day increments. Generally, exempt employees who are present at work, but who work a reduced workday due to sickness, shall be considered to have worked a day and are thus eligible for their full salary and without any reduction of their Paid Sick Leave account; provided, however, any hours taken as intermittent or reduced Leave under the Family & Medical Leave policy may result in partial day reduction (based upon a maximum of eight (8) hours) of the employee's Paid Sick Leave account and/or pay, in a manner permitted under law. Exempt employees will not be paid for full days absent in excess of the days credited to their Paid Sick Leave account; such excess time off will result in a reduction of pay, however, an employee may elect to use available Vacation time in these instances. For purposes of this paragraph, the daily rate will be determined by dividing the bi-weekly base salary by ten (10) (or by the number of regularly scheduled workdays if less than ten (10)).

Unused available Paid Sick Leave in the employee's account at the end of a calendar year will not be carried forward to the next succeeding year, nor will unused Paid Sick Leave be paid to the employee upon termination of employment.

3. Change In Status

Employees whose status changes from non-exempt to exempt will retain any credited Paid Sick Leave time and will be credited, on a pro-rata basis, with additional available Paid Sick Leave which will reflect the increased benefit rate for that portion of the calendar year remaining. Employees whose status changes from exempt to non-exempt during the calendar year will retain any available Paid Sick Leave time for such calendar year, up to a maximum of six (6) days (any excess will be eliminated), and will not be credited with any additional Paid Sick Leave time until the first business day of January of the calendar year following the change in status.

4. Holidays During Paid Sick Leave

If a Company Holiday occurs during an employee's Paid Sick Leave, Holiday pay will not be paid for such day.

FAMILY & MEDICAL LEAVE

Federal, and certain state laws, provide various conditions regarding the rights of employees to family and medical leaves, as well as their rights to benefits during such leaves. Those conditions apply under this policy; for example, satisfying specific notification rules. In general, as described hereinafter, Family & Medical Leave of Absence is provided on an unpaid basis and may not exceed twelve (12) weeks in a 12-month period. The 12-month period used to measure the 12-week limitation will be the “rolling” 12-month period measured backward from the date an employee uses any Family & Medical Leave. (Each time an employee takes Family & Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.) To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy or any other Leave policy, which would otherwise qualify as a family and medical leave under applicable state and/or federal law, shall be charged against the twelve (12) week limit contained in this policy. Employees are encouraged to direct any questions regarding the limitations and conditions that apply under this policy to the Human Resources Manager.

A. Eligibility for Family & Medical Leave

Any employee who has completed at least twelve (12) months of service and has worked at least one thousand two hundred fifty (1,250) hours of service during the 12-month period preceding the date the Leave would begin, and who is employed at a worksite where fifty (50) or more employees are employed by the Company within seventy-five (75) miles of that worksite, may request a Family & Medical Leave. Subject to the conditions of this policy, eligible employees may request up to twelve (12) weeks Family & Medical Leave during a 12-month period.

As of the date of this Handbook, as it applies to the Company's operations, only certain employees whose base of employment is in California are eligible under federal and/or state law for Family & Medical Leave. Therefore, as of the date of this Handbook, the benefits provided under this Leave policy are only applicable to those of the Company's employees whose base of employment is in California and who are otherwise eligible as hereinabove set forth.

B. Permissible Purposes of Family & Medical Leaves

An eligible employee may request a Family & Medical Leave for any of the following reasons (as such terms/reasons are defined by law): 1) the birth of the employee's child; 2) the placement of a child with the employee in connection with an adoption or foster care; 3) to care for a child, parent, or spouse who has a *serious health condition*; or 4) the employee's own *serious health condition* that prevents the employee from performing the functions of his or her position.

C. Pay During Family & Medical Leave

An employee who is granted a Family & Medical Leave may use available Paid Sick Leave, and may use accrued Vacation time, subject to the terms, conditions and limitations of the respective policies contained in this Handbook, during a Leave necessitated by a serious health condition of the employee. In addition, accrued Vacation time may be used at the employee's discretion during any other Family & Medical Leave. Any portion of the Family & Medical Leave that occurs after any paid portion of the Leave shall be without pay. When an employee begins to draw available Paid Sick Leave and/or Vacation benefits, (s)he may end or continue to receive same, until the earlier of exhaustion of the Paid Sick Leave/Vacation account(s) or the end of the Family & Medical Leave, but once stopped, the employee may not elect to resume payment of Paid Sick Leave/Vacation during the Family & Medical Leave. For purposes of this policy's 12-week limitation, any paid and unpaid portions of the Leave shall be added together whether or not they are taken consecutively.

D. Health, Life & Disability Insurance Benefits

Health insurance benefits ordinarily provided by the Company, and for which the employee is otherwise eligible, may be continued during the period of the Family & Medical Leave granted under this policy. If the employee wishes coverage to continue, the Company will continue to pay its share of the premiums for the period of the Family & Medical Leave. The cost of coverage normally borne by the employee (e.g., the employee's share of the premium for himself/herself, spouse, dependents, as the case may be) will remain the sole responsibility of the employee. The employee must pay his/her share of the premiums by making timely payments to the Company, in care of the Human Resources Department, at the same time such payments would be made if they were paid via payroll deduction, i.e. on regularly scheduled pay days.

If an employee does not pay his or her share of the premiums for the period of the Family & Medical Leave, coverage will cease in accordance with the provisions of law and the insurance contracts then in effect. The employee may thereafter reinstate coverage immediately following the Family & Medical Leave and upon return to full-time work if, and to the extent permitted by law and/or the insurance contract then in effect, the employee resumes payment of his or her share of the premiums in a timely manner through payroll deductions.

Group term life and long-term disability insurance coverage that is in effect when a Family & Medical Leave begins, and for which the employee is otherwise eligible, will be continued at the Company's expense for the period of the Family & Medical Leave.

E. Notification Rules

An employee must provide proper notification as a condition of eligibility for a Family

& Medical Leave. The employee must notify the Human Resources Department in writing (i.e. request for the Family & Medical Leave must be submitted on the Family & Medical Leave of Absence Request Form; see sample in Appendix) of the need for such a Leave, the date it will commence, and the anticipated duration of the Leave. The employee must provide as much advance notice as practicable, preferably as soon as the employee learns of the need for the Leave.

F. Requirements for Family & Medical Leave for Employee's Own Serious Health Condition

During Family & Medical Leave for an employee's own serious health condition, the employee must comply with the conditions and requirements for a Medical Leave as set forth in Chapter 11 of this Handbook.

G. Requirements for Family & Medical Leave for Employee's Family Member's Serious Health Condition

If an employee requests a Family & Medical Leave due to a serious health condition of a qualified family member, the employee must support the request with a certification issued by the health care provider (as defined by law) of the individual with the serious health condition. (See Certification By Health Care Provider form in Appendix.) If the time estimated by the health care provider is insufficient, the employee must submit a recertification (prior to the expiration of the previously anticipated end date) if the employee desires additional leave. In addition, extensions under this policy will not be granted that cause the total period of the Family & Medical Leave to exceed the 12-week limitation identified above. For specific information of the requirements under this Section, contact the Human Resources Department.

H. Employee Status

Employees will retain their status as an employee during the period of a Family & Medical Leave. Moreover, their absence shall not be considered a break in service for purposes of determining their length of service. Assuming an employee returns from an approved Family & Medical Leave in a timely manner, the employee will be credited with all service time accrued before and during the Leave; notwithstanding these provisions and unless otherwise prohibited or limited by law, the Company's policies regarding accrual (or no accrual) of paid Leave (e.g., Vacation), determination of vesting and "breaks in service" in such benefit plans as the Company's Tax Deferred Employee Savings Plan (401k), and scheduling or delaying performance and salary/wage reviews, are unaltered.

I. Reinstatement Privileges

Except where the law authorizes or requires a different result (e.g., in the case of an eligible Temporary employee), an employee who complies with the provisions of the

policy will be guaranteed reinstatement upon expiration of an approved Family & Medical Leave, as required by law. Under most circumstances, the employee will be reinstated in the same or an equivalent position (with equivalent pay, benefits, and other employment terms and conditions) as that which (s)he occupied when the Family & Medical Leave commenced. An employee who takes a Family & Medical Leave because of his/her own serious medical condition must provide medical certification verifying that (s)he is able to return to work in the same manner as employees who return from other types of Medical Leaves. If an employee fails to return to work immediately after the period of the approved Family & Medical Leave expires, the employee will be considered to have voluntarily terminated from the Company.

MEDICAL LEAVE **(Unpaid)**

Employees who are temporarily unable to work due to an illness or injury may be granted a Medical Leave. Subject to the terms and conditions of the Family & Medical Leave policy, or as otherwise restricted by law, generally the Company will not approve a Medical Leave (inclusive of Paid Sick Leave) that exceeds one (1) month (generally 22 workdays). A Medical Leave may be extended beyond the foregoing, at the discretion of the Company, if special circumstances exist. Except to the extent provided for by the policies set forth in this Handbook, all Medical Leaves will be on an unpaid basis. Any Medical Leave taken pursuant to this policy that qualifies as a Family & Medical Leave will be counted as Family & Medical Leave and charged to an employee's entitlement thereunder (if any).

A. Pregnancy Disability

Medical disabilities include (but are not limited to) all temporary disabilities associated with pregnancy, childbirth, and related medical conditions. (Under current law, California employees (whether Regular or otherwise) are eligible for a pregnancy disability Medical Leave of up to four (4) months (generally 88 workdays for full-time employees), for the time they are disabled due to pregnancy, childbirth, or related medical conditions. Reinstatement privileges shall be as required by law.) Contact the Human Resources Manager for additional information.

B. Vacation Pay During a Medical Leave

An employee may ask to be retained on or returned to the active payroll during a Medical Leave for the purpose of receiving Vacation pay, to the extent that Vacation time is available. The length of the Medical Leave, however, shall be inclusive of any such Vacation time. In the event an employee elects to use available Vacation time in order to receive pay during a Medical Leave, (s)he may end or continue to receive same, until the earlier of exhaustion of the Vacation account or the end of the Medical Leave, but once stopped, the employee may not elect to resume the payment of Vacation during the Medical Leave (i.e., while on an approved Medical Leave, the employee may not voluntarily start, stop, and again start receiving Vacation benefits).

C. Notification, Medical Certification and Approval for Medical Leave

As soon as an eligible employee becomes aware of the need for a Medical Leave, (s)he is responsible for the following:

1. Immediately notify his/her Manager and the Human Resources Department. Notification must include:
 - a. the reason for the absence;
 - b. the actual or anticipated commencement of the absence due to medical

disability; and

- c. the anticipated duration of the absence and the anticipated date that the employee will be able to return to work.

Failure to provide any of the above information may result in 1) denial of the Medical Leave, 2) termination, and/or 3) discipline.

2. Initiate and obtain the necessary approvals on the Company's Leave of Absence Request Form (see sample in Appendix). If the employee is absent from work at the onset of the Medical Leave, the Manager and the Human Resources Department, upon receiving notification from the employee, will initiate and process the Leave of Absence Request form.
3. Ensure that the Company obtains timely health care provider certification of the disability, if requested or required by the Company, utilizing the Certification By Health Care Provider form as provided by the Company, and timely updates to any changes in the information (see sample in Appendix).

During a Medical Leave of fifteen (15) or more calendar days, an employee must:

1. Personally communicate with his/her Manager at least once every calendar week regarding the status of his/her disability and his/her intention regarding his/her return to work.
2. Ensure that the Company receives health care provider certification of any need to extend a Medical Leave beyond the previously anticipated end date. A request to extend the Medical Leave must include all of the information required, and must be received prior to the end of the current Medical Leave; such request is subject to approval or disapproval by the Company. Failure to provide complete, timely certification updates will result in termination of the approved Medical Leave.

D. Second Opinions

The Company reserves the right to require a second health care provider's certification (i.e. "second opinion") of any employee's illness or injury. A second opinion may be the basis for Medical Leave approval and/or verification that an employee may safely return to work and permission from the Company to do so. An employee's compliance with the second opinion policy notwithstanding, the at-will nature of the employment relationship is unaltered, and either the employee or the Company may terminate the employment relationship at any time, with or without cause.

E. Return From Medical Leave of Absence

An employee returning from a Medical Leave (inclusive of Paid Sick Leave) of ten (10) or more consecutive workdays is required to provide health care provider certification of his/her fitness to return to work. The Company may also require such certification before an employee returns to work from a Medical Leave (inclusive of Paid Sick Leave) of less than ten (10) consecutive workdays. The Company will reasonably endeavor to accommodate any work limitations the health care provider prescribes for the employee. (If accommodation is necessary, the nature of the accommodation must be described.) If the Company cannot reasonably accommodate the employee in the employee's previous position, or if the previous position is no longer available, the Company may transfer the employee to a suitable position for which the employee is qualified, and/or reduce the employee's workload and/or work schedule (these actions may result in a reduction of wage/salary), or terminate the employee.

F. Permanent Disability

If the Company receives medical evidence substantiating that an employee is permanently disabled and unable to return to work with or without reasonable accommodation, the employee may be terminated effective upon receipt of such medical evidence.

G. Job Guarantee

The Company's "job guarantee" policy as described in this Section is solely applicable to Regular full-time employees who have completed at least one (1) year of active employment. Employees who do not qualify for the "job guarantee" under this policy will be afforded reinstatement rights as required by applicable law or as may be granted in the discretion of the Company (through its senior management).

Except when a longer period of reinstatement rights is required by applicable law or is granted in the discretion of the Company, during an approved Medical Leave of up to one (1) month (generally 22 cumulative workdays for full-time employees, inclusive of any Paid Sick Leave and Vacation time taken during the Medical Leave), and provided an employee's ongoing compliance with this Medical Leave policy, such employee will generally be guaranteed that (s)he may return to the same or a comparable job for which the employee is qualified, unless such job(s) has ceased to exist because of legitimate business reasons, the employee is no longer qualified to perform the essential duties of the job, (s)he therefore/otherwise would have been terminated by the Company during the period of the Leave, or the Company expressly declines to provide such a guarantee.

Reference to a "job guarantee" does not change the at-will nature of the employment relationship; either the employee or the Company may terminate the employment relationship at any time, with or without cause, unless restricted to do so by applicable law.

H. Termination from a Medical Leave

An employee whose Medical Leave extends beyond the period of job guarantee will either be terminated (unless such action is prohibited or restricted by law), or upon his/her written request and upon the Manager's approval, may be allowed to retain his/her employee status, but without a job guarantee, for up to an additional two (2) months (generally 44 workdays). An employee on approved Medical Leave generally will not be terminated by the Company until the earlier of: 1) the conclusion of the approved Medical Leave (unless a longer period is required by law); 2) (s)he ceases to be disabled and would otherwise have returned to work; 3) the disability is certified as permanent (see Section F); 4) the employee fails to comply with Notification and Certification requirements of this policy; 5) (s)he engages in other employment; or 6) (s)he resigns or expresses that (s)he does not intend to return to work at the Company.

An employee who is medically able to return to work and who seeks reinstatement upon conclusion of an approved Medical Leave beyond the period of job guarantee, but for whom an appropriate open position does not exist, shall be terminated.

I. Benefits Continuation

Except when greater benefit is required pursuant to the Family & Medical Leave policy or by law, and while the employee is on an approved Medical Leave, the Company will continue to provide group health-related insurance benefits (for those for whom such benefits are provided at Company expense) only for thirty (30) calendar days following commencement of the Medical Leave (inclusive of any Paid Sick Leave time and paid Vacation time taken during the Medical Leave), assuming that entitlement to such Company provided benefits has not been diminished or lapsed pursuant to a previous Leave that ceases upon commencement of the Medical Leave; the Company will continue to pay its share of the premiums during such period, and the cost of coverage normally borne by the employee (e.g., the employee's share of the premium for himself/herself, spouse, dependents, as the case may be) will remain the sole responsibility of the employee. Upon cessation of Company provided benefits, an employee may be eligible to continue benefit coverage, at his/her expense, as provided for by the insurance plan in effect at that time and/or by COBRA or other applicable law. To the extent permitted by law and/or the insurance contract then in effect, the Company will resume payment for its share of the cost of these group benefits when the employee returns from the Medical Leave to active full-time employment, provided that the employee maintained coverage without interruption and returns to active full-time employment prior to cessation of such coverage, or as otherwise required by law.

BEREAVEMENT LEAVE

The Company understands the personal and family difficulties that confront an individual when there is a death in the "immediate family." Therefore, the Company provides paid Bereavement Leave for employees who have suffered the loss of an immediate family member.

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his/her Manager as soon as possible.

A. Eligibility

Regular full-time employees are eligible for up to three (3) days (maximum 24 work hours) of paid Bereavement Leave. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses.

For purposes of this policy, the Company defines "immediate family" as the employee's "significant other," spouse, parent, stepparent, grandparent, child, stepchild, grandchild, son/daughter-in-law, sibling or step sibling; or the employee's spouse's parent, stepparent, grandparent, child, stepchild, grandchild, son/daughter-in-law, sibling or step sibling.

The Manager shall consider the immediacy of the familial relationship, the distance of required travel, and any special obligations or responsibilities the employee must assume, when determining the length of approved, paid Bereavement Leave.

B. Approval

Approval of Bereavement Leave will occur in the absence of unusually urgent operating requirements. Any employee may, with his/her Manager's approval, use any other appropriate, available paid Leave (e.g., Vacation) or unpaid Personal Leave for additional necessary time off. The Leave of Absence Request Form (see Appendix) should be initiated by the employee seeking approval for the Bereavement Leave.

C. Returning from a Bereavement Leave

It is the employee's responsibility to report to work at the end of the Bereavement Leave. An employee who fails to report to work on the day after the Bereavement Leave expires, or who fails to properly notify his/her Manager of the need for an extended Leave and obtain approval for such an extension, will be considered to have voluntarily resigned, effective the last day of the Bereavement Leave.

PERSONAL LEAVE **(Unpaid)**

A. Approval Process

Employees may request a Personal Leave without pay for a reasonable period of time. A request must be submitted by the employee, in advance of the Leave, on the Leave of Absence Request Form (see sample form in the Appendix). Such Leave requires the approval of the employee's Manager; provided, however, that if the Personal Leave requested is for more than ten (10) workdays, it will also require the approval of senior management.

Subject to the terms and conditions of the Family & Medical Leave policy, or as otherwise restricted by law, generally, the Company will not approve a Personal Leave (i) for part-time or Temporary employees that exceeds ten (10) workdays, or (ii) for Regular full-time employees that exceeds one (1) month (generally 22 workdays). A Personal Leave may be extended beyond the foregoing, at the sole discretion of the Company, if special circumstances exist. Requests must be submitted, in writing, by the employee, in advance of the requested extension. Such extended Personal Leave requires the approval of the employee's Manager and an officer of the Company. All Personal Leaves, whether paid or unpaid, shall be considered a leave under the Family & Medical Leave policy to the extent permitted by law and generally will not be granted in addition thereto.

Requests for Personal Leave will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and the expected impact of the Leave on the Company.

B. Returning From a Personal Leave of Absence

It is the employee's responsibility to report to work at the end of the approved Personal Leave. An employee who fails to report to work on the day after the Leave expires will be considered to have voluntarily resigned, effective the last day of the Leave.

C. Benefits Continuation

Except when greater benefit is required pursuant to the Family & Medical Leave policy or by law, and while the employee is on approved Personal Leave, the Company will continue to provide group health-related insurance benefits (for those for whom such benefits are provided at Company expense) only for thirty (30) calendar days following commencement of the Personal Leave (inclusive of any paid Vacation time taken during the Personal Leave), assuming that entitlement to such Company provided benefits has not been diminished or lapsed pursuant to a previous Leave that ceases upon commencement of the Personal Leave; the Company will

continue to pay its share of the premiums during such period, and the cost of coverage normally borne by the employee (e.g., the employee's share of the premium for himself/herself, spouse, dependents, as the case may be) will remain the sole responsibility of the employee. The maximum number of days that the Company will provide benefits in any twelve (12) month period is thirty (30) calendar days. Upon cessation of Company provided benefits, the employee may be eligible to continue benefit coverage, at his/her expense, as provided for by the insurance plan in effect at that time and/or by COBRA or other applicable law. To the extent permitted by law and/or the insurance contract then in effect, the Company will resume payment for its share of the cost of these group benefits when the employee returns from the Personal Leave to active, full-time employment, provided that the employee maintained coverage without interruption and returns to active full-time employment prior to cessation of such coverage, or as otherwise required by law.

D. Job Guarantee

The Company's "job guarantee" policy as described in this Section is solely applicable to Regular full-time employees who have completed at least one (1) year of active employment. Employees who do not qualify for "job guarantee" under this policy will be afforded reinstatement rights as required by applicable law or as may be granted in the discretion of the Company (through its senior management).

Except when a longer period of reinstatement rights is required by applicable law or is granted in the discretion of the Company, during an approved Personal Leave of up to one (1) month (generally 22 cumulative workdays for full-time employees, inclusive of any paid Vacation time taken during the Personal Leave), such employee will generally be guaranteed that (s)he may return to the same or a comparable job for which the employee is qualified, unless such job(s) has ceased to exist because of legitimate business reasons, the employee is no longer qualified to perform the essential duties of the job, (s)he otherwise would have been terminated by the Company during the period of the Leave, or the Company expressly declines to provide such a guarantee. Reference to a "job guarantee" notwithstanding, the at-will nature of the employment relationship is unaltered, and either the employee or the Company may terminate the employment relationship at any time, with or without cause, unless restricted to do so by applicable law.

MISCELLANEOUS LEAVES

Employees may occasionally need time off from work to address important matters; such time off may be regulated by law (federal, state and/or local). The Company will comply with its legal obligations by providing employees time off, where necessary, in accordance with applicable legal requirements. Time off that is provided under this policy will be unpaid except where the law requires that it be compensated.

The following represents examples of areas which may be regulated by federal and/or state laws; in the event you have any questions whether the need for a particular Leave is governed by law, please consult with the Human Resources Manager for further information.

Military Leave of Absence;

Time Off To Visit Child's School;

Jury Duty and Witness Duty;

Volunteer Firefighters;

Time Off To Vote;

Participation In An Adult Literacy Education Program; and

Participation In Alcohol or Drug Rehabilitation Program.

VACATION

Only Regular full-time employees are eligible for (i.e. accrue) Vacation benefits as set forth in this policy.

While employees typically utilize Vacation to get a complete and extended break from work to refresh themselves and to pursue enjoyable activities, Vacation may also be requested for any personal reason that requires employees to be absent from work. All other Leaves have specific qualifying conditions that must be met before time off, whether paid or unpaid, is approved. Vacations require approval from an employee's Manager (which request may be denied if it would undermine departmental or Company operational needs).

An employee will not accrue Vacation time beyond a maximum amount described in this policy (see Section A). **Employees generally may not receive pay in lieu of taking Vacation ("cash out"), except on termination of employment.**

A. Vacation Accrual

Vacation time is accrued as set forth in this Section. Eligible employees earn (i.e. accrue) paid Vacation time benefits only by working and/or during periods of **paid leave** (e.g. when on paid Vacation).

Eligible employees may earn Vacation time of five (5) days (or 40 hours) during the first year of employment; however, no Vacation time is earned during the first three (3) months of employment. Thereafter, the rate of accrual increases so that employees may earn ten (10) days (or 80 hours) each year during the second year through the fifth year, and fifteen (15) days (or 120 hours) during the sixth year and each year thereafter.

Notwithstanding the foregoing, the **maximum** accrued Vacation time balance an employee may have at any time cannot exceed an amount equal to one and one-half (1-1/2) times the amount of time that can be accrued at the current annual Vacation accrual rate ("**Accrual Cap**"). **If an employee's accrued Vacation time reaches the Accrual Cap, the employee will not accrue any additional Vacation time;** i.e. no additional Vacation time will be earned during the period in which the employee's accrued Vacation time is at the Accrual Cap. At such time as the employee's accrued Vacation account falls below the Accrual Cap (e.g., the employee takes Vacation), the employee will again begin to accrue Vacation time until (s)he again reaches the Accrual Cap.

The following chart illustrates the accrual and Accrual Cap provisions:

<u>Accrual Period</u>	<u>Vacation Hours Accrued Per Pay Period</u>	<u>Maximum Rate, Days/Hours that May Be Accrued Each Year</u>	<u>Accrual Cap</u>
Start of employment through 3 months	-0-	-0-	---
4th month through end of 1st year	2.0	5 days/40 hours	---
2nd year through 5th year	3.077	10 days/80 hours	15 days/120 hours
6th year and each year thereafter	4.615	15 days/120 hours	22.5 days/180 hours

The chart is predicated on a Regular full-time employee working forty (40) or more hours per workweek. Regular full-time employees regularly scheduled to work less than forty (40) hours per workweek may have an accrual rate and Accrual Cap prorated.

Subject to the Accrual Cap, employees will earn a full bi-weekly accrual for each bi-weekly pay period that they are on the active paid payroll and for which they receive full or partial base pay from the Company, except for the period during which employment is terminated (see Section E). (No accrual will occur during bi-weekly pay periods when an employee receives no base pay from the Company.)

B. Scheduling Vacations and Pay Practices

Properly scheduling Vacations is the shared responsibility of each employee and his/her Manager.

Managers shall recommend approval (or denial) of employees' requests for Vacation based upon various factors, including anticipated operating requirements and staffing considerations. All Vacation requests require the approval of the Manager. Requests for Vacation time which affect staffing considerations will be considered on a seniority basis. Vacation Request forms are available from the Human Resources Department.

Vacations generally require thirty (30) days' advance approval. In the event that a regular pay day would occur during an employee's period of Vacation, the pay check will be distributed to the employee on his/her last day of work immediately prior to the Vacation if the Company receives the employee's request for the pay advance at least two (2) weeks prior to the Vacation. (Generally, Vacation pay advances do not apply with respect to employees whose pay checks are automatically deposited into the employee's bank account.)

Vacation pay will be calculated based on the employee's hourly base pay rate (not

including any special forms of compensation, such as incentives, commissions, or bonuses) in effect as of the first day when the Vacation time is taken (pay increases which may become effective during a Vacation will not be reflected); with respect to salaried employees, the "hourly rate" is determined by dividing the bi-weekly pay by number of hours the employee is regularly scheduled to work during the bi-weekly pay period, but not exceeding eighty (80) hours. Exempt employees shall take Vacation in full day increments. Non-exempt employees may take Vacation time in half-day increments, although all employees are encouraged to take Vacation in full, consecutive days in order to fully benefit from time away from work. (A Vacation day is equal to the number of hours that an employee was regularly scheduled to work on that day, but not exceeding eight (8) hours.) Notwithstanding the above, requests for Vacation in excess of ten (10) consecutive workdays require the approval of an officer.

C. Vacations During Unpaid Leaves of Absence

Employees may request and generally will be granted Vacation, to the extent that Vacation is available, to coincide with approved Leaves of Absence when the Leave of Absence would otherwise be unpaid. In such instances, employees will remain on or be returned to the active payroll for the duration of the requested/approved Vacation, and the time off will be reflected as Vacation and deducted from the accrued/available Vacation time. Vacation time taken during a Leave of Absence (e.g., during a Medical Leave of Absence) is considered part of the Leave, and therefore may not be used to extend the length of the Leave. Vacation time may, however, be approved by the Company and may be taken prior to and/or following an approved Leave.

D. Holidays During Vacations

If a Company Holiday occurs during an employee's paid Vacation, Holiday pay will be provided to eligible employees (see Company Holidays) for such day, and there will be no deduction from the Vacation account.

E. Termination of Employment

Upon termination of employment, the employee will be paid for all accrued, unused Vacation time. The accrual will be calculated through the end of the last day worked.

F. Returning from a Vacation

It is the employee's responsibility to report to work at the end of the Vacation. An employee who fails to report to work on the day after the Vacation expires, or who fails to properly notify his/her Manager of the need for an extended Leave and obtain approval for such an extension, will be considered to have voluntarily resigned, effective at the end of the last day of the Vacation.

COMPANY HOLIDAYS

Prior to the onset of each calendar year, the Company will publish a Holiday schedule. The Company grants paid Holiday time off to all eligible employees in accordance with the following:

A. Eligibility

The Company provides paid Holiday time off to Regular part-time and full-time employees who satisfy the criteria set forth in the paragraph below. Temporary employees are ineligible for Holiday pay.

In order to qualify for Holiday pay, a Regular employee must work the last scheduled day immediately preceding the Holiday and the first scheduled day immediately following it. Approved Vacation time off that falls on either or both the last scheduled day immediately preceding a Holiday and/or the first scheduled day immediately following it will be considered a day "worked" for purposes of this policy. The Company may, in its discretion, consider that a partial day worked satisfies the above criteria.

B. Holiday Pay

Eligible employees will receive their regular base pay for the number of hours normally scheduled to work on the day on which the Holiday occurs; bonuses, commissions, and overtime pay are excluded from the definition of base pay.

C. Pay For Working On Holidays

If an eligible non-exempt employee works on a Holiday at the request of the Manager, (s)he will receive, in addition to his/her Holiday pay, pay at the employee's regular rate of pay for hours actually worked on the Holiday.

The Company is not required by law and does not by this policy provide additional pay or time off to exempt employees who choose or are required to work on a Holiday.

D. Holidays During Paid Vacation

If a Holiday falls during an employee's paid Vacation, Holiday pay will be provided to eligible employees, and there will be no deduction from the Vacation account.

E. Holidays During Paid Sick Leave or Other Leaves of Absence

Employees on Paid Sick Leave or other Leave will not be paid for Holidays that fall within such Leave, nor shall the Holiday in any way "extend" the approved length of such Leave.

OTHER COMPANY BENEFIT PROGRAMS

The following sections provide a brief description of numerous employee benefit plans made available by the Company. Health insurance, long-term disability insurance, life insurance, and the Company sponsored retirement plan (e.g., "401(k)"), are more fully described in the respective Summary Plan Description and/or plan document.

A. Medical and Dental Insurance

The Company provides a medical insurance plan and a dental insurance plan (collectively "health insurance") for its eligible Regular full-time employees¹ and their spouse/dependents. Generally, commencing on the first day of the calendar month following ninety (90) days of continuous, active full-time employment, the Company's health insurance coverage are made available for eligible employees; spouse and/or dependents coverage may be elected by eligible employees if the spouse and/or dependent is eligible for coverage in accord with the Company's then-existing applicable medical/dental insurance policy. The premium for employee coverage shall be shared between the Company and the employee; the premium for spouse/dependent(s) coverage is the sole responsibility of the employee. The cost of the employee's portion of the premium, and the charge for spouse/dependent coverage, as established from time to time, will be deducted from the participating employee's pay. Payroll deduction authorization forms and rates are available for your convenience.

Eligibility, waiting periods, limits, benefits, and deductibles depend upon various factors; if you have any questions, contact the Human Resources Manager. These benefits are subject to change at the sole discretion of the Company; employees will generally be notified of any changes in advance. It is the responsibility of each eligible employee to submit completed insurance forms for forwarding to the insurance Company for acceptance sufficiently in advance to enable coverage. Failure to timely and completely submit the required forms will result in non-coverage until the next enrollment period; it is treated as though the employee had declined

¹ Temporary and part-time employees are generally not eligible for such Company provided benefits, except where mandated by applicable law. For example, the Hawaii Prepaid Health Care Act requires the Company to provide health care coverage (not including dental care) for all "eligible" employees working in Hawaii, regardless of status, who work twenty (20) hours or more per week. Generally under the Act, an employee is "eligible" for such health care coverage at the earliest enrollment date after the employee has worked twenty (20) hours or more per week for four (4) consecutive weeks. Thus, for employees in Hawaii who work twenty (20) hours or more per week, health care coverage (not including dental care) generally commences on the first day of the first calendar month after the employee has worked twenty (20) hours or more per week for four (4) consecutive weeks.

coverage.

Upon termination of employment, an employee and his or her spouse/dependents lose eligibility for health insurance coverage. In addition, other events (e.g., reduction in hours, divorce or legal separation, death, becoming eligible for Medicare, child attaining the age of nineteen (19) years, events specified by law, etc.) may cause the loss of eligibility for the covered employee and/or his/her spouse and/or dependents. Upon loss of eligibility, the employee and/or his/her spouse/dependents may have the right to continuation of coverage for specified periods of time and/or conversion rights, as and in the manner provided by law or as set forth in the Company's applicable health insurance policy; continuation/conversion coverage will be at the employee's/spouse's/dependent's expense. For this reason, employees (or where applicable, the affected beneficiary) must immediately report to the Company any changes in status which may affect coverage and timely exercise such rights in order to avail himself/herself of such benefits. Please refer to the Company's applicable health insurance policy for details.

B. Workers' Compensation Insurance

The Company has arranged, and pays, for Workers' Compensation Insurance. Workers' Compensation Insurance benefits are paid under certain conditions, for an illness, injury, or death which is work related, according to regulations mandated by the applicable state where the employee is employed.

An employee who suffers any work-related injury, no matter how minor, must report that incident immediately to his/her Manager. All benefit inquiries should be directed to the Company's Workers' Compensation Insurance carrier. The Human Resources Manager will provide contact information upon request.

C. State Disability Insurance

Generally, employees are covered under a State Disability Insurance Plan (SDI). This insurance provides disability income protection if illness or injury, not work related, prevents an employee from working.

In California, all employees are eligible, and pay, for this program. To receive payment, an employee must file a claim with the State of California Employment Development Department. Specific rules and regulations governing disability are available from the Human Resources Department. With respect to employees whose base of employment is other than California, please contact the Human Resources Department for pertinent information.

D. Long-Term Disability Insurance

In addition to coverage under the State Disability Insurance Plan, the Company provides, and pays for, group long-term disability insurance coverage for eligible

employees, at the Manager level and above **and** for all Regular full-time employees who have worked full-time with the Company for five (5) consecutive years. Eligibility, waiting periods, limits, and benefits depend upon various factors; these benefits are subject to change at the sole discretion of the Company. It is the responsibility of each eligible employee to submit completed insurance forms for forwarding to the insurance Company for acceptance sufficiently in advance to enable coverage. Failure to timely and completely submit the required forms will result in non-coverage until the next enrollment period; it is treated as though the employee had declined coverage. Please refer to the Company's long-term disability insurance policy for details.

E. Life Insurance

The Company provides, and pays for, group life insurance for its eligible Regular full-time employees. Coverage begins on the first day after completion of the eligible employee's trial period. If you have any questions about life insurance coverage, please ask the Human Resources Manager.

F. Social Security

Employees are covered under the provisions of the Federal Social Security Law (FICA). Social Security benefits are often a significant factor in retirement plans. The total contribution by the employee and the Company is credited toward the employee's Social Security benefits which may be available at retirement. In addition, Medicare, disability and survivor benefits are financed through Social Security taxes.

G. Unemployment Insurance

Upon termination of employment, the employee may be eligible to receive state administered unemployment insurance benefits. For employees based in California, contact the State of California Employment Development Department.

H. Retirement Plan

The Company currently sponsors a "401(k)" plan for eligible employees in order to assist in planning for their retirement. It is the responsibility of each eligible employee to submit completed forms for forwarding to the Plan administrator sufficiently in advance to enable participation. Failure to timely and completely submit the required forms will result in non-participation until the next open enrollment period; it is treated as though the employee had declined participation.

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook ("Handbook") describes important information about my employment with TAP Worldwide, LLC, and I understand that I should consult the Human Resources Department regarding any questions not answered in the Handbook. I understand my responsibility to keep this Handbook available and to promptly insert updated material so that it is current at all times. I have received the Handbook, and I understand that it is my responsibility to read, understand, and comply with the policies contained therein and any revisions made to it; this Handbook supersedes and replaces the prior Employee Handbook(s) and policies (whether written, oral, or by course of conduct) that are inconsistent herewith.

I understand that except for the "employment at-will" relationship, any and all policies, practices, and benefit programs which are described in this Handbook can be changed, modified, supplemented, revised or rescinded at any time by the Company, in a writing issued by the Human Resources Manager or signed by an officer of the Company, with or without prior notice to me. The Company reserves the right to change my hours, wages, working conditions, and benefits at any time. I understand and agree that other than the President of the Company, no employee or representative of the Company has authority to make any agreement, express or implied, for employment other than for employment at-will or to make any agreement limiting the Company's discretion to modify terms and conditions of employment; only the President has the authority to make any such agreement and then only in writing. Consonant with the foregoing, no implied contract concerning any employment-related decision or term or condition of employment can be established, or claimed by me to have been made, orally or by course of conduct.

I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment, employment for any specific length of time, or that employment at the Company is anything other than employment at-will; employment may be terminated at the will of either the Company or me, with or without cause. My signature below certifies that I understand that the foregoing agreement on employment at-will is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated.

Employee's Name (Typed or Printed)

Employee's Signature

Date

APPENDIX A

CURRENT EMPLOYMENT ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

ATTENTION – PLEASE READ THIS CAREFULLY!

In consideration of TAP WORLDWIDE, LLC (“the Company”) continuing to offer you (“Employee”) gainful employment as an at-will employee (sometimes collectively referred to as “The Parties” or individually as “Each Party”), and in consideration of Employee continuing to accept said at-will employment with the Company, the Company hereby offers and adopts the following terms and conditions for Employee’s continued employment, the effective date of which shall be January 1, 2010:

1. **Covered Claims:** Each Party will hereby submit to binding arbitration, and waive any and all rights to civil trial, any dispute, claim or controversy arising out of or in any way connected with any dispute relating to the terms and/or conditions of employment which includes, but it not limited to:

(a) Any and all claims arising under either federal or state law, including but not limited to claims arising under Title VII of the Civil Rights Act (federal), Equal Pay Act (federal), Americans with Disabilities Act (federal), Age Discrimination in Employment Act (federal), Fair Labor Standards Act (federal), Families with Medial Leave Act (federal), Labor Management Relations Act (federal), Employee Retirement Income Security Act (federal), Fair Employment and Housing Act (state) and the Unfair Business Practices Act (state), as well as any and all claims under federal and/or state law involving law against discrimination, including but not limited to discrimination based on race, sex, sexual orientation, gender, religion, national origin, age, marital status, handicap (actual or perceived), disability (actual or perceived) and/or harassment on any of the foregoing grounds; and

(b) Any and all claims arising under either contract or tort principals, including but not limited to claims for breach of contract (oral or written), breach of implied covenant of good faith and fair dealing, negligent and/or intentional infliction of emotional distress, wrongful termination in violation of statute (see para. (a) above), wrongful termination in violation of common law, wrongful termination in violation of public policy, retaliation (related to provision of workers’ compensation benefits, exercise of a statutory right (see para. (a) above) or otherwise) and/or fraud.

Each Party hereby recognizes and acknowledges that the foregoing paragraphs are meant to be only illustrative and not exhaustive as to the nature and type of all employment related disputes which will be subject to binding arbitration upon implementation of this Agreement.

Each Party will also hereby submit to binding arbitration any dispute, claim or controversy arising out of or in any way connected with any dispute relating to the

interpretation and/or meaning of any term contained within this Agreement or the enforceability and/or scope of this Agreement.

2. **Excluded Claims:** Claims for ordinary workers' compensation or unemployment compensation benefits are not covered by this Agreement. In addition, requests for temporary restraining orders and/or preliminary injunctions in the California Superior Court by either Employee or the Company, where such temporary equitable relief would otherwise be authorized by law, are not covered by this Agreement and are hereby specifically allowed pursuant to Code of Civil Procedure section 1281.8. Either Employee or the Company may also bring an action in any court of competent jurisdiction to compel arbitration of a matter covered by this Agreement and to enforce an arbitration award.

3. **Selection of Arbitrator:** Each Party hereby agrees to select mutually a neutral arbitrator who has at least ten (10) years experience with respect to deciding disputes between employers and employees. In the event the parties are unable to agree mutually upon an acceptable, qualified arbitrator, the parties shall select a qualified arbitrator as provided for by the American Arbitration Association rules governing employment disputes (a copy of the American Arbitration Association's Employment Arbitration Rules can be viewed here: <http://www.adr.org/sp.asp?id=32904>). If the latter should occur, the rules of the American Arbitration Association, Resolution of Employment Disputes, shall govern to the extent they are not inconsistent with the provisions set forth in this Agreement, including but not limited to rules governing discovery, exchange of expert witness information and trial conduct.

4. **Ambiguity Resolved in Favor of Arbitration:** Each Party hereby recognizes and acknowledges that binding arbitration has become an accepted and favored method of resolving disputes due to the ever-increasing costs and financial burdens caused by initiation and prosecution of civil lawsuits, and as such, hereby agrees that should any question or ambiguity arise as to the arbitrability of any claim brought by either the Company or Employee under this Agreement, said question and/or ambiguity shall be resolved in favor of binding arbitration.

5. **Payment of Arbitration Fees and Costs:** Each Party hereby recognizes and acknowledges that if binding arbitration is initiated by either party, regardless of which party is deemed to be the prevailing party, the Company will be responsible for payment of all costs and arbitrator fees which are reasonable and unique to an arbitral forum.

6. **Remedies Available:** Each Party hereby recognizes and acknowledges that by submitting themselves and their employment related claims to binding arbitration, each will still be afforded any and all remedies (monetary, equitable or otherwise) that would otherwise be afforded to them under applicable federal or state law with the exception of the right to a jury trial and the right to appeal a jury (or bench) trial verdict.

7. **Written Award:** Each Party hereby agrees that the decision of the arbitrator shall be in writing.

8. **Notice of Claim:** Each Party hereby recognizes and acknowledges that an aggrieved party must give written notice to the other of any dispute or claim subject to this Agreement no later than the expiration of the time prescribed by the applicable statute of limitations.
9. **No Oral Modification:** Each Party hereby recognizes and acknowledges that this Agreement can only be modified by a writing, signed by both parties. No oral modifications shall have any force or effect.
10. **Severability:** If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, the remaining part of this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable part(s) shall be deemed not to be part of this Agreement.
11. **Acknowledgement of Understanding:** Each Party hereby recognizes and acknowledges that each has fully read and understands the terms and legal consequences of this Agreement and accepts the same under his/her/its own free will in light of the consideration given by each Party as set forth above.
12. **Effective Date of Agreement:** If Employee voluntarily continues his/her employment with the Company after the effective date of this Agreement (or January 1, 2010), Employee will be deemed to have knowingly and voluntarily consented to and accepted all of the terms and conditions set forth herein without exception. This Agreement shall continue in effect indefinitely, except that the Company may modify and/or terminate this Agreement as to future disputes or claims to the extent necessary or desired so to comply with any future developments or changes in the law. Thirty (30) days written notice will be provided by the Company prior to the effective date of any such modification and/or termination of this Agreement. Any such modification and/or termination of this Agreement shall only be effective with respect to any dispute or claim arising after the effective date of the modification and/or termination.

DATED: JANUARY 1, 2010

TAP WORLDWIDE, LLC

APPENDIX B

DEFINITION OF ORGANIZATIONAL TERMS

"Company"	TAP Worldwide, LLC
"Handbook"	This Employee Handbook as modified from time to time.
"Department"	The functional unit to which the employee is assigned (e.g., Human Resources Department).
"Human Resources Department"	The Company's Human Resources Department and its staff.
"Human Resources Manager"	The Company's manager of the Human Resources Department.
"Manager"	A store manager and the highest level management of the Department; if the employee is the Department head or store manager, then his/her supervisor.
"senior management"	Any officer, Operations Manager, Gardena Sales Manager, and Manager of Store Operations
"department head"	The highest level management of the Department; if the employee is the Department head, then his/her supervisor.
"officer"	The Company's President, Vice-President, General Counsel, Secretary, Chief Financial Officer, or Controller.

APPENDIX C

EMPLOYEE NON-DISCLOSURE AGREEMENT

As a condition and in consideration of employment or continued employment (including, but not limited to, compensation, incentives, and benefits), and access to confidential information, the undersigned hereby agrees and covenants as follows:

As an employee of TAP WORLDWIDE, LLC (the "Company"), I have been, and/or may be, involved with or become aware of highly sensitive and confidential information (some of which I may in the past have, and/or may in the future, develop or contribute to) not generally, if at all, known or available to persons or entities not in some way affiliated with Company (hereinafter "proprietary information"), which may include (but not be limited to): development projects and plans; the identity of consultants and assistants; future advertising and marketing methods, campaigns and strategies; sales, costs, and pricing information and formulas; budgets; product performance; sources of products; production and distribution methods or procedures; product availability; customer product preferences and requirements; customer purchases, orders, leads and quotations; business methods, procedures and plans; and additional information relating to financial, legal, marketing, technical, developmental and/or other business aspects, of Company and/or its affiliates. I agree and understand that any and all of the foregoing is considered by Company to be highly confidential and proprietary and/or a trade secret within the meaning of California law. In furtherance of the foregoing, I agree, during the term of my employment and at all times thereafter (until, and only to the extent, the proprietary information is made publicly known through no fault of mine or the fault of others by improper means), as follows:

1. To refrain from reproducing or making any summary, extract or abridgment of, or removing, any business record, document, schematic, drawing, product, component or any other item dealing with the proprietary information, other than in the regular scope of my duties, without appropriate prior written authorization.
2. To refrain from discussing with any other person or persons, whether or not said persons are in the employ of Company, any aspect of the proprietary information, except as said discussions directly relate to discharge of the regular scope of my duties and/or are in compliance with authorization to do so.
3. To accept and maintain the proprietary information on a confidential basis and to protect and effectively safeguard same against unauthorized use, publication or disclosure. I will not be justified in disregarding the obligation of confidentiality by selecting individual pieces of public information and fitting them together by use of integrated disclosure to contend that such proprietary information is in the public domain.
4. Other than in furtherance of Company's business, not to use, directly or indirectly, for my own or for anyone else's advantage, any proprietary information learned during my employment with Company.

5. Not to disclose, publicize, reveal or make available, directly or indirectly, any of the proprietary information to any firm, person, or entity whatsoever, except for a disclosure which is required, if at all, by statute, order of court or otherwise by law, and then only after first advising Company of such demand with reasonably sufficient advance notice so as to afford Company an opportunity to seek a protective order.

6. Not to interfere with the relationship between and/or among Company and its consultants, agents, employees or others providing services or products to or for Company, nor to disclose the identity of said individuals and/or entities so long as not otherwise generally known in the trade.

7. Upon termination of my employment, or at such earlier time as requested by Company, to turn over to a designated individual employed by Company all property then in my possession or control belonging to Company. I will not retain any original, copy, summary, extract or abridgment of any document which contains proprietary information, whether in written, graphic, tangible, electronic or magnetic format, including correspondence, memoranda, reports, calendars, contracts, notebooks, drawings, photos, information stored in computer memory or on disk or other documents relating in any way to the affairs of Company or to the affairs of its affiliated companies, howsoever coming into my possession or control or developed by me at any time during my employment with Company, all of which will be delivered to Company immediately upon termination of my employment, or at such earlier time as requested by Company.

I acknowledge and agree that the proprietary information, and the strict confidentiality thereof, materially affect the successful conduct of Company's current and future business and its goodwill; therefore, any breach of the terms of this Agreement by me is a material breach thereof, and may result in immediate termination of my employment, the imposition of injunctive relief, liability for damages sustained by Company, and any other remedies or relief to which Company is entitled under law or equity. I acknowledge and agree that money damages will not provide an adequate remedy to Company in the event of a breach or threatened breach of this Agreement by me, and therefore Company shall be entitled to immediate equitable relief in such an event. In the event of litigation relating to or arising from this Agreement, the party prevailing shall be entitled to its reasonable costs and attorneys' fees incurred in such action and any appeal of such action.

No modification or waiver of this Agreement or any of its provisions shall be binding upon Company unless made in writing and signed on behalf of Company by one of its officers. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and such invalid or unenforceable provision may be reformed by a court of law or equity to the extent possible in order to give its intended effect and/or meaning. Each restriction, covenant and agreement contained herein shall be construed as a separate undertaking, independent of any other provision, and the existence of any claim or cause of action I may have against Company shall not constitute a defense to the enforcement by Company of each of these separate covenants, restrictions or agreements. I understand that Company is a multi-state employer with its

principal place of business in Los Angeles County, California. This Agreement is entered into in Los Angeles County, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflict of laws principles).

I understand and agree that the purpose of this Agreement is to protect the rights and interests of Company with respect to the proprietary information. I confirm that I have not been asked to, and will not, disclose to Company, and/or use for the benefit of Company, any confidential information of any former employer(s). Nothing in this Agreement shall confer any right with respect to continuation of my employment with Company. I further agree that I will disclose the existence of this Agreement to all of my future employers who might benefit from my use or disclosure of the proprietary information. The covenants and agreements undertaken herein shall survive termination of my employment.

I have read and fully understand the foregoing, acknowledge the adequacy of the consideration for entering into this Agreement, and agree that this Agreement shall be binding upon me and my heirs, personal representatives and successors.

EMPLOYEE'S NAME
(Please Print)

Dated:_____

EMPLOYEE'S SIGNATURE

APPENDIX D
NOTICE TO EMPLOYEES AND RELEASE
RE: Off-Duty Social, Recreational and Athletic Activities

NOTICE

This notice is provided to inform you of certain risks regarding your participation in off-duty social, recreational and athletic activities sponsored by or associated with TAP Worldwide, LLC ("Company"). Neither the Company nor its insurance carrier(s) will be liable for damages or payment of Workers' Compensation benefits for any injury which arises out of any employee's voluntary participation in an off-duty social, recreational or athletic activity which is not part of the employee's work-related duties.

If you choose to participate in any off-duty social, recreational, athletic or other activity sponsored by or associated with the Company, your participation is completely voluntary and your participation or non-participation will not affect your employment or employment benefits you might otherwise receive. The Company neither requires nor expects your participation in such activities; rather, every employee is entirely free to participate or not participate in such activities as (s)he chooses. As a result, it will be the Company's position that any injuries or losses incurred in the course of participating in such activities, are not compensable under Workers' Compensation or otherwise.

Further, the Company makes no representations, endorsements or warranties of any kind regarding the ability, competency or expertise of any third parties or other employees who lead, organize, instruct, participate or otherwise become involved in any such off-duty activities. Employees assume the risk of injury or loss resulting from the acts of third parties or other employees involved in such off-duty activities.

RELEASE

In consideration of the Company providing employees the opportunity to participate in off-duty, recreational, athletic or social activities (e.g., by sponsoring or associating with same), the undersigned does hereby agree that (s)he assumes the risk of any and all injury or losses which may arise out of his/her participation in such off-duty activities and 1) that the employee will neither hold nor attempt to hold the Company liable in any way for any injuries or losses arising out of the employee's participation in such off-duty activities; 2) that the employee waives any and all rights of his/her family members, heirs, legal representatives, and assigns to hold the Company liable for any injuries or losses arising out of the employee's participation in such off-duty activities; and 3) that the employee will indemnify and hold the Company harmless for any claims by third parties for injuries or losses arising out of the employee's participation in such off-duty activities.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS NOTICE, THAT YOU UNDERSTAND THAT THIS IS A LEGAL AGREEMENT AND YOU HAVE BEEN OFFERED THE OPPORTUNITY TO SEEK LEGAL COUNSEL, AND THAT YOU AGREE TO THE RELEASE REGARDING RISK OF INJURIES AND LOSS WHICH MAY ARISE OUT OF YOUR PARTICIPATION IN OFF-DUTY SOCIAL, RECREATIONAL AND ATHLETIC ACTIVITIES SPONSORED BY OR ASSOCIATED WITH TRANSAMERICAN AUTO PARTS COMPANY, INC., DBA FOUR WHEEL PARTS WHOLESALERS.

Employee Signature _____

Date _____

Print Name _____

APPENDIX E

ACKNOWLEDGMENT AND CONSENT OF COMPANY RIGHT OF ACCESS AND MONITORING

The Company provides many of its employees with a desk and/or file cabinets. Although desks and file cabinets are made available for the convenience of employees while at work, employees should remember that all desks and file cabinets remain the sole property of the Company; therefore, employees should not assume that any desks or file cabinets, or their contents, are confidential or that access by the Company's designated representatives will not occur.

Moreover, the Company reserves the right to open and inspect desks, file cabinets, and tool boxes (whether provided by the Company or the employee), as well as any contents, effects, or articles that are in the desks, file cabinets, or tool boxes. Inspections can occur at any time, with or without advance notice or additional consent and may be conducted during, before, or after working hours by any member of senior management or security personnel designated by the Company. Employees are advised that, in the event an employee's personal padlock is damaged or destroyed in the course of a tool box inspection, the Company will replace the padlock and that such Company provided replacement shall represent total restitution to the employee.

The Company (through its senior management or Human Resources Manager) reserves the right to open and read all mail received at the Company, irrespective of to whom it is addressed, to access all voice mail and computer messages left on or recorded on its system, and to access all computer storage and entry whether on hard drives or on computer disks, at any time at the Company's discretion. Employees should not assume that such mail, messages, or data are confidential or that access by the Company's designated representatives will not occur.

The Company is committed to customer satisfaction and wishes to take steps to ensure that its customers receive the best possible service. The Company also seeks to maintain compliance with its telephone policies. To achieve these objectives, telephone calls that involve Company phones may be monitored by designated employees or representatives of the Company; by use of Company phones, the employee consents to such monitoring.

I, the undersigned, acknowledge that in the course of my employment with the Company, I may be provided with a desk, file cabinet, and/or tool box and that I will have access to and will use various equipment and systems, including, but not limited to, computers, telephones, facsimile machines, voice mail, and electronic mail. I further acknowledge and understand that it is the Company's policy and practice to periodically monitor an employee's use of the foregoing equipment and systems and to review the property, data, and information stored in, created on, and/or transmitted through such equipment and systems.

I understand that all such equipment and systems and any data and information thereon is and shall remain the sole property of the Company and that the Company reserves the right to access and monitor my use of desks, file cabinets, tool boxes (whether provided by the Company or me), mail, voice mail, E-mail, computer messages, computer storage and entry, and telephones, with or without further advance notice. I hereby acknowledge that by my use of any of the foregoing equipment or systems, I consent to the Company's access to and monitoring of my use of same; therefore, I do not assume that such desks, file cabinets, tool

boxes, or their contents, mail received at the Company, voice mail, E-mail, computer messages, computer storage and entry, and telephone calls are confidential.

I hereby fully waive any rights or claims, and release the Company and its agents, employees, representatives, officers, and directors from any and all liability, claims, or damages that may directly or indirectly result from the Company's access to and monitoring of my use of tool box(es), the Company's equipment and systems, and the property, data, and information stored in, created on, or transmitted through such equipment and systems.

Dated: _____, 20____

Employee's Signature

Print Employee's Name

APPENDIX F

AUTHORIZATION AND RELEASE TO VIEW EMPLOYEE MEDICAL FILES

I, the undersigned, acknowledge that from time to time it may be necessary for non-Company personnel to review and/or discuss my medical records with the Company's Human Resources Department staff, in connection with life and/or health insurance benefits, medical leaves of absence, workers' compensation, and/or other Company provided benefits, or as required or authorized by law or otherwise. In connection with and in furtherance of the Company providing to me such benefits and rights, and/or in compliance with requests of individuals or entities who are required or authorized by law or otherwise to review the files, records, and/or to discuss the same (orally and/or in writing), I hereby authorize the Company to provide and discuss any pertinent medical information it deems appropriate, including access to or any information contained in my medical records, with non-Company personnel who are medical, health and/or life insurance providers, workers' compensation carrier employees, agents, and/or individuals/entities who are required or authorized by law or otherwise to review the records. In addition to authorizing non-Company personnel to review and discuss my medical records with Company personnel, I hereby fully waive any rights or claims I have or may have against the Company, its agents, employees, representatives, officers and directors, and release the foregoing from any and all liability, claims or damages that may directly or indirectly result from the foregoing use, disclosure or release of any medical information.

I acknowledge that I have read this Authorization and Release to View Employee Medical Files and fully understand and voluntarily agree to its provisions.

Dated: _____, 20

Employee's Signature

**APPENDIX G
LEAVE OF ABSENCE REQUEST FORM**

EMPLOYEE SECTION

Print Employee Name:			
I request an approved absence* for:			
<input type="checkbox"/> Unpaid Medical	<input type="checkbox"/> Unpaid Personal Leave**		
<input type="checkbox"/> Bereavement	<input type="checkbox"/> Jury/Witness Duty		
<input type="checkbox"/> Time Off to Vote	<input type="checkbox"/> Military Leave		
<input type="checkbox"/> Visit Child's School	<input type="checkbox"/> Other		
(Please Describe)			
Reason for Request:			
* Absences will be deducted from available Family & Medical Leave to the extent allowed by applicable law.			
** Employees must provide a reason or explanation that describes the specific nature of the personal business or activities when requesting approval for an Unpaid Personal Leave.			
Start Date & Time:	Return Date & Time:	Total Hours:	Total Days:
Signature:			Date:

MANAGER SECTION

Manager Recommends:	
<input type="checkbox"/> Approval (with pay to the extent that paid time off is provided, accrued and available)	
<input type="checkbox"/> Disapproval Without Pay (generally used in instances of no or improper notification and/or invalid, unverifiable or unacceptable reasons for tardiness or absence)	
Manager Signature:	Date:
Signature of next level of management, as required (e.g., for Unpaid Personal Leaves of Absence):	
Signature:	Date:

HUMAN RESOURCES SECTION

Request for approved absence is:	<input type="checkbox"/> Approved	<input type="checkbox"/> Declined
Number of Hours/Days With Pay:	Without Pay:	
Human Resources Section Representative Signature:	Date:	

**APPENDIX H
FAMILY & MEDICAL LEAVE OF ABSENCE REQUEST FORM**

EMPLOYEE SECTION

Employee Name:		Date of Hire or Rehire:
Date Leave will Commence:	End of Leave Date:	Anticipated Length of Leave (Hours/Days/Weeks):
Reason for Leave Request: <input type="checkbox"/> Birth of Child <input type="checkbox"/> Placement of child-adoption or foster care* <input type="checkbox"/> Serious health condition-child/parent/spouse <input type="checkbox"/> Serious health condition of employee		
I request a Family & Medical Leave of Absence to begin on the date specified above. I understand my continued obligation to pay my share of all health insurance premiums and for spouse/dependent coverage in a timely manner during the Leave. I acknowledge that I will be guaranteed reinstatement from an approved Family & Medical Leave to the same or an equivalent position as provided in the Leave policy subject to the terms, conditions, limitations, and exceptions provided by law.		
Employee Signature:		Date:

* If Leave requested is due to the birth of a child or placement of a child for adoption or foster care, the Leave must be concluded within one year of the birth or placement of the child.

MANAGER SECTION

Leave of Absence request received and acknowledged. Manager Signature:	Date:
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HUMAN RESOURCES SECTION

Has the employee completed at least 12 months of service and worked at least 1,250 hours of service during the 12-month period preceding the date the Leave would commence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the Leave is requested due to a serious health condition of the employee or the employee's child, spouse or parent, has the employee provided satisfactory medical certification by a health care provider?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> The requested Leave is approved to begin on _____, and end on _____.		
Available Family & Medical Leave at start of this Leave is Hours/Days/Weeks.		
<input type="checkbox"/> Request for Leave is denied for the following reason(s):		
Human Resources Manager Signature:		Date:

APPENDIX I

CERTIFICATION BY HEALTH CARE PROVIDER

1. Employee's Name _____
(or Patient's Name, if other than employee):
2. Date medical condition commenced: _____
3. Probable duration of medical condition: _____
4. Prescribed treatment regimen (please indicate number/schedule of visits and general nature and duration of treatment, including any referrals to other health care providers): _____

For Employee's Own Serious Medical Condition, check the boxes below, as appropriate:

- | | Yes | No | |
|--|--------------------------|--|--|
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the employee required? |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform the essential functions (as defined and provided by the employer) of employee's position with or without reasonable accommodation? |
| If applicable, please describe recommended accommodations: | | | |
| 7. | Is the disability: | | |
| | <input type="checkbox"/> | non occupational? | <input type="checkbox"/> partial? |
| | <input type="checkbox"/> | occupational? | <input type="checkbox"/> total? |
| | <input type="checkbox"/> | predominantly non occupational? | <input type="checkbox"/> temporary? |
| | <input type="checkbox"/> | predominantly occupational? | <input type="checkbox"/> permanent? |
| | <input type="checkbox"/> | contributing cause is indeterminable at this time. | |

For Employee's Child/Spouse/Parent's Serious Medical Condition:

- | | Yes | No | |
|-----|---|--------------------------|--|
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the family member (patient) required? |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | Does (or will) the patient require assistance for basic medical, hygiene, nutritional, or safety needs, or transportation? |
| 10. | Estimate the period of time and schedule our employee is needed to provide care to the patient: | | |

Signature of Health Care Provider

Date

**APPENDIX I
(continued)**

CERTIFICATION BY HEALTH CARE PROVIDER

DATE:

TO: [Health Care Provider]

RE: [Employee Name]
[Patient Name if Other Than Employee]

TAP Worldwide, LLC, the employer of the above-referenced employee, requires the information requested on the attached as a prerequisite to an authorized Family or Medical Leave of Absence. Your prompt response is necessary to enable the employee to receive any Company benefits to which (s)he may be entitled.

Your assistance in this matter is greatly appreciated. Please feel free to call us at _____ if you have any questions.

TAP WORLDWIDE, LLC

Its Human Resources Manager

Attachment

AUTHORIZATION:

The undersigned hereby authorizes the health care provider to provide the requested information.

Dated: _____

(Patient Signature)