

**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practices, and benefit programs which are described in this Handbook can be changed, modified, supplemented, revised or rescinded at any time by the Company, in a writing issued by the Human Resources Manager or signed by an officer of the Company, with or without prior notice to me.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

## **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