



and its wholly owned affiliate, MH Sub I, LLC

Employee Policy Manual

(Last Revised 12.18.2013)

Table of Contents

Welcome!	5
1.0 Employment	6
1.1 Equal Employment Opportunity	6
1.2 Policy Against Harassment	6
1.3 Nature of Employment: At Will	7
1.4 Non-Disclosure	8
1.5 Conflict of Interest	8
1.6 Gift Policy	9
1.7 Employment of Relatives	9
1.8 Background Checks	10
1.9 Arbitration	10
2.0 Employment Classifications	11
2.1 Exempt & Non-Exempt	11
2.2 Full-Time, Part-Time or Temporary	11
2.3 Personnel Files	11
3.0 Employee Development & Job Opportunities	13
3.1 Performance & Merit Reviews	13
4.0 Problem Resolution	14
4.1 Problem Resolution Procedure	14
5.0 Attendance & Punctuality	15
5.1 Absence	15
5.2 Tardiness & Excessive Absences	15
6.0 Compensation, Hours & Expenses	16
6.1 Standard Work Schedules	16
6.2 Paydays & Paychecks	16
6.3 Meal & Rest Periods	16
6.4 Timekeeping	17
6.5 Overtime Policy	17
6.6 Bonuses	18
6.7 Expenses	18
6.8 Travel Policy	19
7.0 Time Off	21
7.1 Paid Time Off	21
7.2 Make-Up Time	22
7.3 Time Off for Voting	22
7.4 Time Off for Parents' School Activities	23
7.5 School Leave (Suspension)	23
7.6 Holiday Policy	23
7.7 Time Off for Adult Literacy Programs	24
7.8 Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers	24
7.9 Bereavement Time Off	24
7.10 Jury Duty / Court Appearances	24
7.11 Time Off for Victims of Crimes, Domestic Violence or Sexual Assault	25
7.12 Time Off for Alcohol & Drug Rehabilitation	25
8.0 Leaves of Absence	26
8.1 Family & Medical Care Leave	26
8.2 Pregnancy Disability Leave	29

8.3	Personal Leave.....	30
8.4	Workers' Compensation Disability Leave.....	30
8.5	Military Leave.....	31
8.6	California Military Spouse Leave.....	31
8.7	Paid Family Leave	32
8.8	Lactation Accommodation.....	32
9.0	Benefit Plans.....	33
9.1	Health Insurance Benefits.....	33
9.2	Health Care and/or Dependent Care Flexible Spending Accounts	33
9.3	401(k).....	33
9.4	Company Equity.....	33
9.5	Employee Assistance Program.....	33
9.6	Life Insurance	34
9.7	Short Term Disability.....	34
9.8	Long Term Disability	34
9.9	Worker's Compensation.....	34
9.10	COBRA	34
9.11	Benefits Disclaimer	34
10.0	Conduct & Ethics	35
10.1	Standards of Conduct	35
10.2	Code of Conduct & Ethics.....	35
10.3	Prohibition Against & Duty to Disclose Romantic Relationships	37
11.0	Company Property & Technology	38
11.1	Use & Searches of Company Property & Electronic Communications.....	38
11.2	E-Mail.....	39
11.3	Internet.....	40
11.4	Social Media	41
12.0	Facilities.....	43
12.1	Off Duty Use of Company Facilities	43
12.2	Other Facilities Rules & Regulations.....	43
12.3	Security.....	43
13.0	Health & Safety.....	44
14.0	Zero Tolerance Policy for Workplace Violence	45
15.0	Drug Free Workplace.....	47
16.0	Release of Personal Information.....	48
17.0	Media Relations Policy.....	49
18.0	Solicitation Policy.....	50
19.0	Driving for Company Business.....	51
20.0	Business Casual Dress Policy	52
21.0	Where to Go For Help.....	53

Acknowledgement & Agreement

This is to acknowledge that I have received a copy of the Internet Brands, Inc., and its wholly owned affiliate, MH Sub I, LLC (collectively known as the "Company") Employee Policy Manual and understand it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with the Company. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Policy Manual and to abide by the policies in it. If I do not understand any Company policy or procedure, I understand that I should address any questions to the Vice President of Human Resources of the Company.

I understand and agree that the Employee Policy Manual, in whole or in part, is not a contract of employment for a specific period of time or for continued employment, nor is it evidence of such a contract between the Company and me.

I also acknowledge and agree that my employment with the Company may be terminated or modified at will at any time for any reason, with or without cause or notice, by the Company or me. No one in the Company has made any statements to the contrary to me and I acknowledge that no oral statements or representations regarding my employment by anyone in the Company can alter the foregoing. My at-will-employment status can be changed only by a written agreement signed by me and the Chief Executive Officer or Vice President of Human Resources of the Company. No other communications to me, whether oral or in writing, can constitute nor be evidence of any contract of employment for any specified period of time.

I also acknowledge that, except for the policy of at-will employment summarized above, the Company reserves the right to modify, change or delete at any time the policies and benefits summarized in this Employee Policy Manual.

Employee Signature_____

Date_____

Print Employee Name_____

Witness Signature_____

Date_____

TO BE SIGNED AND PLACED IN EMPLOYEE PERSONNEL FILE

Welcome!

We are glad to have you as a member of the team.

This Employee Policy Manual ("Manual") contains the employment policies and practices of the Company in effect at the time of publication. All previously-issued manuals and any inconsistent policy statements or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Manual or in any other document, except for the policy of at-will employment in the Manual (which can only be changed by a written agreement signed by the Chief Executive Officer or Vice President of Human Resources of the Company). This Manual is not intended to create a contract of any kind for a specific period of time or for continued employment). Nothing in this Manual or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Any written changes to this Manual will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Manual.

Benefit plans, if offered to you by the Company, and available if premiums and contributions are paid and if participation and other requirements are met, are defined in plan documents, insurance contracts and summary plan descriptions. If you are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal and specific language of the plan documents govern, not the informal wording of this Manual. Plan documents, if applicable, are available for your inspection.

Not all of our policies and procedures are set forth in this Manual. We have summarized only some of the more important ones. If you have any questions or concerns about this Manual or any other policy or procedure, please ask your supervisor or a Human Resources representative.

Nothing in this Manual or in any other document or policy is intended to violate any local, state or federal law, including but not limited to the National Labor Relations Act.

This Manual applies to employees in multiple states. If you work in a state that provides you with greater or different rights than those referenced in this Manual, the Company intends to comply with all such requirements of applicable state law. Please contact the Human Resources Department for more information or if you have any questions about the application of Company policies in your state.

1 Employment

1.1 *Equal Employment Opportunity*

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. Company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, civil union or registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, veteran status or any other category or status made unlawful by federal, state, or local laws. The Company also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

In accordance with applicable law, the Company will extend all legal rights and responsibilities to same sex spouses on the same basis as it extends those rights and responsibilities to opposite sex spouses.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

If you believe you have been subjected to any form of unlawful discrimination, submit an oral or written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact your supervisor, or the Vice President of Human Resources. The Company will promptly undertake an effective, thorough, and objective investigation and attempt to resolve the situation. The Company will endeavor to protect the privacy and confidentiality of all parties involved to the extent it can, consistent with conducting a thorough investigation.

If the Company determines that a violation of this equal employment opportunity policy has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your coworkers.

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 or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant or employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the Human Resources Department and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

1.2 *Policy Against Harassment*

The Company is committed to providing a work environment free of harassment or other unprofessional conduct. Company policy prohibits harassment or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions as well as sexual harassment), race, religion (including religious dress and grooming practices), color, creed, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, civil union or registered domestic partner status, age, veteran status, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. **All such conduct violates Company policy.** The Company's anti-harassment policy applies to all persons involved in Company operations and prohibits harassment or other unprofessional conduct by any employee of the Company, including supervisors and managers, as well as vendors, customers, independent contractors and any

other persons. It also prohibits harassment or other unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment or other unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by Company policy.

If you believe that you have been the subject of harassment or other prohibited conduct, bring your complaint to your own or any other Company supervisor, or the Vice President of Human Resources as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving harassment or other prohibited conduct to the Vice President of Human Resources or Chief Executive Officer of the Company. The Company will promptly undertake an effective, thorough and objective investigation of the allegations. The Company will endeavor to protect the privacy and confidentiality of all parties involved to the extent it can, consistent with conducting a thorough investigation.

If the Company determines that harassment or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including termination. The Vice President of Human Resources will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint of discrimination or harassment and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment or other prohibited conduct forbidden by this policy against harassment **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission, and state or local agencies in states where Company employees work, investigate and prosecute complaints of unlawful harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may, in addition to filing a complaint with the Vice President of Human Resources (which will be promptly and thoroughly investigated), file a complaint with the appropriate governmental agency.

For more information, contact the Vice President of Human Resources.

1.3 Nature of Employment: At-Will

Personnel of the Company are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time, by the employee or the Company. Nothing in this Manual shall limit the right to terminate employment at-will. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms, except for the Chief Executive Officer of the Company or Vice President of Human Resources, who may do so only in a written agreement signed by one of these two individuals.

Moreover, no implied contract concerning any employment-related decision or term or condition of employment can be established by any statement, conduct, policy, or practice, or by this Manual. With the exception of at-will employment, terms and conditions of employment with the Company may be modified at the sole discretion of the Company.

Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient, and economic operation of its business.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

1.4 *Non-Disclosure*

Information about the Company, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging it and discuss the situation with your supervisor.

Each employee is responsible for safeguarding internal information. For example, sensitive information should not be left lying on desks and visitors should not be left unattended in offices containing internal Company documents.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party by any means including, but not limited to, transmittal via e-mail or posting on Internet sites without the prior express permission from management. Confidential information includes, but is in no way limited to, financial records, personnel and payroll records (regarding current or past employees), information regarding customer transactions, information regarding customers, vendors, or suppliers, or any documents or information regarding the Company's operations, procedures, or practices. Confidential information may not be removed from Company premises without prior express written authorization by management.

No employee may use confidential information obtained during or through employment for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into a written "Confidential Information and Inventions Agreement" confirming, among other things, their understanding of the Company's confidentiality policies.

Only specifically designated representatives of the Company may communicate on behalf of the Company with third parties, including the media, securities analysts, or other investors. Unless an employee has been expressly authorized to make such communications, advanced authorization must be obtained from the Chief Executive Officer of the Company.

1.5 *Conflict of Interest*

It is the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. It is every employee's responsibility to protect the Company's interests and to avoid situations that might actually or potentially interfere with their employment at the Company.

In general, the Company does not seek to interfere with employees' off-duty activities. However, the Company cannot tolerate illegal or unethical off-duty conduct that negatively impacts the Company, either in terms of an employee's individual work performance or the business interests of the Company, including its reputation. For example, the Company prohibits any illegal or unethical conduct by an off-duty employee that affects or has the potential to affect the Company. Also, the Company prohibits outside employment (including self-employment) that conflicts with employment at the Company, impacts the employee's work performance or schedule, and/or affects the business interests of the Company.

Moreover, employees must not engage in any business or financial activity or hold any financial or other interests which conflict with the interests of the Company. No employee and no immediate member of the employee's family should, without proper written consent by the Company, hold any substantial financial interest in any enterprise that has material business dealings with the Company or that engages in any field of activity pursued by the Company. Additionally, in the event an employee learns that a member of his/her immediate family, or immediate household: (a) has accepted a position of employment with a direct competitor of the Company; or (b) has entered, or proposes to enter, into a transaction in violation of this policy, it is the duty of such employee to notify a supervisor or the Vice President of Human Resources immediately. No employee should act as an officer, employee, consultant or otherwise for any business or institution with which the Company has a competitive business relationship.

Not all prohibited conduct can be listed. The following are examples of conduct prohibited under the Company's conflict of interest policy:

- Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.
- Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

- Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or there appears to be favoritism based on personal or social involvement.
- Initiating or approving any form of prohibited harassment of employees.
- Investing or holding outside directorships in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
- Borrowing money from or lending money to customers or suppliers of the Company.
- Acquiring real estate of known interest to the Company.
- Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- Making any unlawful agreement with distributors of the Company with respect to prices.
- Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
- Engaging in any other legally unprotected conduct that is not in the best interest of the Company.

Each officer and employee must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge.

1.6 Gift Policy

No Company employee may accept a gift or gratuity from any customer, vendor, supplier or other person doing business with the Company, except as specifically stated below. You are required to report any gift or gratuity to your manager in writing immediately upon receipt. In the case of expenses offered to be paid by such persons for business meals or trips, please discuss this with your manager in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service. Any gift accepted that is in any way a form of "payment" for business is a violation of Company policy and can lead to immediate disciplinary action including termination.

The Company has a zero tolerance policy for any employee who accepts any kick back or "under the table" payment in exchange for using, directing or influencing the use of any outside vendors' services in return for such payment. If the Company becomes aware of such a situation, it can lead to immediate termination.

We understand that gifts and/or gratuities may be offered, especially around the holidays, as a thank you for your business relationship throughout the year. Acceptable gifts on those occasions that need not be approved by management are:

- Thank you cards or flowers for a completed deal (\$25 value or less)
- Food items or small gift items such as pens, flashlights, etc. (\$25 value or less)

However, tickets to events such as basketball games, etc., that are given to an employee must be approved in writing by management. These tickets may often be considered acceptable if they are not in exchange for any influence of a business decision, transaction or service.

If you have any question about what is acceptable, be sure to ask Human Resources. This is the best way to ensure that there is no misunderstanding regarding what is acceptable and what is not.

1.7 Employment of Relatives

The Company does not encourage the employment of relatives. Moreover, the Company discourages all employees, both management and non-management, from developing romantic relationships with co-employees due to potential problems of confidentiality, security, supervision, safety, morale and conflicts of interest. For the same reasons, the Company discourages employment of relatives, and will strictly avoid employment of any employee's relative where the individuals would work in a direct managerial relationship with each other. "Relative" is defined broadly and includes children, siblings, parents, spouses, registered domestic partners, significant others, in-laws and step-relations. This policy is intended to be construed in conformity with all applicable legal standards, including laws and regulations addressing employment decisions based on marital status.

With regard to the Company's policy on dating between co-workers or between employees in a reporting relationship, please review Section 10.3 (Prohibition Against & Duty to Disclose Romantic Relationships) of this Manual and consult with the Human Resources Department should you have further questions.

1.8 *Background Checks and Investigations*

The Company recognizes the importance of maintaining a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. For the benefit of all employees and the Company, in furthering these interests and enforcing the Company's policies, the Company may perform, or request that third parties perform, "background checks" or other types of investigations. These background checks and investigations may be performed by the Company, in whole or in part, in the Company's sole discretion, in accordance with applicable state and federal law.

Background checks and investigations performed for the Company may include the use of consumer reporting agencies, which may gather and report information to the Company in the form of consumer or investigative consumer reports. Such reports, if obtained, may contain information concerning your credit standing or worthiness, credit capacity, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. The information contained in these reports may be obtained by a consumer reporting agency from private or public records sources or through personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

Pursuant to this policy, the Company may request consumer reports, including records checks and investigative reports based on interviews, in connection with your application for employment, or at any time during the course of your employment with the Company, for purposes of evaluating your suitability for employment, promotion, reassignment or retention as an employee. The Company may otherwise obtain such reports, both during and after your employment with the Company, for purposes of evaluating, investigating, or enforcing compliance with Company policies or in connection with responding to grievances or complaints, regardless of whether you are an employee of the Company at the time the report is requested.

Employees are expected to cooperate fully with this background checks and investigations policy. Such cooperation includes, among other things, providing truthful and complete information in response to inquiries made by the Company or third party investigators during the course of investigations and providing appropriate written authorizations that may be required by law so that the Company may obtain complete investigation reports. Failure to cooperate in these respects, or any attempt to interfere with the Company's implementation of this policy in accordance with applicable law will result in disciplinary action, up to and including termination from employment.

1.9 *Arbitration*

The Company recognizes that from time to time disputes will occur that cannot be resolved through the Company's problem resolution procedure (also located in this Manual) and that could otherwise be brought in a court of law. It is a condition of employment that all such employment-related disputes be submitted to final and binding arbitration pursuant to the terms of the Company's Mutual Arbitration Agreement. Employees will be required to enter into a separate "Mutual Arbitration Agreement." Subject to certain exclusions, arbitration shall be the exclusive means of resolving claims such as those relating to termination; demotion; failure to promote; violations of federal, state and/or local statutes; claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing; violation of public policy; or any other alleged violation of the employee's statutory, contractual or common law rights. Pursuant to the Company's Mutual Arbitration Agreement, the Company and its employees waive their rights to pursue employment-related claims in any other forum, except those specifically excluded by the Company's Mutual Arbitration Agreement and otherwise provided by law. As explained in detail in the Mutual Arbitration Agreement, the Agreement does not prohibit filing charges with certain government agencies or participating in the proceedings of such agencies.

2 Employment Classifications

2.1 *Exempt & Non-Exempt*

Each employee is designated as either exempt or non-exempt. Exempt employees are not entitled to overtime pay under federal and state wage and hour laws and are required to spend or devote more than fifty percent (50%) of their work time to the performance of exempt work. If you have any questions regarding what constitutes exempt work, you should ask Human Resources. Non-exempt employees will be paid overtime, and will receive meal and rest periods, in the amount and to the extent required by state and federal law.

At the time of employment, the Company will notify each employee whether his or her position is exempt or non-exempt. If you have any questions about your exempt or non-exempt designation, you should contact Human Resources.

2.2 *Full-Time, Part-Time or Temporary*

Regular full-time employees are those who are regularly scheduled to work at least 30 hours per week. Regular full-time employees are eligible for all Company-sponsored benefits.

Regular part-time employees are those who are regularly scheduled to work less than 30 hours per week, although they may, from time to time, work more than 30 hours per week, as needs require. Part-time employees are not eligible for Company-sponsored benefits. Part-time employees are eligible for holiday pay on a pro-rata basis.

Temporary employees are generally hired or placed in temporary status for periods less than 120 days. In some circumstances, a temporary employee may be employed for longer than 120 days. Temporary employees are not eligible for the Company-sponsored benefits except to the extent mandated by state or federal law. No employee can change status from temporary employee to another status unless specifically informed of such change in a writing signed by the Chief Executive Officer or Vice President of Human Resources of the Company.

If you have any questions regarding your status, please contact the Human Resources Department.

2.3 *Personnel Files*

The Company maintains confidential employment records for all regular and temporary employees. These records include application materials; performance records; records of attendance, promotions and disciplinary action; and other information relating to your employment.

To ensure the accuracy of payroll, personnel, emergency or benefit information, you are responsible for reporting the following changes in your personal information to the Company's Human Resources Department:

- Changes in home address, telephone number, name and tax withholding exemption information.
- Information that may have an impact on medical coverage for your spouse or dependents:
 - Divorce or legal separation of a covered employee from the employee's spouse
 - Facts that would affect the coverage of a dependent under the terms of the medical plan, for example, a child reaching the maximum age for coverage or a child over 18 ceasing to be a full-time student.
 - A determination from the Social Security Administration that you or your covered dependent is disabled. The Company must be advised of the disabled status within sixty (60) days from the date of the determination by the Social Security Administration.

Changes should be made in writing (e-mail will suffice) and submitted to the Human Resources Department as soon as the change becomes effective.

The Company protects the confidentiality of these records by storing them in a safe and secure location. Only authorized employees are permitted to view confidential records; however, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

Health/medical records are not included in your personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; and (3) as required for workers' compensation cases.

If you would like to review the contents of your personnel file, please contact Human Resources to arrange a convenient time to do so. You may review your personnel file in the presence of a duly authorized Company representative. You may add your comments to any disputed item in the file.

3 Employee Development & Job Opportunities

To the extent it can, the Company will endeavor to promote from within to fill open positions. Generally, you may be considered for a transfer or promotion only when you have completed 180 days of continuous employment in your current position and are in good standing with the Company. However, The Company is committed to filling vacant positions with the most qualified individuals, whether they are current employees or outside applicants and final decisions are within the Company's sole discretion.

3.1 Performance & Merit Reviews

Performance evaluations will generally be conducted annually to provide both you and your supervisor the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss methods for improving your performance. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined at the sole discretion of the Company. For any job description in any job classification, the following will universally be considered essential functions of the job (in addition to any others deemed essential by the Company) and will always be considered major factors in any performance evaluation: regular and reliable attendance; the ability to respond positively to direction and criticism of performance; the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor.

In addition to formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. You are encouraged to talk with your supervisor about your future goals and progress. Your supervisor will help determine your present qualifications and what you will need in the area of skills or experience to obtain your goals.

4 Problem Resolution

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response from the Company's supervisors and management. If employees disagree with established rules of conduct, policies or practices, they can express their concern through the Problem Resolution Procedure outlined below. We encourage individuals to discuss problems with their supervisor before they become serious. This policy does not imply the existence of any progressive discipline system, or suggest that any particular steps need be followed prior to discipline or termination of any employment relationship. The existence or use of this policy does not limit the Company's right to discipline employees, nor does it change the at-will nature of employment.

4.1 Problem Resolution Procedure

Step 1: Individuals should first discuss the issue on an informal basis directly with their supervisor. Most issues brought to the supervisor's attention in the early stages can be resolved satisfactorily.

Step 2: If the issue is not resolved after speaking to a direct supervisor, the individual may seek assistance from a higher-ranking manager in the department and/or the appropriate Vice President or equivalent.

Step 3: If no solution is reached, the employee may request a meeting with the supervisor, the Director of Human Resources, and the appropriate Vice President or equivalent, who will attempt to reach a resolution within a reasonable period of time. This decision is final.

The Company also encourages the discussion of any personal concerns that may affect your ability to be productive.

Retaliation by any employee or any member of Company management as a result of any employee's good faith use of the Problem Resolution Procedure is prohibited and will not be tolerated. Any action determined by the Company to be retaliatory will be dealt with accordingly.

5 Attendance & Punctuality

You are expected to keep regular attendance, be on time and work as scheduled. If you are unable to work or know you will be late, please notify your immediate supervisor (or if not available, a member of the Human Resources Department) within one hour of the beginning of the shift, or as far in advance as possible. This should include a reason for the absence and the expected time or date of return. If a return time is not known, a call will be required each day.

If you know of a required absence from work in advance, you should inform your supervisor as far in advance as possible. If you must leave work early because of illness or other unavoidable reasons, you must personally notify your supervisor and obtain approval before departure. If your supervisor is not at work that day, you must personally notify your supervisor's superior or the Human Resources Department. The Company may require employees to submit a doctor's note to verify claims of illness.

5.1 Absence

An "absence" is any time an employee is scheduled to work and does not report for work. This includes any day not at work during the normal workweek, or on a scheduled overtime day. This does not include approved time off such as vacations, approved legitimate sick time, holidays, leave of absence or jury duty.

5.2 Tardiness & Excessive Absences

Tardiness is when an employee fails to work the complete, regularly scheduled workday, unless otherwise directed by the supervisor. This includes arriving at the work area after starting time, returning late from meal or rest periods, or leaving work before the scheduled end of the workday.

Short-term and frequent absences, including tardiness, constitute an unsatisfactory attendance record. The same is true of recurring absences or of absences that consistently fall on Friday or Monday. Those who are chronically absent or late do not fulfill their responsibilities to the Company or to their co-workers. Absenteeism or tardiness that is considered excessive may subject an employee to disciplinary actions, up to and including termination, consistent with applicable state and federal law. Employees who are absent from work for two (2) consecutive days without notification to their supervisor will be considered to have abandoned their jobs and to have voluntarily terminated their employment.

6 Compensation, Hours & Expenses

6.1 *Standard Work Schedules*

The Company's standard work week begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday. The standard workday begins at 12:01 a.m. and ends at midnight. Normal working hours are from 9:00 a.m. to 6:00 p.m., Monday through Friday, or as designated by an employee's supervisor. However, depending upon business needs and supervisory approval, these hours may change. Exempt employees are expected to work as required to fulfill their assignments and job responsibilities. Time zones will vary depending on your work location.

6.2 *Paydays & Paychecks*

Our standard pay period is biweekly, every other Friday. Newly hired employees will receive their paychecks on the pay date following the end of the first full week or partial pay period that they are employed. The biweekly check is for work performed during the two weeks prior to the week in which the payday occurs. All required state and federal taxes will be withheld from your paychecks.

The Company offers employees the option to have their paychecks automatically deposited into their designated bank account. If you wish to utilize this benefit, you may obtain a form from our Human Resources Department and, once submitted, it will usually take one to two pay periods to activate.

6.3 *Meal & Rest Periods*

All non-exempt employees are given the opportunity to take meal and rest periods. We will make these meal and rest periods available to all non-exempt employees in accordance with applicable state law, and you will be expected to take them. However, if you are ever required to work through a meal or rest period, please notify the Human Resources Department right away. If you do not take your meal period or rest break and did not report to Human Resources that you were asked to work through your meal period or rest break, the Company will assume that you voluntarily chose not to take a meal period or rest break that was provided to you.

Rest Breaks

All nonexempt employees are entitled to rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out. You are required to remain on the work premises during your rest break(s). You are expected to return to work promptly at the end of any rest break.

Number of Rest Breaks

You will be authorized and permitted one (1) ten-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to ten (10) hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than ten (10) hours and up to fourteen (14) hours, you will be entitled to three (3) ten-minute rest breaks. For shifts in excess of fourteen (14) hours, you will continue to be entitled to additional paid ten-minute rest breaks for every four (4) hours you work, or major fraction thereof.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four hour work period. There may be practical considerations that make this general timing infeasible and that require the Company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible. Your rest break will be scheduled by your supervisor.

Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period. If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance. The waiver must be in writing.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work). Your meal period will be scheduled by your supervisor.

Second Meal Period

If you work more than ten (10) hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period. Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve (12) hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

Timing of Second Meal Period

This second meal period will be provided no later than the end of your tenth (10th) hour of work. For example, if you begin work at 8:00 a.m., you must start your second meal period by 5:59 p.m. (which is before the end of your tenth hour of work). Your second meal period will be scheduled by your supervisor.

Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the Human Resources Department.

6.4 Timekeeping

Non-exempt employees must record their actual time worked for payroll and benefit purposes using the timekeeping system. Non-exempt employees must log into the timekeeping system at their workstation when their workday begins and ends, as well as at the beginning and ending time of each meal and rest period. Non-exempt employees must also record any departure from work for any non-work related reason. All records will be electronically submitted biweekly to your immediate supervisor for verification, and then to payroll for processing.

It is important for your time records to be accurate and complete, as it is the basis for the preparation of your paycheck. Altering, falsifying, and tampering with time records, or recording time for another employee is prohibited and will subject employees to disciplinary action, up to and including termination of employment.

Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as voluntary absences.

Any errors in your time records should be reported immediately to your supervisor and the Payroll or Human Resources Department, who will attempt to correct legitimate errors.

6.5 Overtime Policy

All overtime must be authorized by the appropriate manager prior to actually working overtime. All hours worked in excess of forty (40)* per week are compensated at one and one half (1 ½) times the hourly rate.

Employees must actually work forty (40)* hours in a one-week period to be eligible for overtime compensation. Paid time off of work such as Paid Time Off (PTO), jury duty, and during certain leaves of absence including bereavement leave are not included for purposes of calculating hours worked per week. Time off without pay is also NOT included for the purposes of calculating hours worked per week. All hours spent attending work-related lectures, meetings and training programs during normal working hours are eligible for inclusion when calculating overtime compensation.

Attendance for social and/or dinner activities beyond regularly-scheduled work hours is not compensable unless attendance is mandatory or the employee is performing productive work.

Non-exempt employees required to work on a designated holiday will be compensated for hours worked at time and one half. In addition, the employee may choose one of the following:

- (a) Receive straight pay for the holiday; or
- (b) Receive another day off at a later date in lieu of the holiday

In the case of celebrated holidays, non-exempt employees will receive time and one half for work on either the actual or celebrated holiday; however, employees who work both days will receive time and a half for hours worked on the celebrated holiday only and straight time pay for all hours worked on the actual holiday.

Compensatory time off in lieu of overtime pay for non-exempt employees is not permitted. However, a manager has the discretion to award time off during the same week in which the overtime occurs, as long as the employee does not exceed forty (40) hours in a workweek, except where prohibited by applicable state law (such as in California). Managers do not have the discretion to award time off under any other circumstances.

*Certain states, such as California, require overtime to be paid on a basis other than hours worked in excess of forty (40) hours per week (i.e., over eight [8] hours per day). In such cases this policy will be administered in accordance with applicable state laws.

6.6 Bonuses

Some employees may be eligible for discretionary Company bonuses. To qualify for payment of a discretionary Company bonus, you must be employed through the date on which bonuses are paid. For example, to qualify for payment of a Q1 (January 1 through March 31) quarterly bonus, you must be employed through the date on which bonuses are paid for that period. Discretionary Company bonus payment amounts may be based on such criteria as company performance, manager input, peer feedback, progress against goals, and/or other factors. Payment of a discretionary Company bonus will be made after the close of the bonus period, and for most quarterly bonuses, payment will be made after the Company Board meeting that follows the applicable quarter.

Sales employees may be eligible for sales bonuses or commissions. Each sales department has a specific plan which governs bonus or commission eligibility and payment.

6.7 Expenses

Employees of the Company are eligible to be reimbursed for all ***reasonable and necessary*** expenses incurred for authorized Company business. Reasonable and necessary expenses may include:

- Travel
- Personal vehicle usage (mileage)
- Telephone expenses (cellular or other)
- Business meals
- Materials and supplies
- Entertainment (see Section 6.8 – Travel Policy)

Each Company employee is responsible for submitting his or her own report indicating any approved expenses incurred in the course of business activities and providing any required supporting documentation.

The employee's Director or Vice President is responsible for approving a submitted expense report. Signing authority has been delegated by the Chief Executive Officer to various individuals in the organization. If an employee's Director or Vice President is unavailable to approve an expense report, only a designated alternate can approve the expense report. If the designated alternate has not been delegated expense report signing authority, the expense report can only be approved by the Director or Vice President. The Chief Financial Officer will be responsible for approving expense reports submitted by the Chief Executive Officer.

All reimbursed expenses require an original receipt (no copies). If an original receipt is not available, the employee is required to include a signed note stating the expense amount, date and description of purchase. Employees expensing home/cell telephone expenses must provide the Company with the complete billing statement with all business related calls identified.

The Company will reimburse only reasonable and justified entertainment expenses. Details of any entertainment expense must be included on the expense report form. Expense reports must be filed in a timely manner not to exceed thirty (30) days from the end of the month during which the expense was incurred.

6.8 Travel Policy

It is Company policy to reimburse employees for ordinary, necessary and reasonable travel expenses pertaining to Company business. Every employee of the Company is expected to exercise prudent business judgment regarding expenses in order for the Company to meet our financial goals.

Compensable travel time includes any time the employee is required or authorized to travel related to the performance of the employee's job duties, including: time spent traveling to an alternate worksite that exceeds by more than 20 miles the distance the employee normally travels to and from work, whether travel is accomplished by driving or on any other mode of transport, or waiting to board a mode of transport, including time spent traveling between an airport or similar transport facility and a hotel.

All employees will be reimbursed for reasonable travel expenses, subject to the Company's expense reimbursement policy.

Exempt Employees

Time spent by exempt employees on traveling related to the performance of their job duties is included in the employee's salary, and no additional compensation will be paid for travel time.

Non-Exempt Employees

Non-exempt employees who travel related to the performance of their job duties will be paid for all travel time, as described below:

- Travel pay rate: Non-exempt employees will be paid a travel pay rate equal to the state minimum wage requirements for time spent traveling; time spent performing work will be compensated at the employee's regular rate of pay.
- Overtime and double-time: Non-exempt employees who travel will be paid overtime and double-time for all daily and weekly overtime hours worked, in accordance with applicable state laws. Where overtime or double-time hours are worked while traveling, the overtime rate of pay will be one and one half (1.5) times the weighted average of the employee's regular rate and travel pay rate for those hours. Double-time will be paid as two (2.0) times the weighted average of the combined pay rates.
- Exceptions: Employees will not be paid for: time spent at a hotel sleeping or time spent after work duties are completed for the workday; time spent during meal breaks; or time spent on purely personal pursuits such as shopping, sightseeing, and visiting family or friends.

Non-exempt employees are directed to take all meal and rest periods, in accordance with applicable state laws. Employees must record all meal periods taken, and note the reason that any meal period was not taken. Repeated failure to take or record taking meal periods may result in discipline, up to and including termination.

Air Travel

All air reservations should be coordinated by the traveling employee via an Executive Assistant. If an Executive Assistant is not available for coordination, the traveling employee should coordinate using the Internet. Any fares, if not coordinated by the Executive Assistant must be approved by our Chief Executive Officer in advance of the trip. The Company will reimburse only for coach class except on an emergency basis. Whenever possible, airline reservations should be booked as far in advance as possible to take advantage of available discount fares. All airline tickets must be booked and expensed at the lowest available airfare. Personal preference may be given as to airline, so long as there is no difference in cost. The following criteria will be utilized to determine lowest available airfare:

- (a) Savings achieved by utilizing connecting vs. non-stop flights, so long as the layover time is less than two hours;
- (b) Savings achieved by adjusting the departure or arrival time by no more than two hours;
- (c) Savings utilized by lowest fare vs. preferred carriers (Employees may use a preferred carrier as long as the preferred airline offers the lowest cost airfare);
- (d) If a Saturday night stay provides a lower cost airfare, the Company will pay for the cost of an additional hotel night and meals provided the Company realizes a net savings (Employees are encouraged, but not required, to stay over Saturday nights if the result is an appreciable savings to the Company Saturday overnight stays are voluntary and are not considered work time.); and
- (e) If a flight out of another local airport results in a 30% savings on the ticket price and a total savings of at least \$300 and is within a two-hour window of the desired departure or arrival time, employees must fly out of that alternate airport.

In situations where five (5) or more employees are traveling to the same destination for a meeting, conference etc., arrangements for air, hotel and ground transportation **must be** coordinated through an Executive Assistant. This will enable the Company to negotiate volume discounts with these vendors. Company employees traveling in a group should keep in mind the number of personnel traveling on the same aircraft. The recommendation is that no more than two officers or three members of the same department should fly on the same plane.

Ground Transportation

Whenever practical, the airport or hotel shuttle service is the preferred method of ground transportation. Taxis, private limousines and car rentals should be used only when they represent a more reasonable alternative. All rentals should be for compact cars. When three (3) or more persons are sharing a rented vehicle, the traveler may upgrade to the next size vehicle. Employees traveling by personal automobile on

a business trip are reimbursed by the Company at an authorized rate per mile (You can verify updated mileage reimbursement amounts with the Accounting Department.). Employees are also reimbursed for tolls, parking etc. Mileage incurred in the course of the employee's normal commute is not reimbursable.

Lodging

Standard rooms at reasonably priced hotels are reimbursable under the Company's policy. Below are not-to-exceed per night hotel rates (excluding taxes) in our major destinations:

In general, employees should always use the least costly lodging alternative. Employees must obtain prior approval from the Chief Executive Officer to exceed the not-to-exceed rates as indicated above. The Company will not reimburse for movie charges or mini-bar charges.

Phone Expenses

Employees should always use the most cost effective method of telephone communication while traveling on business. Typically the best alternative is to use a cell phone or charge your calls to a major credit card. Employees should try to avoid placing long distance calls through the hotel switchboard. Occasional calls home while traveling are appropriate.

Meals

Employees traveling out-of-town on Company business are reimbursed for meal expenses. Receipts are required for all expenses. If a receipt is lost, the employee should provide a written explanation with his or her expense report. When two (2) or more employees dine together while traveling, the senior employee is responsible for expensing the meal. When employees are not traveling, the Company will not reimburse for meals or drinks attended only by Company employees. Some latitude is granted for introductory or celebratory lunches with department head pre-approval.

Receipts are required for all miscellaneous reimbursable expenses over \$20.00. Corporate charge card receipts are acceptable documentation.

The following incidental expenses, when directly related to business travel, are reimbursable:

- Tips: 15% at restaurants; \$1.00 per bag portage
- Laundry/Valet with manager's prior approval
- Parking
- Currency conversion
- Travelers check fees
- Internet access at hotels for business use

The following expenses are not reimbursable:

- Baby-sitter costs
- Pet-sitting costs
- Airline club dues
- Barber/hairstylist
- Traffic fines (may be reimbursable depending on circumstances)
- In-flight movies/refreshment
- Hotel room movies
- Luggage, briefcases

Entertainment (Travel & Non-Travel)

The Company will reimburse only reasonable and justified entertainment expenses. Details of any entertainment expense must be included on the expense report and must include the names of the participants and the business reason for the expense. A department head must verbally approve all entertainment events prior to their occurrence. Good business judgment should be used when determining the parties necessary to attend an entertainment function. Entertainment expenses should never exceed \$50 per person, per day, unless you have prior approval. Entertainment expenses do not include such items as movies, personal bar bills, sightseeing expenses, health club visits, etc. Gifts to employees (Administrative Professional's Day, birthdays, etc.) are a matter of personal choice and as such will not be reimbursed. Gifts to vendors are prohibited.

7 Time Off

7.1 Paid Time Off

The Company provides paid time off (PTO) to eligible employees for rest, relaxation, illness or other uses. All regular full-time employees are entitled to accrue PTO after completion of ninety (90) days of employment and continuing thereafter unless broken by an absence without pay or an unpaid leave of absence. Employees do not accrue PTO during their first ninety (90) days of employment, and no credit or PTO will be given later for that period of time. Regular part-time employees and temporary employees are not eligible for PTO.

Regular full-time employees are eligible to accrue PTO at the rate of one hundred twenty (120) hours per year except for the first year of employment during which employees accrue ninety (90) hours per year. PTO does not accrue during unpaid leaves of absence or during periods that an employee's employment is inactive or unpaid for any reason.

The maximum benefit an employee may have at any time is one hundred twenty (120) hours (fifteen [15] days) of accrued PTO. Once this cap is reached, no further PTO will accrue until some PTO is used. An employee may not receive pay instead of PTO except when the employee leaves the Company. There will be no retroactive grant of PTO compensation for the period of time the accrued PTO compensation was at the cap, nor for an employee's first ninety (90) days of employment.

PTO can be taken whenever work schedules permit. PTO can be used at the employee's leisure, for taking days off for illness, vacation, personal days, bereavement or the like. A thirty (30) day advance notice, where possible, is required before an employee takes more than two (2) consecutive PTO days. The scheduling of PTO is based on the Company's operational needs and the reasons and requests for PTO and leave of absence of other employees. Except for PTO days taken due to illness or emergency, all PTO must be approved, in writing, in advance by your supervisor.

Employees are encouraged to take their PTO in full-day increments; however, smaller time increments may be taken as follows:

- Non-exempt (overtime eligible) employees may take PTO in 1 – 2 hour increments
- Exempt employees may take PTO in not less than full-day increments

If an employee has any accrued PTO, it must be applied toward time off (except during instances of an approved leave of absence – see Section 8.0). However, under certain circumstances, an employee may opt to make up the work hours if eligible (see Section 7.2 below for rules regarding make-up time).

PTO and Leaves of Absence

Short Term Disability (STD)

Full-time benefit eligible employees who are sick for an extended period of time (more than five [5] business days) need to apply for Short Term Disability (STD) through the Company's STD Administrator. The STD Administrator will make the final determination of whether an employee is eligible for and subsequently approved for STD. If the employee's absence from work is subsequently approved under the Short-Term Disability (STD) programs, the first five (5) business days (known as the elimination period) will be deducted from the employee's annual PTO accrual.

Family & Medical Leave

If an employee's absence from work is protected by the Family and Medical Leave Act (FMLA), or protected by applicable state family/medical leave laws, the employee will be required to use all of the employee's PTO entitlement, except for five (5) days, before taking any unpaid family/medical leave. If desired, employees can choose to use their entire annual entitlement of PTO days before taking unpaid FMLA leave.

Leave of Absence

Employees on a leave of absence will not accrue PTO during their leave.

Required Use of PTO before Unpaid Leave

You are required to take accrued and unused Paid Time Off (PTO) before taking unpaid leave or having unpaid absences. Family and Medical Leave (under both state and federal law) is included in this requirement, unless the absence is pregnancy-related.

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for seven (7) calendar days. If you have accrued PTO, PTO will be used for the first seven (7) days before SDI payments begin.

SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused PTO.

If you are absent for a reason that qualifies you for Paid Family Leave (PFL) payments from a state where they are available, you are required to first use any accrued and unused PTO, up to a maximum of two (2) weeks in a twelve (12) month period. PFL benefits do not replace all of your usual wages. Your PFL benefits will be supplemented with any accrued and unused PTO.

Rehired Employees

Employees who are rehired will have their service time adjusted for PTO purposes to exclude any time the employee was not employed so long as the employee's time away from the Company is less than the total years of prior service.

Acquired Employees

Employees who join the Company through an acquisition generally will have their years of service with the acquired company included with the years of service with the Company for PTO purposes.

Payment of Unused PTO at Separation

Employees who leave the Company, either voluntarily or involuntarily will be paid for any accrued but unused PTO no later than the date required by the law of the state in which the employee works for final paychecks. Payment of accrued PTO will be based on the employee's base salary at the time of separation and is exclusive of variable compensation such as sales commission or annual bonus payment.

PTO Carryover

PTO may be carried over from one calendar year to the next except where state or local laws require otherwise up to the maximum PTO benefit of 120 hours.

7.2 Make-Up Time (Applicable Only to Employees in California)

The Company allows the use of make-up time when non-exempt employees need time off to tend to personal obligations. Make-up time worked will not be paid at an overtime rate.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Make-up time requests must be submitted in writing to your supervisor, with your signature, on the form provided by the Company. Requests will be considered for approval based on the legitimate business needs of the Company at the time the request is submitted.

A separate written request is required for each occasion that you request make-up time.

If you request time off which you will make up later in the week, you must submit your request at least twenty-four (24) hours in advance of the desired time off. If you request to work make-up time first in order to take time off later in the week, you must submit your request at least twenty-four (24) hours before working the make-up time. Your make-up time request must be approved in writing before you take the requested off or work make-up time, whichever is first.

All make-up time must be worked in the same workweek as the time taken off. The Company's seven (7) day workweek is Sunday through Saturday. Employees may not work more than eleven (11) hours in a day or forty (40) hours in a workweek as a result of making up time would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work make-up time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of make-up time is completely voluntary and subject to the Company's approval in its sole discretion. The Company does not encourage, discourage or solicit the use of make-up time.

7.3 Time Off for Voting

The Company encourages employees to fulfill their civic responsibilities by voting in elections. If you cannot vote in a statewide election before or after working hours, then you will be allowed sufficient time off to go to the polls. The Company will pay you for up to the first

two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Such time off shall be taken at the beginning or end of the regular work shift, whichever allows for more free time. You must give reasonable notice to your supervisor of the need to have time off to vote and must give at least three (3) days' notice when three days' notice is possible. Proof of voting may be required.

7.4 Time Off for Parents' School Activities

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- (a) Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- (b) The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year;
- (c) Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- (d) If both parents are employed by the Company, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- (e) Employees must use their existing PTO in order to receive compensation for this time off;
- (f) Employees who do not have paid time off available will take the time off without pay; and
- (g) Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

7.5 School Leave (Suspension)

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid for non-exempt employees.

7.6 Holiday Policy

Regular full-time employees are paid for the following holidays:

Non-Vehicle Sales

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Vehicle Sales

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee Birthday
- Employee Anniversary Date

Regular part-time employees are eligible for holiday pay on a *pro rata* basis. Please see Human Resources for further details.

For most employees, when a holiday falls on a Saturday, it is usually observed on the prior Friday, but if the holiday falls on a Sunday, it is usually observed the following Monday, at the discretion of the Company. For the needs of the business, employees in the Company's sales and customer service centers may be required by management to work on holidays and days prior to or following the holidays. At the discretion of the Company, some additional compensation may be provided when employees are required to work on what is otherwise a Company-observed holiday.

Holidays that fall during a scheduled PTO day do not count as a PTO day used. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your manager. You are not eligible for holiday pay while on an unpaid leave of absence or if you are on a leave of absence the day immediately preceding or the day immediately following the holiday. If you resign and schedule your last day for the day after a holiday, you will not be eligible for holiday pay.

From time to time, a division of the Company may have a different holiday schedule

7.7 Time Off for Adult Literacy Programs

The Company will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist him or her in enrolling in an adult literacy program, unless undue hardship to the Company would result.

The Company will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The Company will take reasonable steps to safeguard the privacy of any employees who identify themselves as individuals with a literacy problem. Employees who wish to identify themselves as such are encouraged to contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend classes is unpaid. Non-exempt employees may use PTO, if available, to make up for work which is missed to attend literacy classes.

7.8 Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Upon returning to work, employees should provide a copy of the incident report and a certification by the incident commander. Time off for such duty is unpaid, but you may use PTO if available.

7.9 Bereavement Time Off

In the unfortunate event of death in the immediate or extended family member, paid time off for bereavement is provided to eligible Company employees. All full-time, benefit -eligible employees who have completed ninety (90) days of service are eligible. Regular part-time employees are paid for bereavement on a *pro-rata* basis.

Employees may take up to three (3) days with pay for grieving the death of any immediate family member and for making arrangements for or attending the funeral. In cases in which extensive travel is required, extension of this time will be considered. Employees are expected to inform their supervisor on or before the first day of any absences due to bereavement. Bereavement leave is not deducted from accrued PTO.

The "immediate family" is defined as the employee's spouse, registered domestic partner, child, stepchild, child of a registered domestic partner, sibling, stepsibling, parent, stepparent, grandparent, grandchild, mother-in-law, and father-in-law. Regular full-time employees may take one (1) day, with pay, for grieving the death of a member of the employee's extended family.

7.10 Jury Duty / Court Appearances

Employees will be permitted to take time off for any of the following reasons: to serve on a jury; or to appear in court, in compliance with a subpoena or other court order, as a witness in any judicial proceeding. We encourage employees to serve on jury or witness duty when called. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Jury or witness duty is without pay, however, if an employee resides in a state where there is a requirement to pay an employee for jury service, the Company will pay the employee per the minimum state requirement. Employees may choose to use any accrued PTO for work time missed while on jury or witness duty. Verification from the court clerk of having

served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

7.11 Time Off for Victims of Crimes, Domestic Violence or Sexual Assault

The Company will not discriminate against employees who are victims of crime if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The Company will not discriminate against employees if they take time off to attend judicial proceedings related to a violent or serious felony committed against the employee's spouse, child, stepchild, sibling, stepsibling, parent, stepparent, registered domestic partner, or the child of a registered domestic partner.

The Company will not discriminate against employees who are victims of domestic violence, or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, treatment, counseling, or other services. The Company will not discriminate against an employee who is a victim of domestic abuse for taking time off from work to seek medical attention for injuries caused by the domestic abuse, to obtain services from a domestic abuse program, to obtain psychological counseling related to the domestic abuse, or to participate in actions to increase safety from future domestic abuse, including temporary or permanent relocation.

Affected employees must give the Company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Company will take no action against affected employees if, within a reasonable time after the appearance, they provide the Company with documentary evidence that their absence was required for any of the above reasons.

Affected employees may use accrued PTO, if available, for work time missed for these absences. However, if an employee resides in a state where there is a requirement to pay an employee to appear in court, the Company will pay the employee per the minimum state requirement. The Company shall keep confidential all records pertaining to this time off.

Illinois employees may take up to 12 weeks of unpaid leave during any 12-month period if they: (1) are victims of domestic or sexual violence; or (2) has a family or household member who is a victim of domestic or sexual violence, in order to address the domestic or sexual violence by seeking medical attention; obtaining services from a victim services organization; participating in safety planning; or seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member. The employee must provide the Company with at least 48 hours of advance notice unless providing such notice is not possible. The Company may require the employee to provide certification of the purpose of the leave in the form of a letter from a volunteer services organization, police report or court record, or other corroborating evidence. Employees may use accrued PTO, if available, for work time missed.

7.12 Time Off for Alcohol & Drug Rehabilitation

The Company shall provide unpaid time off to reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship of the Company. Nothing in the policy prohibits the Company from refusing to hire or terminating an employee who is unable to perform his/her duties, or cannot perform the duties in a manner which would not endanger the employee's health or safety or the health or safety of others because of the employee's current use of alcohol or drugs.

The Company shall make reasonable efforts to safeguard the privacy of employees exercising their rights under this policy.

Employees may use accrued PTO, if available, for the purposes of this policy.

8 Leaves of Absence

Several types of unpaid leaves of absence are available for eligible employees. Some types of leaves that are available include Family and Medical Leave, Pregnancy Leave, Personal Leave and Military Leave. As indicated in subsections below, for certain types of leaves of absence, employees may be able to maintain benefits as if they were employed on non-leave status. Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of twelve (12) workweeks of family/medical leave in a twelve (12) month period. However, for all types of leaves, benefits will be terminated after seven (7) months of leave, and employees may then be eligible to continue their coverage through COBRA.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the Company. PTO, holiday, and other benefits will not accrue while you are on unpaid leaves of absence.

Not every type of leave of absence or time off required by certain state or local laws is covered in this Manual. Even if not expressly referenced in the Manual, the Company will provide employees with leaves of absence or time off in accordance with applicable state or local laws. Please contact Human Resources if you have any questions in this regard.

8.1 *Family & Medical Leave*

The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "Family/Medical Leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact the Human Resources Department as soon as you become aware of the need for a Family/Medical Leave. Employees are expected to provide prompt notice to the Human Resources Department of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless you and the Company have agreed, in writing, otherwise.

Employee Eligibility under the Family and Medical Leave Act (FMLA)

To be eligible for FMLA Leave benefits, you must: (a) have worked for the Company for a total of at least twelve (12) months; (b) have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months as of the start of the leave; and (c) work at a location where at least fifty (50) employees are employed by the Company within seventy-five (75) miles, as of the date the leave is requested.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- (a) the birth, adoption, or foster care of an employee's child within twelve (12) months following birth or placement of the child ("Bonding Leave");
- (b) for incapacity due to pregnancy, prenatal medical care or child birth;
- (c) to care for an immediate family member (spouse, child, or parent with a serious health condition);
- (d) to care for the employee's registered domestic partner;
- (e) an employee's inability to work because of a serious health condition;
- (f) a "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave"); or
- (g) to care for a spouse, child, parent or next of kin (as defined under the FMLA)—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Caregiver Leave").

Length of Leave Covered by FMLA

The maximum amount of FMLA Leave will be twelve (12) workweeks in any twelve (12) month period when the leave is taken for: (a) Bonding Leave; (b) Family Care Leave; (c) Serious Health Condition Leave; or (d) Military Emergency Leave. However, if both spouses

(or registered domestic partners) work for the Company and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of twelve (12) workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A twelve (12) month period begins on the date of your first use of FMLA Leave. Successive twelve (12) month periods commence on the date of your first use of such leave after the preceding twelve (12) month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve (12) month period. A "single twelve (12) month period" begins on the date of your first use of such leave and ends twelve (12) months after that date.

EXAMPLE: You take sixteen (16) workweeks off to care for a spouse, child, parent or next of kin under the Military Caregiver Leave provision of this policy. Later, in that same twelve (12) month period, you wish to take time off from work to bond with a newly adopted child. Because the law allows up to twenty-six (26) workweeks off in a twelve (12) month period for Military Caregiver Leave or a combination of Military Caregiver Leave and other types of FMLA Leave, you will be allowed to take up to ten (10) workweeks off to bond with the new child in that same twelve (12) month period so long as you otherwise qualify for FMLA Leave.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of twenty-six (26) workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

Notice and Certification

Bonding, Family Care, and Serious Health Condition Leave Requirements

Employees may be required to provide: (i) thirty (30) day advance notice when the need for the leave is foreseeable; (ii) advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable; (iii) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (these forms are available from Human Resources); (iv) periodic recertification; and (v) periodic reports during the leave.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

Military Emergency Leave

Employees seeking to use Military Emergency Leave must provide the Company with as much notice of the need for leave as is reasonable and practicable under the circumstances. In addition, the employee must provide the Company with a copy of the covered military member's active duty orders when the employee requests leave.

Employees may also be required to provide: (i) a description, signed by the employee, describing facts supporting the leave request and attaching any available documentation to show the need for the time away from work; (ii) the approximate date the qualifying exigency commenced or will commence; (iii) the beginning and ending dates for the absence, if the leave request is for a single period of time; (iv) an estimate of the frequency and duration of the qualifying exigency, if the leave request is on an intermittent or reduced schedule basis; and (v) contact information for the third party or entity and a brief description of the purpose of the meeting, if the exigency involves a meeting with a third party or entity.

Absent unusual circumstances, certification of the need for leave must be provided to the Company within fifteen (15) calendar days of the Company's request for certification.

Military Caregiver Leave

Employees may be required to provide: (i) thirty (30) day advance notice when the need for the leave is foreseeable; (ii) advance notice within one (1) or two (2) business days after learning of the need for leave when the leave is not foreseeable; (iii) a completed Certification of Health-Care Provider form from the service member's authorized health care provider within fifteen (15) calendar days (these forms are available from the Human Resources Department) or an invitational travel order or authorization; (iv) confirmation of the family relationship with the service member; and (v) periodic reports during the leave.

Absent unusual circumstances, certification of the need for leave must be provided to the Company within fifteen (15) calendar days of the Company's request for certification.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through state-sponsored or Company-sponsored wage-supplement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued PTO, to the extent permitted by law and Company policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-supplement benefits, the Company may require you to use accrued PTO to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a twelve (12) workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) workweeks.

Beyond twelve (12) workweeks, or beyond twenty-six (26) workweeks in the case of employees taking Military Caregiver Leave, and up to seven (7) months, you will be responsible for payment in full of your group health insurance coverage. Your share of insurance premiums will be due on the first of each month and may be paid by check. During your leave, if you fail to pay the Company for health insurance premiums within one (1) month from the due date, your active benefit status will be terminated, and you may be eligible for continued coverage in conjunction with COBRA. In some instances, the Company may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave. For all leaves of absence extending beyond seven (7) months, group health insurance coverage will be terminated on the last day of the seventh month of leave, and the employee may be eligible for continued coverage in conjunction with COBRA guidelines.

If eligible and you elect to continue your group health insurance coverage through the Company in conjunction with federal and/or state COBRA guidelines, you are required to make monthly payments to the Company for the amount of the relevant premium. Please contact the Human Resources Department for further information.

Accrued benefits such as PTO will not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

8.2 Pregnancy Disability Leave

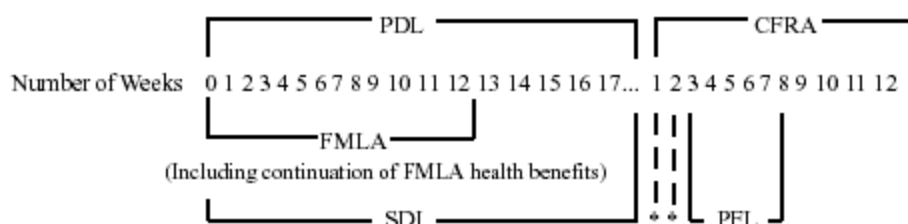
The Company will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, and related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by the attending physician.

Leave Available

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take up to a maximum of a four (4) month leave under the Pregnancy Disability Leave Act (PDL) as certified by your physician. The Company may also transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, and if the transfer can be reasonably accommodated.

PDL runs concurrently with FMLA Leave under federal law and under the law many other states in which the Company has employees. However, PDL does not run concurrently with leave under the California Family Rights Act (CFRA) and California law permits employees disabled due to pregnancy, childbirth or a related medical condition to take an additional twelve (12) workweeks of leave. Please see the Human Resources Department for further information.

Maximum combined leave for California employees who have been employed for one (1) year or more with a minimum of one thousand two hundred fifty (1,250) hours is four (4) months and twelve (12) workweeks:



Notice and Certification Requirements

You must provide the Company with reasonable advance notice of your need for pregnancy disability leave. In addition, you must provide the Company with a health care provider's statement certifying the last day you can work and the expected duration of your leave.

Compensation During Leave

The Company will grant up to six (6) weeks of pregnancy disability leave up to full pay if you have been employed for a period of one (1) year or longer, with a minimum of one thousand two hundred fifty (1,250) hours of service, provided that you return from leave as scheduled or within the maximum time allowed by law. This full salary payment may consist of partial payment from our employer-sponsored disability insurance and/or state disability insurance, and partial payment from the Company.

If you have been employed for less than one (1) year, you may be eligible for employer-sponsored disability insurance payments and/or state disability insurance payments for the first six (6) to eight (8) weeks after your delivery. Please see the Human Resources Department for application forms and information regarding our Short Term Disability Policy. Note: These benefits are contingent on you providing the Company with a statement from your healthcare provider certifying you are unable to work.

An employee who has been employed for less than one (1) year is entitled to up to four (4) months of unpaid PDL only, with employer-sponsored disability insurance and state disability insurance paying a percentage of salary for the first six (6) to eight (8) weeks or more, depending on the degree of the disability.

Benefits During Leave

The Company will maintain, for up to a maximum of twelve (12) workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, the Company may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave.

Beyond twelve (12) work weeks, and up to seven (7) months, you will be responsible for payment in full of your group health insurance coverage. Your share of insurance premiums will be due on the first of each month and may be paid by check. In some instances, the Company may recover premiums it paid to maintain health coverage if you do not return to work following leave. For all leaves of absence extending beyond seven (7) months, group health insurance coverage will be terminated on the last day of the seventh month of leave, and the employee may be eligible for continued coverage in conjunction with COBRA guidelines.

During your leave, if at any time you fail to pay the Company for health insurance premiums within one (1) month from the due date, your active benefit status will be terminated, and you may be eligible for continued coverage in conjunction with COBRA.

If eligible and you elect to continue your group health insurance coverage through the Company in conjunction with federal and/or state COBRA guidelines, you will be required to make monthly payments to the Company for the amount of the relevant premium. Employees on PDL do not accrue PTO during the length of the leave. Please contact the Human Resources Department for further information.

Reinstatement

On the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement under applicable law than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, you will not be entitled to reinstatement.

If, on return from a pregnancy disability leave, you are unable to perform the essential functions of the job because of a physical or mental disability, without a reasonable accommodation, the Company will attempt to reasonably accommodate you provided it does not create an undue hardship.

If you have any questions about this policy or laws that apply to your situation as an employee, please contact the Human Resources Department. The Human Resources Department would be happy to assist you in scheduling your pregnancy leave that satisfies both your and the Company's needs.

8.3 *Personal Leave*

Employees who have been actively employed by the Company for at least twelve (12) continuous months may request a personal leave of absence without pay for a maximum of two (2) months due to special circumstances, as determined on an individual basis by the supervisor, department head and the Human Resources Department. The Company is under no obligation to provide personal leaves and these will be granted at the Company's sole discretion based upon the needs of the business.

There is no guarantee of reinstatement on return from a personal leave of absence. The Company will, however, attempt to place the employee returning from leave in the same or similar position, if a position is available. Failure to return to work at the end of the personal leave of absence will be considered a voluntary termination. As with other leaves, PTO does not accrue for employees who are on a personal leave. Accrual will start again on return to work from leave.

During a Personal Leave, you may continue your group health insurance coverage through the Company in conjunction with federal and/or state COBRA guidelines by making monthly payments for the amount of the relevant premium. You should contact the Human Resources Department for further information.

8.4 *Workers' Compensation Disability Leave*

The Company will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Company will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

Notice and Certification Requirements

Employees must report all accidents, injuries and illnesses—no matter how small—to their immediate supervisor. In addition, employees must provide the Company with a certification from a health-care provider.

Compensation During Leave

Workers' compensation disability leaves are without pay. However, employees may utilize accrued PTO and any other accrued short term disability pay, if applicable, during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Benefits During Leave

If the employee taking workers' compensation disability leave is eligible for leave under the federal or state family and medical leave laws, if applicable, the Company will maintain your group health insurance coverage for up to a maximum of twelve (12) workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. During your leave, if you fail to pay the Company for health insurance premiums within one (1) month from the due date, your active benefit status

will be terminated, and you may be eligible for continued coverage in conjunction with COBRA. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves. You should consult the Human Resources Department to determine your eligibility for the continuation of your health insurance coverage.

Beyond twelve (12) workweeks, and up to seven (7) months, you will be responsible for payment in full of your group health insurance coverage. Your share of insurance premiums will be due on the first of each month and may be paid by check. In some instances, the Company may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave. For all leaves of absence extending beyond seven (7) months, group health insurance coverage will be terminated on the last day of the seventh month of leave, and the employee may be eligible for continued coverage in conjunction with COBRA guidelines.

If eligible and you elect to continue your group health insurance coverage through the Company in conjunction with federal and/or state COBRA guidelines, you will be required to make monthly payments to the Company for the amount of the relevant premium. Please contact the Human Resources Department for further information.

Employees on workers' compensation disability leave who do not receive continued paid coverage, or whose paid coverage ceases after twelve (12) workweeks, may continue their group health insurance coverage through the Company in conjunction with federal and/or state COBRA guidelines, if applicable, by making monthly payments to the Company for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

Reinstatement

Upon submission of a medical certification that an employee is able to return to work from a workers' compensation disability leave, the employee will be reinstated to the employee's same position held at the time the leave began or to an equivalent position, if available, to the extent required by applicable law. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had the employee not gone on leave, the employee would not be entitled to reinstatement.

8.5 *Military Leave*

The Company provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws.

8.6 *California Military Spouse Leave*

Qualified California employees who are spouses or registered domestic partners of a Qualified Member (defined below) of the Armed Forces, National Guard, or Reserves ("Member"), may take an unpaid leave of up to ten (10) days during a Qualified Leave Period of the Member.

To be eligible for this leave, the employee must (a) be the spouse or registered domestic partner of the Member; (b) work for an average of twenty (20) or more hours per week; (c) provide the Company with notice within two (2) business days of receiving official notice that the Member will be on leave from deployment and that the employee intends to take leave under this policy; and (d) submit written documentation certifying that the Member will be on leave from deployment during the period the leave is requested. This policy does not apply to independent contractors.

This policy does not affect an employee's rights with respect to any other employee benefit provided by law and does not affect, or prevent the Company from allowing an employee to take, a leave that the employee is otherwise entitled to take. The Company will not retaliate against any employee for requesting or taking leave under this policy.

For purposes of this policy, the following definitions apply:

"Qualified Member" means a person who is a member of the Armed Forces of the United States who has been deployed during a Period of Military Conflict to an area designated as a combat theater or zone by the President; or a member of the National Guard or the Reserves who has been deployed during a Period of Military Conflict regardless of area.

"Period of Military Conflict" means either (1) a period of war declared by the United States Congress; or (2) a period of deployment for which a member of a reserve component is ordered to active duty pursuant to either U. S. Code Title 10, Sections 12301 and 12302 or Title 32.

"Qualified Leave Period" means the period during which the qualified member is on leave from deployment during a period of military conflict.

8.7 Paid Family Leave

Paid Family Leave, where it applies in states such as California and New Jersey, gives workers at companies of any size partial reimbursement of their pay as a State-provided benefit for up to six weeks during any twelve (12) month period. The law does not create a new right to a leave of absence, but rather provides pay for the time an employee is off work for a covered reason such as to bond with a new child (by birth, adoption or foster care) or for a seriously ill parent, child, spouse, registered domestic partner or child of a registered domestic partner. There is no guarantee of reinstatement after taking Paid Family Leave except to the extent provided under any applicable state or federal Family/Medical Leave law. In states where they are available, state-provided paid family leave benefits will run concurrently with any leave time under state or federal Family/Medical Leave law. For more information, contact Human Resources.

8.8 Lactation Accommodation

The Company shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child in accordance with applicable legal requirements. As far as possible, this break time shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid and employees provided with such break time shall record it on their timesheets. The Company is not required to provide such break time if it would seriously disrupt Company operations.

The Company shall make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employees' work area for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy. Employees should also discuss with Human Resources an appropriate location for storage of expressed milk. Where state law requires, the Company with either provide a refrigerator or cold storage space for keeping milk that has been expressed, or allow employees to provide their own portable cold storage device for the expressed milk.

9 Benefit Plans

9.1 *Health Insurance Benefits*

The Company provides regular full-time employees (who are regularly scheduled to work at least 30 hours per week) with a choice of health insurance plans which pays the major share of your covered expenses for doctors, hospitals, and other medical services. The plans are carefully designed to allow you and your family to secure high-quality care, to protect you from financial burden of extended illness or serious injury and to ensure cost-effectiveness. The Company also offers regular full-time employees a choice of other plans including our Dental Plans, Vision Plan, Life Insurance Plan and Disability Plans.

Employees will be eligible for health insurance benefits on the first of the month following the first thirty (30) days after their date of employment as a full-time employee of the Company.

The Company may, at its sole and absolute discretion, amend, modify, or eliminate all or any portion of its health insurance and other benefit programs at any time with or without notice, subject to the terms of any applicable plan document. For details and eligibility information about the Company's health insurance and other benefit programs, please see the Human Resources Department.

9.2 *Health Care and/or Dependent Care Flexible Spending Accounts*

The Company makes available Health Care and/or Dependent Care Flexible Spending Accounts to give employees the advantage of pre-tax money to pay for expenses not covered by benefit plans. Regular full-time employees become eligible for this benefit based on eligibility for health insurance benefits. Participation in this plan is voluntary.

The Company may, in its sole and absolute discretion, amend, modify, or eliminate all or any portion of its Health Care and/or Dependent Care Flexible Spending Accounts at any time with or without notice, subject to the terms of any applicable document. For details about these plans and eligibility and vesting requirements for each plan, please see the Human Resources Department.

9.3 *401(k)*

The 401(k) Savings Plan allows you to save for your future through convenient payroll deductions, benefit from tax savings and accumulate retirement savings.

All full- and part-time employees who are age twenty-one (21) or older are eligible to participate in the plan on the first of the month following the employees' initial ninety (90) days of employment. You may contribute a percentage of your pay on a pre-tax basis. This means you can defer part of your pay before it is taxed.

The Company's 401(k) Savings Plan is also set up to accept rollover contributions from other qualified pension, profit sharing or 401(k) plans in which you have participated. If you have funds that you would like to rollover, please contact the Human Resources Department.

The Company may, in its sole and absolute discretion, amend, modify, or eliminate all or any portion of its 401(k) Savings Plan at any time with or without notice, subject to the term of any applicable plan document. For details about this 401(k) Savings Plan and its eligibility and vesting requirements, please see the Human Resources Department.

9.4 *Company Equity*

At the sole discretion of the Company, regular employees may be eligible to participate in the Company Equity Plan. To review a copy of the Company Equity Plan and eligibility and vesting requirements, see the Human Resources Department. If there is a dispute over the terms of the Company Equity Plan and this Manual, the terms of the Company Equity Plan shall govern.

The Company may, in its sole and absolute discretion, amend, modify, or eliminate all or any portion of its Company Equity Plan at any time with or without notice, subject to the terms of any applicable plan document and governing law. For details about the Company Equity Plan, or eligibility and vesting requirements, please see the Human Resources Department.

9.5 *Employee Assistance Program*

The Company provides an Employee Assistance Program (EAP) that can assist employees with family issues, financial advice, legal issues, maintaining a work-life balance, and more.

9.6 *Life Insurance*

The Company has purchased Basic Life insurance and Accidental Death & Dismemberment coverage for all benefit-eligible employees.

9.7 *Short-Term Disability*

The Company provides short-term disability (STD) for all benefit-eligible employees up to a maximum of twenty-six (26) weeks in a fifty-two (52) week period. Should you become disabled and unable to fulfill your role at the Company, Short-Term Disability will provide a percentage of your income beginning on the fifteenth (15th) date after the date of disability.

9.8 *Long-Term Disability*

The Company provides a long-term disability (LTD) program to all benefit-eligible employees that provides salary continuation after 6 months of continuous short-term disability (STD). At the end of the maximum STD period (one hundred eighty [180] days or six [6] months), employees will automatically be considered for benefits under the LTD plan. Long-Term Disability will begin on the one hundred eighty-first (181st) day after date of disability.

9.9 *Workers' Compensation*

The Company maintains Workers' Compensation insurance for job related injuries. If an employee is injured on the job, the employee must report the injury to a member of the Human Resources Department or the Facilities Manager immediately for the proper reports to be filled out. If medical treatment is necessary, notification to the supervisor is required.

9.10 *COBRA*

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees who are covered by the Company's health insurance and their qualified beneficiaries the opportunity to continue health insurance coverage, at their own expense, under the Company's group health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment (for reasons other than employee's gross misconduct), death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements. Please direct all questions concerning COBRA to a member of the Human Resources Department.

9.11 *Benefits Disclaimer*

The Company reserves the right to modify, supplement or eliminate, in whole or in part, any benefit or benefit program currently provided to its employees. Nothing contained herein shall obligate the Company to provide or continue to maintain any particular plan or program or any particular benefit level. If possible, and in accordance with any legal requirements, the Company will provide notice prior to a change in benefits.

Please direct all questions concerning employee benefits to a member of the Human Resources Department.

In the event of any conflict between any benefit-plan document and the information contained in this Manual, the then-current version of the benefit plan document shall govern.

10 Conduct & Ethics

10.1 *Standards of Conduct*

The Company expects employees to meet acceptable standards of conduct and performance. Satisfying these standards not only promotes productivity and efficiency, but also helps ensure a safe and cooperative work environment. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following is a partial list of the types of conduct that are unacceptable. By providing these examples, the Company in no way restricts its legal discretion to discipline or terminate employees at will.

- Theft or inappropriate removal of property;
- Violation of safety or health rules or any personnel policies;
- Falsification of timekeeping records or any other Company record, including the employment application form;
- Working under the influence of drugs or alcohol;
- Possession, distribution, sale, transfer, or use of illegal drugs in the workplace or during work hours;
- Improper or unauthorized use of telephones, mail systems, Internet, e-mail or other employer-owned or leased equipment;
- Careless or improper conduct leading to damage or loss of employer-owned property, or the property of other employees;
- Insubordination (failure or refusal to obey the lawful orders or instructions of a supervisor or member of management regarding job duties);
- Sexual or other harassment, discrimination or retaliation;
- Possession of weapons or any other dangerous materials in the workplace;
- Excessive absenteeism or tardiness or any absence without notice;
- Smoking in prohibited areas;
- Unauthorized disclosure of business secrets or confidential information;
- Unsatisfactory performance;
- Failure to cooperate fully or provide truthful information in a Company investigation;
- Dishonesty;
- Failure to return from leave;
- The violation of any law while performing work for the Company or on company property;
- Fighting or threatening violence in the workplace, or while acting as an employee;
- Boisterous or disruptive activity in the workplace, or while acting as an employee;
- The use of obscene language toward a manager, co-worker, customer or supplier;
- Conducting personal business while at work;
- Failure to report a work related injury or illness immediately;
- Failure to report a condition that may endanger a person or Company property; and
- Violation of the Company's Code of Ethics

10.2 *Code of Conduct & Ethics*

Scope and Purpose

This Code of Conduct and Ethics (this "Code") for the Company and its subsidiaries ("the Company"), has been unanimously adopted by the Board of Directors of the Company (the "Board") because the Company believes that the honesty, integrity and ethical behavior of its officers, directors and all employees (collectively, "employees") is fundamental to the reputation and success of the Company. This Code sets forth the standards of behavior for all employees in conducting the business of the Company. The Board expects all employees to abide by this Code and all relevant laws and regulations. If a law conflicts with a policy in this Code, employees must comply with the law. Moreover, the Board expects the Chief Executive Officer, Chief Financial Officer, Controller and General Counsel, or persons performing similar functions (collectively, the "Executive Officers") to promote honest and ethical behavior throughout the Company. Executive Officers should also ensure the fair and ethical disclosure of financial and accounting information and compliance with applicable rules and regulations. Violations of the Code are subject to disciplinary action, up to and including termination of employment.

General Standards of Business Conduct

All employees will conduct the business of the Company with honesty, integrity and openness, respecting the legitimate interests of other employees, customers and others with whom the Company engages in business. No employee shall take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair commercial practice.

Adherence to Laws and Regulations

All employees will conduct the business of the Company in compliance with applicable federal, state and local laws, rules and regulations and will not knowingly engage in any illegal or unethical activity. Directors, officers and employees are also expected to cooperate fully with any company audits or investigations and to answer all questions fully and truthfully. It is a violation of Company policy to intimidate or impose any other form of retaliation on any employee who reports any actual or suspected illegal or unethical conduct (however, an employee who knowingly makes a false report may be subject to discipline).

Business Integrity

No employee will give or receive, directly or indirectly, bribes or improper advantages for business or financial gain. All employees, but particularly the Executive Officers, must not attempt to use their position in the Company for personal benefit. No undisclosed or unrecorded account, fund or asset will be established or maintained. Every employee will be prudent in the use and protection of information acquired in the course of his or her duties, and will not use such information in any manner that would be detrimental to the legitimate and ethical objectives of the Company. Directors, officers and employees have a duty to protect against the disclosure of confidential and sensitive information except where disclosure is authorized and within the law.

Conflicts of Interest

Each employee must avoid actual and apparent conflicts of interest in the performance of his or her job, including personal activities or financial interests that could conflict with one's responsibilities to the Company or one's impartiality in the performance of one's duties. Conflicts of interest can arise when an employee takes some action or has some outside interest that turns out to conflict with the interest of the Company. Conflicts of Interest can also arise when an employee or a relative receives improper personal benefits as a result of a Company position. In particular, the Executive Officers should be mindful of conflicts of interest and promptly discuss any actual or potential conflicts of interest with the Audit and Ethics Committee.

Accurate Reporting

Each employee will report and record all information and will complete Company documents accurately, honestly and completely, without misrepresenting or omitting relevant information. Directors, officers and employees must ensure that information is reported truthfully and correctly, and also exercise diligence in ensuring that reported information is organized in a way that is understandable and does not mislead or misinform those who receive the information. The Company's policy relating to accuracy of Company records extends to financial statements and to information provided to governmental employees or officials.

Reporting Suspected Improper or Illegal Behavior

Any employee who suspects that another employee, Executive Officer or Director is engaging in behavior that could be illegal or in violation of this Code should report such behavior in confidence to his or her immediate supervisor, the Director or Vice President of Human Resources or the General Counsel.

In addition, any employee may directly report to the Audit and Ethics Committee openly, confidentially or anonymously any accounting allegation, legal allegation or report of a retaliatory act. Reports can be made orally or in writing to:

Internet Brands, Inc.
Chair of the Audit and Ethics Committee
909 North Sepulveda Blvd., 11th Floor
El Segundo, California, 90245

Code Administration

The Company shall have the authority to amend this Code and the procedures associated with this Code at its discretion. The Company will promptly notify employees of any material changes to this Code.

Responsibility of the Executive Officers

The Executive Officers of the Company are responsible for upholding, promoting and enforcing this Code at all times throughout the Company. In addition, the Executive Officers will ensure that any public filings or announcements, whether for general public consumption or pursuant to laws and regulations, are full, fair, accurate, timely, and understandable in all material respects. Executive Officers will also promote and monitor compliance with applicable governmental rules and regulations. Executive Officers must promptly report any suspected violations of this Code to the Chief Legal Officer.

Unfair Business Practices

The Company's commitment to high ethical standards in its business practices with customers, business partners and competitors is reflected in the Company's dedication to candid and forthright communications about the Company's products and services. Unfair and deceptive business practices (e.g. the misuse of proprietary information or the misrepresentation of material facts) are strictly prohibited.

Discrimination or Harassment

The Company is committed to providing a work environment that is free from any form of discrimination on the basis of race, ethnicity, gender, creed, religion, age, disability or sexual preference. The Company will not tolerate harassment, including sexual harassment in any form. This includes verbal or physical conduct that demeans or threatens any employee, creates a hostile work environment, unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment.

10.3 Prohibition Against & Duty to Disclose Romantic Relationships

The Company recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are discouraged from dating or engaging in sexual relationships with subordinate employees.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Human Resources Department that such a relationship exists, and both parties will be required to sign an acknowledgment that the relationship is voluntary and consensual. Both parties to the relationship are also required to disclose to the Human Resources Department when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to be voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Acknowledgment and Receipt of this Manual. Furthermore, coworkers are discouraged from dating or pursuing romantic or sexual relationships with each other.

The Company, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of the Company and will attempt to resolve the situation, including but not limited to, providing one of the employees with a transfer to another position for which he or she is qualified if it is possible and consistent with good business practices. However, the Company may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

Spouses of employees are eligible for employment (or, if marriage occurs when both individuals are currently employed, continued employment) under limited conditions. Spouses will not be eligible for employment where potential problems of confidentiality, supervision, safety, security and morale, or potential conflicts of interest exist. If any of these potential problems arise regarding employees who are or become spouses during employment, only one of the married employees will be permitted to remain employed with the Company, unless reasonable accommodations can be made to eliminate all potential or real problems, conflicts or hazards. If such reasonable accommodations cannot be made, the Company will make an appropriate determination. Please see Section 1.7 (Employment of Relatives) of this Manual for further information on employment of relatives, or visit the Human Resources Department for more details.

The purpose of this policy, along with the guidelines enumerated in Section 1.7 (Employment of Relatives) of this Manual is to preserve confidentiality, avoid misunderstandings, complaints of favoritism, sexual harassment claims, a negative or unprofessional work environment, conflicts of interest, and to avoid problems of employee morale and dissension that may potentially arise from personal or social relationships, especially those involving managerial and supervisory employees and their subordinates, or from hiring relatives.

11 Company Property & Technology

11.1 Use & Searches of Company Property & Electronic Communications

All property of the Company – including but not limited to desks, storage areas, work areas, lockers, file cabinets, office furniture, credenzas, computers and computer systems, telephones, modems, facsimile machines, beepers, pagers, duplicating machines, and vehicles – must be used properly and maintained in good working order. Employees who lose, steal, or misuse Company property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including termination.

The Company reserves the right, at all times and without prior notice to any employee, to inspect and to search any and all of its property for the purpose of determining whether this policy or any other Company policy has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with federal, state and local laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Employees should not have any expectation of privacy in any communications using the Company's electronic systems. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company, via e-mail, internet posting or any other means, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

This policy applies to all technical resources and electronic systems that are owned or leased by the Company, that are used on or accessed from Company premises, or that are used for Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions, or other technical services, such as voice mail or e-mail, whether or not the activities are conducted from Company premises.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Federal and state laws protect computer software from unauthorized copying and use. Unauthorized copying or use of computer software exposes both the Company and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto the Company's computer system, and may not copy software from Company for personal use. All employees must contact the Information Technology Department to install any software on the Company's computer system.

As you use the Company's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, electronic messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an electronic message or other computer information can later be used to indicate what an employee knew or felt. You should keep this in mind when creating electronic messages and other documents. Even after you delete an electronic message or close a computer session, it may still be recoverable and may even remain on the system.

The Company's technical resources should not be used for personal gain or the advancement of individual views. Solicitation for any non-Company business or activities using the Company resources is strictly prohibited. Your use of the Company's technical resources must not interfere with your productivity, productivity of any other employee or operation of the Company's technical resources. Employees may not play games on the Company's computers and other technical resources.

Employees are prohibited from sending communications from the Company's resources that either mask their identity or indicate that they were sent by someone else. You should never access any technical resources using another employee's password. Similarly, you should only access the libraries, files, data, programs and directories that are related to your work duties.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, or otherwise must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, gender, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, or any other category protected by federal, state, or local laws. Any use of the Company's technical resources to harass or to discriminate is unlawful and strictly prohibited by the Company. Violators will be subject to discipline, up to and including termination.

The Company's computer, voice mail, or telephone systems, as well as the data stored on them are and remain at all times the Company's property. All passwords must be made available to the Information Technology Department upon request. You should not provide a password to other employees or to anyone outside the Company and should never access any technical resources using another employee's password.

Computer data, voice mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the Company's computer system or other technical resources, your work may be subject to investigation, search, and review of others in accordance with this policy.

All information that is created, sent or retrieved over the Company's technical resources is the property of the Company. Employees have no right to privacy as to any information or file transmitted or stored through the Company's computer, voice mail, or other communication systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed without notice to the employee. Employees should also be aware that, even when a file or message is erased, it is still possible to recreate the message. The Company reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

E-mail and Internet/Web access are not secure. Others outside the Company may be able to monitor your e-mail and Internet/Web access. If your work using these resources requires a higher level of security, please ask your manager or the Information Technology Department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All employees should safeguard the Company's confidential information, as well as that of customers and others from disclosure. Do not access new voice mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

Electronic messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **"CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED."**

You may not encrypt or encode any voice mail communication or any other files or data stored or exchanged on Company systems without the express prior written permission from the Information Technology Department and your manager. As part of this approval, the Information Technology Department will indicate a procedure for you to deposit any password, encryption key or code, or software with the Information Technology Department so that the encrypted or encoded information can be accessed in your absence.

If you want to install software on Company computers, you must contact the Information Technology Department and request to have the software installed. Employees are prohibited from installing any software on any Company technical resource without the express prior written permission from the Information Technology Department.

Each employee is responsible for the content of all text, audio or images that they place or send over the Company's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of this policy may result in disciplinary action up to and including termination. In addition, the Company may advise appropriate law enforcement officials of any suspected violations of the law.

11.2 E-Mail

Users should be aware that e-mail messages are not secure and can be potentially accessed by others. There is no guarantee of delivery and they may be tampered with by a third party; they may also be intercepted, incorrectly addressed or easily forwarded to third parties. Therefore, employees are to use the following guidelines regarding e-mail use:

- Do not tell others your e-mail/network password; do not write these passwords down or keep notes on them.
- Do not leave your e-mail accessible when away from your desk so others can read or send a message from your computer purporting to be you, or amend or delete e-mails in your e-mail account.
- Users must take precautions when receiving e-mails via the Internet or even internal messages with attachments. These could contain malicious code and should be checked before opening.
- Do not respond to any e-mail that asks for personal or corporate account information, passwords or similar information.

The Company has the right to utilize appliances and/or software that makes it possible to identify and block e-mail that contains sexually explicit or other material deemed inappropriate in the workplace.

It is strictly prohibited to:

- Send or forward emails containing libelous, defamatory, offensive, racist or obscene remarks. If you receive an e-mail of this nature, you must promptly notify your supervisor;
- Send unsolicited email messages; (except for a legitimate business purpose as required in the normal course of business);

- Forge or attempt to forge email messages;
- Send email messages using another person's email account without the permission of that person;
- Disguise or attempt to disguise your identity when sending email; or
- Use the Company's email to solicit for or conduct business on behalf of any outside organization.

Although the Company e-mail system is meant for business use, the Company allows the reasonable use of e-mail for personal use if certain guidelines are adhered to by employees. Note, however, that once an employee uses Company e-mail or other electronic systems or resources in connection with personal e-mails, those e-mails are no longer private to the employee. Guidelines for employees in connection with use of personal e-mail at work include the following:

- Personal use of e-mail should not interfere with work;
- Personal e-mails must also adhere to policies in this Manual;
- Use of personal e-mail accounts through the Company's e-mail or other electronic systems is subject to this policy in its entirety;
- The forwarding of chain letters, junk mail, jokes and external files is strictly forbidden; or
- All messages received by, stored on or distributed via the company's e-mail system, even personal e-mails, may be monitored by the Company in its discretion and are the Company's property.

Accessing external e-mail systems such as Yahoo! Mail, Hotmail, MSN Mail, AOL and other personal e-mail accounts using Company electronic resources is not forbidden, but such use must be limited and not affect work performance and normal business activities. As noted above, an employee's use of personal e-mail accounts through the Company's email or other electronic systems is subject to this policy in its entirety. Moreover, a copy of any e-mail accessed from, or transmitted through, a personal e-mail using the Company's e-mail or other electronic systems may be stored on the Company's systems and the Company reserves the right to review such e-mails in its discretion. Users should understand that this form of access is one of the means by which malicious code most frequently enters business networks. Therefore, reasonable precautions should be taken to ensure the safety of the Company's network. Furthermore, personal use of the Company's e-mail and other electronic systems should not involve significant use of Company resources, such as bandwidth. The Company also reserves its right to delete personal information, including but not limited to personal files, images, video, music, and e-mails that any employee places on Company's electronic systems and resources. Company-related correspondence or any Company-related information must not be communicated or conducted via external e-mail systems or personal e-mail accounts.

11.3 Internet

The Internet allows us to quickly retrieve information that will be useful to much of our work. It dramatically speeds up the transfer of files and facilitates immediate access to new technology. And it is a major communications link between the Company and our customers. But with these potential benefits comes the responsibility of using this tool appropriately and in ways that will benefit your work.

The Internet is not a toy

- The Internet should be used only for Company business purposes. The Company may monitor employees' Internet usage at any time without advance notice. Thus, the Company will be able to see what sites were visited, for what length of time, and by whom, with or without the employee's knowledge. In other words, employees have no expectation that their Internet usage is private.
- Reasonable personal use of the Company's Internet connection is allowed provided it does not interfere with an employee's job duties or the Company's business. Once you conduct Internet searches or visit sites on the Internet using the Company's electronic systems or resources, those searches or site visits are no longer private to you. Your Internet searches or visits to Internet sites may be monitored or reviewed by the Company in its discretion. You must obtain permission from your supervisor to use the Internet for long-term/high-usage personal reasons (such as for school). You are prohibited from using the Company's electronic resources or equipment, including through e-mail or Internet access, to solicit for or conduct business on behalf of any outside organization.
- The Company's Internet connection may not be used at any time to view illegal, offensive or sexual material. The Company's non-harassment and nondiscrimination policies apply to employee Internet use. Nor may it be used to conduct any personal business in conflict with the Company's interests or policies. Any violation of this policy can be subject to severe disciplinary action to be determined on an individual basis.
- Commercial use of the Internet is prohibited, unless it is done for the benefit of the Company.
- The Internet may not be used by any employee for any purpose that competes with the Company or that creates an actual, potential or apparent conflict of interest.
- Employees' use of the Internet must not infringe on any patents, copyrights or licenses of others.

Downloading: Virus-checking required

- Anti-virus software is loaded on all machines. Do not turn off the automatic virus-checking software for any reason without permission from the Vice President of Technology.

- Because the Internet enables us to download massive amounts of information quickly, and maintaining free space on our network is vital to the day-to-day functioning of the Company, you may only download information that is necessary for your work.
- If you require the use of any advanced protocols and your connection is not set up for this protocol, you must contact the Vice President of Technology to assist you in the transaction. If you require constant access to the protocol, a firewall port may be opened to your computer subject to review by your supervisor and the Vice President of Technology.
- Some bandwidth-intensive file formats are blocked by the firewall. If you have a business need for viewing those types of files, see the Vice President of Technology to allow those media through your firewall to your machine.
- Installing or executing any program downloaded from e-mail or brought into the Company is prohibited. This includes shareware, freeware, plug-ins and licensed software from outside the Company. If new software tools are required for business purposes, please see your supervisor or the Vice President of Technology to acquire those resources.

11.4 Social Media

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

Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company as well as any other form of electronic communication. The same principles and guidelines found in the Company's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination. The Company reserves the right to monitor social media activity by employees for compliance with this social media policy and other Company policies.

Know and follow the rules

Carefully read these guidelines: The Company's Statement of Ethics Policy, the Information Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be fair to others

Always be fair to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolved work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never engage in malicious conduct such as posting any information or rumors that you know to be false about the Company, fellow associates, members, customers, suppliers, people working on behalf of the Company or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Information concerning your wages, hours of work, and other terms and conditions of employment is not confidential information under this policy or the Non-Disclosure Policy in Section 1.4 above.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company's fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Internet Brands, Inc., including MH Sub I, LLC."
- Employees in supervisor/subordinate relationships should use caution in sending "friend" requests to each other, given the potential for both parties to feel awkward or pressured to accept the request and potentially raise issues or concerns in the workplace. Employees should always use good judgment in making or accepting "friend" or other social media contact requests from any co-worker or supervisor. It must be understood and accepted that any Company employee may reject, if they so choose, a "friend" or other social media contact request from any other employees without repercussion.

Using social media at work

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

Retaliation is prohibited

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

Media contacts

Employees should not speak to the media on the Company's behalf without contacting the Marketing Department. All media inquiries to the Company should be directed to them.

For more information

If you have questions or need further guidance, please contact your Human Resources Department.

12 Facilities

12.1 Off Duty Use of Company Facilities

Employees are prohibited from being on the Company's premises or making use of its facilities while not performing services for the Company. This rule applies to the interior of the facility and outside working areas. It does not apply to parking lots and other outside nonworking areas. Employees are also prohibited from using our facilities, property, or equipment for personal use, except as described elsewhere in this Manual.

12.2 Other Facilities Rules & Regulations

Company employees must abide by the following rules and regulations:

- Employees must wear their access card/ID badge at all times. The access card will be necessary for certain elevator use as well as entry to suites from stairwells. Employees must pay \$25 for each lost or stolen access card.
- Restroom facilities shall not be used for any purpose other than for which they were constructed, and no foreign substances of any kind shall be thrown in them.
- The use of personal space heaters is prohibited.
- Employees must not interfere with other businesses in the building (noise, odors, vibrations, et al) or throw anything out of doors, windows, skylights or down passageways.
- No animals (other than assistance animals, such as seeing eye dogs) are allowed in the building.
- No cooking shall be done on the premises (with the exception of microwave ovens and other approved equipment). The premises shall also not be used for personal storage, for lodging, or for any improper, objectionable, unethical or illegal purposes.
- Any person who, in the judgment of the landlord or the Company, is intoxicated or under the influence of liquor or drugs, or who has in any manner acted in violation of any of these rules and regulations may be excluded or expelled from the premises.
- Employees shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any common areas for the purposes of smoking tobacco products or for any other purpose. Employees also shall not in any way obstruct such areas.
- Employees shall comply with all safety, fire protection and evacuation procedures and regulations established by the Company, landlord or any governmental agency as well as participate in scheduled fire prevention and other calamitous drills and observances.
- Employees shall comply with all security regulations.
- Employees must comply with all applicable "NO-SMOKING" ordinances, rules, regulations and codes. No smoking of any substance including electronic cigarettes shall be permitted within the building except in specifically designated outdoor areas. Within such designated outdoor areas, all remnants of consumed cigarettes and related paraphernalia shall be deposited in ash trays and/or waste receptacles. No cigarettes shall be extinguished and/or left on the ground or any other surface of the building property. Cigarettes shall be extinguished only in ashtrays.
- No bicycles or other vehicles (other than a wheelchair for an individual) shall be used or carried in the elevators without the Company's prior approval.
- In an effort to discourage those behaviors which threaten personal safety or a potential loss of resources, selective video surveillance may be utilized at the Company. The Company reserves the right to place video surveillance cameras on campus where necessary and appropriate.

12.3 Security

The security of 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 supervisor of the Facilities Manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, or ID badges are lost or misplaced.

13 Health & Safety

It is the policy of the Company that every employee is entitled to a safe and healthful workplace. Employees are expected to obey safety rules, follow established safe work practices, exercise caution in all their work activities and take an active part in protecting themselves, their fellow workers, and Company facilities.

The Company considers the safety of our employees to be of primary importance, and expects your full cooperation in making our program effective. Working conditions should not only meet accepted standards for the protection, safety and health of our Employees, but should be maintained in a clean and orderly state, so as encourage efficient operations and satisfied employees. Working together, we can succeed in having a safe, healthful and profitable workplace from which we will all benefit.

To help maintain the safest possible working conditions:

- Report every on-the-job injury or illness, no matter how minor, to a member of the Human Resources Department.
- Do not obstruct access to fire extinguishers or first aid facilities.
- Do not obstruct exits, aisles or passageways.
- Do not smoke in the building.
- Deposit all refuse in trash cans.
- Comply with danger and warning signs.
- Do not remove or neglect to use safety devices.
- Do not lift more than twenty-five (25) pounds without assistance.
- Do not create or contribute to unsanitary conditions. You are expected to maintain good housekeeping in your work area.
- If you have or may be carrying any disease that can be spread through normal workplace interactions, you cannot return to work until you have obtained a release (in writing) from a physician.
- Report any unsafe working conditions to the Facilities Manager or a member of the Human Resources Department.
- Please wear shoes at all times in the building.

The Company strives to promote disaster preparedness (e.g., fire and earthquake) by participating in the building drills and safety meetings. The Company also encourages ergonomically correct and safe work practices, which it supports by distributing relevant information. The following is some basic safety information you need to know:

Emergency Information:

Fire:	9-1-1	
Police:	9-1-1	Burn Center: (800) 500-BURN
Paramedics:	9-1-1	Toxic Chemical: (800) 424-8802

If you violate safety standards or cause hazardous or dangerous situations, you may be subject to disciplinary action, up to and including termination of employment.

14 Zero Tolerance Policy for Workplace Violence

14.1 *Statement of Policy*

The Company recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the Company has adopted this Zero Tolerance Policy for workplace violence.

The safety and security of the Company employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company or which occur on the Company property will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operations of the Company, including, but not limited to, Company personnel, contract and temporary workers and anyone else on Company property. Violations of this policy, by any individual on Company property, by any individual acting as a representative of the Company while off Company property or by any individual acting off Company property when his or her actions affect the business interests of the Company, will lead to disciplinary and/or legal action as appropriate.

14.2 *Definitions*

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company
- Threats or acts of violence occurring off Company premises involving an employee of the Company if the threats or acts affect the business interests of the Company
- Threats or acts of violence occurring off Company premises of which an employee of the Company is a victim if the Company determines that the incident may lead to an incident of violence on Company premises
- Threats or acts resulting in the conviction of an employee or agent of the Company, or of an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Company

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual
- Threatening an individual or the individual's family, friends, associates or property with physical harm
- The intentional destruction or threat of destruction of Company or another's property
- Harassing or threatening phone calls
- Surveillance
- Stalking
- Veiled threats of physical harm or intimidation
- Unauthorized carrying of a firearm into the workplace or while acting on the Company's behalf.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

14.3 *Enforcement*

Any person who engages in a threat or violent action on the Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a Company employee, a judgment will be made by the Company as to what actions are appropriate, including possible threat assessment evaluation, medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is the Company's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this Company policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Company policy or procedure should be interpreted in a manner that prevents the above from occurring.

14.4 Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide a copy of the petition and declarations used to apply for the order to the Human Resources Department. Any employee who obtains a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide a copy of the order to the Human Resources Department. Such information will be kept confidential to the extent possible without compromising the safety and security of Company employees and the Company.

Important Note: The Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the Company.

15 Drug Free Workplace

The Company is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the work place. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage or injury to other persons.

The following rules and standards of conduct apply to all employees either on the Company property or during the workday (including meal and rest periods).

The following are strictly prohibited by the Company:

- Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job;
- Driving a Company vehicle or your own vehicle for a Company-related purpose while under the influence of alcohol or an illegal drug or controlled substance; and
- Distribution, sale or purchase of or offer to sell or purchase an illegal or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. The Company may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property and to implement other measures necessary to deter and detect abuse of this policy in accordance with applicable law.

An employee's conviction on a charge of illegal sale or possession of any drug or controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on the Company. In addition to reflecting adversely on the Company, the Company must keep people who sell controlled substances off Company premises in order to keep illegal drugs and controlled substances off the premises.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair the employee's value to the Company. Employees who are using prescription or over-the-counter drugs which impair their ability to safely or properly perform their jobs, or may affect the safety or well-being of others, may be requested to undergo a medical examination at the Company's expense if the Company reasonably believes that the use of such drugs may be adversely affecting their job performance.

The Company recognizes that many employees use prescription and over-the-counter medications. Medications brought to the workplace should be carried in their original containers. This policy does not prohibit employees from the lawful use and possession of prescription or over-the-counter medications. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or to the Human Resources Department. The Company reserves the right to transfer, reassign, and/or place on leave of absence any employee, or to take other appropriate action, during the time the employee uses medication that may affect the employee's ability to perform safely.

The Company will encourage and assist employees with chemical dependencies (alcohol or drugs) to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company's support for treatment and rehabilitation does not obligate the Company to employ any person whose job performance is impaired because of drug or alcohol use, nor is the Company obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, if employees who are given the opportunity to seek treatment and/or rehabilitation fail to successfully overcome their dependency or problem and are involved in a second violation of this policy, they will not be given a second opportunity to seek treatment and/or rehabilitation, unless such an opportunity is mandated by law. This policy does not affect the Company's treatment of employees who violate the rules and standards of conduct described above. Rather, rehabilitation is an option for employees who come forward and acknowledge a chemical dependency and voluntarily seek treatment to end that dependency before they violate the above rules and standards of conduct.

16 Release of Personal Information

From time to time, outside organizations or individuals request information from the Company about prospective, current or former employees. All such requests for information should be directed to the Human Resources Department. This system is maintained for the protection of employees and for compliance with laws pertaining to personal privacy.

To ensure consistency and fairness, protect individuals' privacy rights, and maintain the security and confidentiality of all employment and personal information in its record systems, the Company adheres to the following standards and procedures in dealing with all external requests for employment information:

16.1 Types of Information Released

The Company discloses the following information when responding to requests regarding current and former employees:

- (a) The individual's start and, if applicable, end date of employment; and
- (b) The title of the last position held

If the employee provides the Company with a signed consent form authorizing the Company to release wage and salary information, then the Human Resources Department will disclose that additional wage and salary information as well. To be acceptable, this consent form must release the Company from all potential liability related to the authorized disclosure.

16.2 Authorized Disclosures

The only individuals authorized to release any information about a current or former worker is a member of the Human Resources Department. The Company expressly prohibits any of its executives, managers, supervisors or other employees from responding to requests for professional or personal information about any former or current employee without written authorization from the Chief Executive Officer or Vice President of Human Resources. All external requests for employment information should be referred immediately to the Human Resources Department. If a job reference or other information is provided in violation of this policy, the employee providing such information will be acting without the Company's authorization and will be held personally responsible for any resulting liability. In addition, violators of this policy will be subject to disciplinary action, up to and including termination. This policy applies to job references and other information of a confidential nature, and it does not prohibit employees from providing contact information such as an employee's telephone number.

17 Media Relations Policy

If a member of the press contacts you for a statement on behalf of the Company, you should inform the Marketing Department immediately. Under no circumstances should you talk to the press or make any statement on behalf of the Company without being specifically asked to do so by the Senior Manager of Public Relations, the Chief Marketing Officer or the Chief Executive Officer.

18 Solicitation Policy

In order to protect employees from annoyance, harassment, and interference with their work and to maintain a workplace free of litter, the Company has adopted the following rules concerning solicitation and distribution of literature:

- No outsiders shall be allowed to solicit or distribute materials on Company premises.
- Employees shall not engage in solicitation of any kind during working time.
- Employees shall not distribute literature in working areas or during working time.
- Company e-mail may never be used for solicitation or distribution of literature.
- All postings on Company bulletin boards must be approved and placed by the Human Resources Department.

"Working time" includes the working time of both the employee who is soliciting or distributing literature and the employee to whom that activity is directed. This term does not include rest periods, lunch periods, or any other time when employees are properly not engaged in performing actual job duties.

"Working areas" include areas of the facility where work is regularly performed on behalf of the Company. This term does not include areas where work performed by employees is incidental and not integral to the Company's operations, such as break rooms, locker areas, and parking lots.

19 Driving for Company Business

When you are required to drive for Company business, you are protected by your own automobile insurance coverage as primary coverage, with the Company's liability coverage being excess. You are also protected for injury and illness through the Company's workers' compensation coverage.

If you must drive for business, you are required to provide the Facilities Manager with a copy of your valid driver's license and a copy of your valid automobile insurance certificate. You will be asked to provide or update this information on a periodic basis.

When renting an automobile for Company business, you are not required to purchase the additional automobile insurance through the rental car company.

After using your own automobile for the Company, you may submit a mileage reimbursement (see Accounting Department for current mileage reimbursement rate).

Employees who are required to drive on Company business at any time will be expected to consistently follow all the procedures below.

19.1 *Procedures*

- All employees are expected to wear seat belts at all times while in a moving vehicle being used for Company business, whether they are the driver or a passenger.
- Use of handheld cell phones, whether personal or business-owned, while behind the wheel of a moving vehicle being used on Company business is strictly prohibited (and is, in fact, illegal in certain states such as California).
- Although use of cell phones under any circumstances is strongly discouraged while driving, the use of hands-free technology may be warranted in unusual or emergency circumstances.
- Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.
- Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
- Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
- Employees must promptly report any accidents to local law enforcement as well as to the Company in accordance with established procedures.
- Employees are also expected to report any moving or parking violations received while driving on Company business and/or in Company vehicles.
- Failure to adhere to these procedures may result in disciplinary action per Company policy.

20 Business Casual Dress Policy

We have a business casual dress policy. However, it is important that we still present a professional image to our employees, visitors and business partners. Please follow the guidelines listed below so that you can help us maintain our professional image.

Male	Female
Appropriate <ul style="list-style-type: none"> Slacks Shorts (must not be more than 2" above the knee) Jeans Shirts with collars Polo shirts T-shirts Loafers, dress shoes with socks Sandals Tennis shoes 	Appropriate <ul style="list-style-type: none"> Slacks Skirts/shorts (must not be more than 2" above knee) Short sleeve shirts/blouses Jeans Polo shirts T-shirts Loafers, dress shoes or flats Sandals Tennis shoes
Inappropriate <ul style="list-style-type: none"> Shirts without sleeves/tank tops Sweat pants or sweat shirts Leather clothing (coats are fine) Swimsuits Sleepwear such as pajamas Offensive logo-wear Sheer clothing 	Inappropriate <ul style="list-style-type: none"> Skirts and dresses that are more than 2" above the knee Halter, bare-midriff or low-cut tops Sweat pants or sweat shirts Leather clothing (coats are fine) Swimsuits Sleepwear such as pajamas Backless dresses Sheer clothing Offensive logo-wear

21 Where to Go For Help

Extending a helping hand is what it's all about, whether we're serving our customers or helping each other. Our work processes revolve around team contributions. While we are full of valuable resources, there are some people who may be better suited than others to answer certain types of questions:

Question Type

Benefits
Business Cards
Events/Activities
Expense Reports
Financial
Forms
Hardware/Software/Technical
Injury (Work-Related)
Interpersonal
Job Openings/Referrals
Payroll
Personnel Files
Phones
Paid Time Off
Purchasing
Timesheets

Whom to Ask

Human Resources
Human Resources
Human Resources
Finance Dept
Finance Dept
Human Resources
Help Desk
Your Supervisor and/or HR
Your Supervisor
Human Resources
Payroll
Human Resources
Help Desk
Your Supervisor or HR
Finance Dept
Your Supervisor and/or Payroll

When you have a work-related problem, issue or concern, please refer to the Problem Resolution Procedure in Section 4.1 of this Manual.