

Employee Handbook

**PAYROLL PLUS CORPORATION
TRANSPORT LEASING/CONTRACT, INC.**



WELCOME TO TLC COMPANIES

The TLC Companies (referred to in this Handbook as the “Company”) sincerely welcome you as an employee to a closely-knit group whose members work as a team and know they can depend on each other. The Company is proud of its success and credits its success, in large part, to our excellent employees. By the way, the “TLC Companies” is a Professional Employer Organization (PEO) made up of Transport Labor Contract/Leasing, Inc. (TLCL) and its subsidiaries.

The Company's philosophy is to grow on a solid foundation within the employee leasing industry. The Company's progress has been, and will continue, to be a team effort. Excellence of workmanship and loyalty is expected, but those who perform exceptionally are rewarded. The Company's policy is structured around equal employment opportunity for all, and management observes an “open door” policy toward all employees.

We hope this Employee Handbook, for our leased employees, will provide us with a sound basis for a good working relationship. Should you have any further questions after reviewing this Handbook, please feel free to contact your immediate supervisor.

This Handbook is not intended as an employment contract (express or implied), and accordingly, should not be considered as such. Nothing in this Handbook should be relied upon as a guarantee of certain privileges, working conditions, or continued employment. While the Company certainly hopes that your employment is long and rewarding, your employment is “at-will” and may be terminated at any time, with or without cause or notice, by either you or the Company.

Sincerely,

Ardell J. DeBerg
President and CEO
TLC Companies



Important Telephone Numbers

Employee Resource Specialist (<i>toll free</i>)	800-825-3832
Driver Relations	800-926-8440
Workers' Compensation Department	877-812-4852
Ethics Hotline Number	866-852-8750

Payroll Plus Corporation	800-221-6139
Transport Leasing/Contract, Inc.	800-825-3832
Corporate Offices (Brooklyn Center, MN)	763-585-7000

Visit our Website at www.tlccompanies.com



I. THE PURPOSE OF THIS HANDBOOK

This Handbook is effective April 1, 2001. It supersedes all prior handbooks, human resource policies, verbal communications, staff meeting minutes, and/or management memos which may have been previously issued on subjects herein. Please read this Handbook carefully. It applies to all employees and provides important information about your employment relationship with the Company. As a leased employee, you will be assigned or leased to a company or individual and you will perform all of your services for that company or individual. That company or individual is referred to in this Handbook as the "Client."

This Handbook is designed to acquaint you with the Company and provide you information about working conditions and some of the practices affecting your employment. It describes many of your responsibilities, as well as the Company's practices, procedures, and employee benefits. Employees are expected to read, understand, and comply with the guidelines set forth in this Handbook. This Handbook is the property of the Company and should not be provided to individuals who are not our employees.

This Handbook is not intended as an employment contract (express or implied) and, accordingly, should not be considered as such. Nothing in this Handbook should be relied upon as a guarantee of certain privileges, working conditions, or continued employment.

II. HANDBOOK CONTENTS AND REVISIONS

1. Handbook Contents.

This Handbook is provided as a description of generally accepted guidelines and common practices. Because it is not possible for us to foresee all situations that might arise, we reserve the right to deviate from the guidelines and practices outlined in this Handbook, if in our sole judgment, such deviation is warranted based on the facts of a particular situation.

2. Handbook Revisions.

No employee handbook can anticipate every circumstance or question. Accordingly, the Company reserves the right, at any time, and at its sole discretion, to change the practices and guidelines described in this Handbook. Revisions may include changing, rescinding, or adding to any procedures,

benefits, or practices described in this Handbook. Revisions may be made without prior notice to employees. It is your responsibility to keep your personal copy of the Handbook up-to-date by immediately inserting revisions when issued.

3. Effect of this Handbook on Prior or Subsequent Policies.

If other verbal or written communications issued, prior or subsequent to the distribution of this Handbook, appear to change any of this Handbook's contents, the guideline(s) set forth in this Handbook will be considered the official position/practice of the Company until such time that a written revision of Handbook contents, signed by the President, is issued. Changes in the Company's procedures, benefits, or practices will not change our mutual "at-will" relationship, except by a written agreement that has been drawn up specifically for that purpose which is signed by you and the President.

III. EMPLOYMENT STATUS

You have voluntarily entered into your employment relationship with the Company, and accordingly are free to resign at any time, with or without cause or reason, with or without prior notice. Similarly, the Company may terminate this relationship at any time, with or without cause or reason, with or without prior notice. This mutual relationship is called "employment at-will." In accepting or continuing your employment with us, you agree that our relationship is, and always has been, strictly voluntary and at-will on both sides. Nothing in this Handbook, or in any other document issued by the Company or its representative(s), will alter this at-will relationship except a written contract for that express purpose, which is signed by both you and the President. You should not rely on verbal comments made by anyone at the Company as a guarantee of specific privileges, benefits, working conditions, or future employment.

IV. ORIENTATION PERIOD FOR NEW TLC EMPLOYEES

The Company believes that a thorough pre-employment interview process is essential to beginning a mutually rewarding working relationship. There are, however, certain determinations that can only be made after employment has commenced. The "orientation period for new employees" is intended to provide new employees with an opportunity to demonstrate abilities discussed during the interview

process. It also provides new employees an opportunity to evaluate whether the new position and the Company meet their expectations.

1. Length of Orientation Period.

Your first 90 days of employment are considered to be your orientation period. During this time, you are asked to seriously consider your satisfaction with us. Consider our style, the environment, the work ethic, co-workers, company policies and practices, your supervisor's, our Client's, and the Company's expectations, benefits, and how you view your potential with the Company. We will, likewise, use this period to evaluate whether we believe you meet our organization's needs.

2. Status After Completion of the Orientation Period.

Upon successful completion of the orientation period, you will be referred to as a "regular employee." Completion of the orientation period and your designation as a regular employee should not be taken as an indication that you are guaranteed future employment. During or following the orientation period, you or the Company may terminate the relationship at-will, with or without cause or reason, with or without prior notice, regardless of the time lapsed since your date of hire. All employees, regardless of status or duration of employment, are "at-will," and are required to meet and maintain Company standards for job performance and behavior. Although the Company reserves a right of direction and control over employees assigned to Client locations, the Client retains sufficient direction and control over employees necessary to conduct business and, without which, the Client would be unable to conduct business, discharge fiduciary responsibilities, or comply with state licensing laws. TLC retains authority to hire, terminate, discipline, and reassign employees. The Client has the right to accept or cancel the assignment of an employee.

3. Performance Evaluation During Orientation Period.

As the orientation period is designed to allow you an opportunity to evaluate our suitability as an employer, and us the opportunity to evaluate your performance for our organization, periodically, you may be given feedback on your performance from the Company's Clients. Likewise, you should give the Company or the Company's Clients feedback on how you feel about your employment with us. Feedback on your

fitness and performance can range from casual, informal verbal conversations to formal written performance appraisals. These are given at each supervisor's sole discretion.

V. EQUAL EMPLOYMENT OPPORTUNITY

The Company is an Equal Opportunity Employer. Accordingly, we promote equal opportunity in the areas of recruitment, employment, training, development, transfer, and promotion. The Company will recruit, hire, train, and promote persons in all job titles without regard to race, color, religion, national origin, sex, age (except where sex or age is a bona fide occupational qualification, as defined by law), or physical or mental disability (except where the disability prevents the individual from being able to perform the essential functions of the job and cannot be reasonably accommodated in full compliance with the law). The Company will also ensure that all personnel decisions and actions, including but not limited to, compensation, benefits, transfers, promotions, lay-offs, return from lay-offs, terminations, Company-sponsored training, education, tuition assistance, and social and recreational programs will be administered without regard to race, color, religion, sex, age, national origin, or disability. If you require an accommodation for a physical or mental disability, it is your responsibility to contact the Client to whom you are assigned or the Company's Employee Resource Specialist at 800-825-3832. All employees are expected to comply with the Company's Equal Employment Opportunity policy.

VI. SEXUAL HARASSMENT POLICY

The Company is committed to a goal of maintaining a work environment free of any type of sexual harassment. The Company expressly prohibits sexual harassment of its employees in any form and sexual harassment of employees will not be tolerated. Company policy demands that all employees have a right to work in an environment free from harassment and intimidation of a sexual nature, and your personal support of Company policy regarding sexual harassment is vital to maintaining an environment free from sexual harassment for all employees.

1. Sexual Harassment Defined.

Sexual harassment is defined as any form of unwelcome sexual advances, requests for sexual

favors, and other verbal or physical conduct of a sexual nature where:

- a. Submission or rejection is made in an explicit or implicit condition of employment;
- b. Decisions regarding an individual's employment are based upon whether the individual submitted to or rejected the actions; or
- c. The conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

2. Examples of Prohibited Conduct.

Sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, includes but is not limited to, unwelcome sexual advances, flirtations, propositions, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's physical attributes, body parts or dress, sexually degrading words to describe an individual, and the display in the workplace of sexually suggestive objects, graffiti, or pictures. Moreover, no supervisor may threaten, demand, or suggest either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's work status, employment evaluation, compensation, advancement, duties or other terms, or conditions of employment. Sexual harassment may be verbal, physical, written, or visual.

3. Internal Complaint Procedure.

If you believe you have been the subject of sexual harassment from the Company's supervisors, fellow employees, vendors, or Clients you should **immediately** report the conduct to your supervisor (unless that person is responsible for the harassment, then report such conduct to your supervisor's manager) and to the Employee Resource Specialist at 800-825-3832, even if you have discussed it with the individual(s) involved. Please provide the following information when reporting discrimination:

- a. Date(s), time(s), and location(s) of the incident/incidences that took place;
- b. Description of each incident; e.g. was any physical contact made, what was said, and/or done, etc.;
- c. Name(s) of anyone with whom you've discussed the incident /incidences.

All such complaints will be treated confidentially. A confidential investigation of all complaints will be

undertaken immediately, and so far as possible, the Company will keep all communications such as, interview and witness statements relating to the complaint, in strict confidence. The results of the investigation will be reported to you. No reprisals will ever be taken against you for complaining about behavior which you, in good faith, believe to be covered by this policy.

4. Penalties for Violators.

Sexual harassment is a serious form of employee misconduct and will be dealt with as such by the Company. Violations will result in disciplinary action, up to and including immediate discharge, as is necessary and appropriate for the implementation and enforcement of this policy and to prevent such conduct in the future. Employees may be personally liable for monetary damages if they are found guilty of harassment.

VII. HARASSMENT BASED ON RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, AGE, OR DISABILITY

In providing a productive work environment, the Company believes its employees should be able to enjoy a workplace free from all forms of discrimination, including harassment on the basis of race, color, religion, gender, national origin, age, and disability. It is the Company's policy to provide an environment free from such harassment.

1. Harassment Defined.

Prohibited harassment occurs when verbal or physical conduct defaming or showing hostility toward an individual because of his or her race, color, religion, gender, national origin, age, or disability, or that of the individual's relatives, friends, or associates; creates or is intended to create an intimidating, hostile, or offensive working environment; interferes or is intended to interfere with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

2. Harassing Conduct Includes, But Is Not Limited To:

- a. Epitaphs, slurs, negative stereotyping, or threatening, intimidating, or hostile acts which relate to race, color, religion, national origin, age, or disability.
- b. Written or graphic material that defames or shows hostility or aversion toward an individual or group

because of race, color, religion, gender, national origin, age, or disability, and is placed on walls, bulletin boards, or elsewhere on the Company's premises, or is circulated in the workplace.

3. Internal Complaint Procedure.

If you believe you have been harassed in violation of this policy, you should immediately report the conduct to your supervisor (unless that person is responsible for the harassment, then report such conduct to your supervisor's manager) and to the Employee Resource Specialist at 800-825-3832, even if you have discussed it with the individual(s) involved. Please provide the following information when reporting discrimination:

- a. Date(s), time(s), and location(s) of the incident/incidences that took place;
- b. Description of each incident, e.g. was any physical contact made, what was said and/or done, etc;
- c. Name(s) of anyone with whom you've discussed the incident /incidences.

All such complaints will be treated confidentially. A confidential investigation of all complaints will be undertaken immediately, and, so far as possible, the Company will keep all communications such as interview and witness statements, relating to the complaint in strict confidence. No reprisals will ever be taken against you for complaining about behavior which you, in good faith, believe to be in violation of this policy.

4. Penalties for Violators.

Any Company employee who has been found, after appropriate investigation, to have harassed another employee in violation of this policy, will be subject to disciplinary action up to and including immediate discharge. Any such harassing employee may also be found personally liable for damages for such harassment.

VIII. GENERAL RULES AND REGULATIONS

The Company is committed to providing quality service to its Clients and their customers. The Company also believes its employees are and will continue to be good citizens, both in the community and in their jobs, and that they will not engage in acts contrary to the best interests of the Company or the Client to which the employee is assigned. However, in instances where employees do engage in conduct contrary to these interests, they may receive

disciplinary action, up to and including immediate discharge.

While it is impossible to set forth all conduct which is expected of employees, each Company employee is expected to, at the minimum, adhere to the Company's rules and regulations which include, but are not limited to the following:

1. Read and follow the guidelines established in this Handbook and other Company manuals and memos.
2. Perform duties as assigned.
3. Always conduct himself or herself in a polite, professional manner, treating the Company's Clients and the Client's customers and co-workers courteously and respectfully.
4. Dress appropriately for the job.
5. Maintain assigned work areas in a clean and orderly fashion.
6. Conduct a safety check of assigned equipment before beginning work.
7. Immediately report any problems with equipment or customers to the Company's Client or the Client's supervisors.
8. Perform all job duties safely.
9. Produce quality work with minimal errors.
10. Meet goals or standards as set by the Company's Client.
11. Provide honest, truthful, and accurate information regarding your work history, education, and training. Falsification of employment records (including pre-employment data, such as your resume or employment application), time records, expense reports, and other Company records is grounds for corrective action, up to and including, immediate termination regardless of length of employment.

IX. EMPLOYEES WITH LIFE THREATENING ILLNESSES

Employees with life-threatening illnesses such as cancer, heart disease, and AIDS often are able to continue working with minimal impact on the workplace. We support the efforts of such employees and will provide reasonable accommodation, whenever possible, as long as the employee is able to perform his or her essential job functions.

X. DISCLOSURE OF MEDICAL INFORMATION

Medical information is considered confidential and handled in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA). We will make every effort to maintain the confidentiality of medical information divulged to us; however, we cannot guarantee absolute confidentiality when such information is shared with anyone outside our Company. Supervisors, managers, and employees are expected to respect the sensitivity of medical information, maintain confidentiality when they become privy to such information, and to comply with the Company's HIPPA policy. Employees who disclose confidential medical information about another employee are subject to corrective action up to and including termination of employment.

XI. ALCOHOL AND ILLEGAL DRUGS AT WORK (SUBSTANCE ABUSE POLICY)

The Company recognizes that drug and alcohol abuse are serious problems present in today's society. The Company also recognizes the importance of maintaining a safe, efficient, and healthy work environment. Being under the influence of any alcoholic beverage and/or illegal drugs on the job poses serious risks to employee health and safety. To protect the safety and health of all employees, the Company has established the following policy regarding alcohol and illegal drugs at work. "Illegal drugs" is defined as any substance deemed illegal under federal law regardless of its legality under state or local law.

1. Drug and Alcohol Policy.

We absolutely prohibit the sale, purchase, transfer, or possession of any illegal or non-prescribed drug during work hours or on Company property at any time. For the purpose of this policy, "Company property" also applies to Client's property or any location where you may be performing work for the Company, including your own home during work hours (if you are a telecommuter or are working at home for any other reason). In addition, the Company strictly prohibits any employee from being under the influence of alcohol and/or any illegal drugs while on duty or performing work activities (including telecommuting). Taking legally prescribed medications or over-the-counter medications is permitted to the extent that use of such medications

does not adversely affect your job performance or safety or the safety of others.

2. Use of Prescription Medications While Working

If you are using prescription or over-the-counter medications that may impair your ability to perform your job safely, you must report such use to the Company's Client and submit a doctor's note to the Client's supervisor before starting or resuming work. If you discover that such medication impairs or adversely impacts your ability to work, immediately stop working and report your condition to your supervisor. Working while affected by prescription or over-the-counter medications is dangerous. Consult with your physician if you are impaired or affected by prescription or over-the-counter medications.

3. Alcohol and/or Drug Testing.

We may require alcohol and/or drug testing when:

- a. A reasonable suspicion exists that you are under the influence of any controlled substance, drug, or alcohol while on the job, in the workplace, while driving, or at a customer site; and/or
- b. When an accident, near-miss, injury, or incident occurs.

Alcohol and/or drug testing will involve a screening test at a qualified laboratory. An employee is required to take this test within 72 hours from the time of the incident. Test results will be kept as confidential as possible. A positive test is grounds for corrective action up to and including termination of employment. Refusal to submit to testing may result in disciplinary action up to and including termination of employment.

4. Inspection of Employees and Their Personal Property for Possession of Alcohol and Drugs.

In order to promote a safe, productive, and substance abuse-free workplace, we reserve the right to inspect employee clothing, personal vehicles on Company property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto Company property that might conceal alcohol, illegal drugs, and/or other inappropriate materials. Any employee who does not consent to and fully cooperate with such inspections is subject to disciplinary action up to and including termination of employment.

5. Treatment for Chemical Dependencies.

We will assist employees with chemical dependencies (alcohol or drug) who voluntarily seek treatment and/or rehabilitation. Such assistance may include payment for treatment in accordance with our group health insurance plan. We will make reasonable efforts to ensure that any disclosures you make to the Company concerning your participation in any drug or alcohol counseling or rehabilitation program will be treated confidentially. We are not obligated however, to continue to employ a person whose job performance is impaired because of drug or alcohol use, nor are we obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance was below standard. Continued employment or re-employment of a person with chemical dependencies is at the sole discretion of the Company. Our policy on treatment and rehabilitation is not intended to affect our position regarding employees who violate the guidelines regarding the use of alcohol and/or drugs at work as described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

XII. FAMILY AND MEDICAL LEAVE

The Company complies with the federal Family and Medical Leave Act (FMLA) and where applicable, state, family, and medical leave laws. The following summarized your rights under the FMLA.

1. Types of Absences Covered.

Under the FMLA, you may within a 12-month period, take up to 12 weeks of unpaid leave of absence for:

- a. The birth of your child;
- b. Care for your newborn child (birth–12 months of age);
- c. Placement of a child with you for adoption or foster care;
- d. The serious health condition of your parent, child, or spouse which requires care provided by you; or
- e. Your own serious health condition causing you to be unable to perform your job.

2. Serious Health Condition Defined.

Serious health condition is defined as any injury, illness, or impairment that involves:

- a. Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility;

- b. Continuing treatment by a health care provider which includes:

- 1) A period of incapacity for a period of three or more consecutive calendar days;
- 2) Requires two or more treatments (visits) to the health care provider;
- 3) Requires at least one visit to the health care provider followed by a regimen of continuing treatment under the supervision of the health care provider.

3. Chronic Conditions.

Chronic conditions also are covered by the FMLA. Chronic conditions are defined as a condition which:

- a. Requires periodic visits for treatment by a health care provider;
- b. Continues over an extended period of time;
- c. May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).

4. Eligibility for FMLA.

To be eligible for FMLA leave, you must have worked for us for at least 12 months and must have worked at least 1,250 hours in the 12 months preceding your request for FMLA leave.

5. Length of Leave.

Under the FMLA, you are entitled to leave as long as a physician (or other legally qualified health care provider) certifies that your condition (or the condition of your family member) necessitates your absence up to a maximum total of 12 weeks within a 12-month period. These 12 weeks include any paid time (e.g. short-term disability or Workers' Compensation) taken while on FMLA.

6. Intermittent Leave.

If you or your family member's condition requires only periodic treatment (e.g., chemotherapy or dialysis), you may request FMLA leave on an intermittent basis. Intermittent leave can be taken in hourly increments and will be counted toward the 12-week allotment in the increments taken.

7. 12-Month Period Defined.

The 12-month period for FMLA eligibility begins with the date of first absence qualifying for FMLA leave. How much FMLA leave you are entitled to depends on how much time you have taken during the 12-month period prior to your request for leave. This time period is a rolling year which changes every time you

take a leave. For example, if you take four weeks FMLA leave beginning September 1, 2000, and then take another four weeks beginning January 1, 2001 (total eight weeks), you would have only four weeks FMLA leave allotment available until September 1, 2001.

8. Benefits Continuation While on FMLA Leave.

While on FMLA leave, your health care benefits, if any, will continue as if you are actively working up to a maximum of 12 weeks. However, payment of insurance premiums that you paid while actively working will be solely your responsibility. You must continue to pay your share of the premium cost for health care benefits during your leave. Failure to pay insurance premiums by the due date could result in loss of coverage. Likewise, payment of premiums with a check returned for insufficient funds could also result in loss of coverage. If you do not return to work at the end of the 12-week FMLA period, you may continue health care coverage under COBRA. If you do not return to work when you are able or if you return to work and do not work for at least 30 days after an FMLA leave, you will be billed for health care premiums paid by the Company while you were on leave.

9. Leave Request.

When foreseeable (e.g. for childbirth or elective surgery), you are required to give at least 30 days advance written notice prior to taking a leave. Unforeseeable circumstances do not require 30 days advance notice. In such case, you must give notice as soon as practical. Failure to give timely notice may affect your ability to take leave as requested. The FMLA Coordinator at 800-825-3832 should be notified as soon as you are aware that FMLA leave is appropriate for your situation. You will be provided with FMLA Leave Request and Physician's Certification forms to be completed. Your leave (and 12-week allotment) may commence from the first date of absence for the covered situation regardless of when you formally request FMLA leave. The Company reserves the right to designate FMLA for you when appropriate.

10. Return to Work.

You are expected to return to work when released by your health care provider (or when your family member is released). Failure to return to work when released by your health care provider or your family

member's health care provider will be considered a voluntary resignation.

If you take leave for your own serious health condition, you may be required to provide certification from your health care provider of your fitness to return to work. If you return to work within 12 weeks, you will be returned to the same or a substantially similar position. Substantially similar position is defined as a job of similar job duties, job classification, work hours, location or comparable commute, and salary as that which you held at the time you went out on leave. If you do not qualify for medical leave or do not return to work after the 12 weeks of FMLA leave, benefits may be continued under your COBRA rights which will be communicated to you by the Company in accordance with COBRA laws.

XIII. ACCIDENTS/ON-THE-JOB INJURIES

We hope you never have an on-the-job injury, but in the event you do, please follow these procedures:

- Should any injury occur within normal business hours and the injury is not of an urgent nature, immediately contact the Company's Workers' Compensation department at (877) 812-4852. We will then take a First Report of Injury for filing with our insurance carrier and will direct you to a medical facility for treatment, if appropriate.
- Should your injury occur after hours and/or your injury is of an urgent nature, please go to the nearest emergency room or walk-in clinic and report the injury to us no later than the morning of the next business day.

Any injuries resulting in lost time from work will require documentation from your physician: a) verifying your inability to attend work on the days of your absence, and b) releasing and authorizing you to return to work and noting any accommodations you might require.

XIV. BENEFITS

The benefits provided through the Client to whom you are assigned will be communicated to you separately.

XV. CONFIDENTIALITY

It is likely that your work assignments may involve work of a confidential nature. In some or all of its aspects, your work may involve contact with trade

secrets and confidential information of the Company, or trade secrets and confidential information that has been entrusted to you or the Company by the Company's Clients or their customers. You are expected to protect the interests of the Company and the Company's Clients and their customers by not disclosing to outsiders any information that constitutes a trade secret or other proprietary information of the Company or of the Company's Clients or of their customers. Information which may be considered to be trade secrets, confidential, or proprietary includes, but is not limited to:

- a. Financial data (of our Company, or our Clients, or our Client's customers).
- b. Salaries of other employees;
- c. Marketing strategies;
- d. Any information that may be used by competitors against us, or our Clients, or their customers;
- e. Any information that will or could provide any advantage or assistance to the Company's competitors or our Clients' customers' competitors, including intellectual property.

As a condition of employment, you agree that you will not, except as required in the conduct of the Company's or the Client's businesses or as authorized in writing by the Company or Client, publish or disclose, either during your term of employment or any time thereafter, any trade secret or confidential information relating to the Company's or the Client's businesses that you may in any way acquire by reason of your employment by the Company or assignment to its Clients, including the identity of current and prospective Company Clients or their customers. You also agree to sign such documents that a Client may reasonably request you sign to protect Client's intellectual property rights.

You are expected to respect the confidence placed in the Company by the Company's Clients and their customers. The professional relationship among each Client, Client's customers, and the Company requires that there be no disclosure of information about the internal affairs of any party to others. This includes responses to inquiries from salespeople, the press, contractors, other companies, or the public. Should anyone make inquiries about our relationship with, or the internal affairs of a Client or Client's customer, immediately report the inquiry to your supervisor.

XVI. PRESENTATIONS

To further protect the interests of the Company and its Clients, you must secure permission from your supervisor before making a public presentation as a representative of the Company or a Client.

XVII. CODE OF ETHICS AND BUSINESS CONDUCT

The Company has adopted a Code of Ethics and Business Conduct (the *Code*). The *Code* outlines a variety of situations that employees must avoid, including conflicts of interest, fraud, acceptance of improper gifts or kickbacks, making political contributions in TLC's name, and participating in questionable accounting practices. In addition to what is outlined in the Code, all employees are encouraged to use sound, moral judgment about what constitutes proper behavior.

1. Reporting Actual or Potential Conflicts.

If a conflict or potential conflict arises, you have an obligation to report it immediately to your supervisor, your supervisor's manager, Employee Resource Specialist, or TLC's General Counsel at 763-585-7000. You may also report violations through a toll free, independently operated confidential Hotline Number: **1-866-852-8750**. Each situation will be reviewed on a case-by-case basis. Any such discussion will be held in confidence to the extent possible in a spirit of cooperation.

2. Copies of the Code.

You may obtain a copy of the *Code* by calling TLC's Legal Department at 763-585-7000.

TO ACKNOWLEDGE RECEIPT OF TLC EMPLOYEE HANDBOOK

Please sign below. Print your name, enter the last four (4) digits of your Social Security Number, and the current date.

This Acknowledgement is to certify that I have read this Employee Handbook and am familiar with its contents. I understand it is not a binding contract between the Company and me, but rather a set of guidelines for the implementation of the Company's personnel policies. I understand that the Company may modify any of the provisions of this Handbook at any time, and I also understand that notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis. Because I am an at-will employee, my employment may be terminated at any time, either by me or by the Company, with or without cause. I also understand that no one, other than the President of the Company, has any authority to enter into any agreement for employment for any specific period of time or to make any agreement contrary to the foregoing. I have also thoroughly read and understand the Company's Substance Abuse Policy and Sexual and other Harassment Policies; and I agree, without reservation, to abide by those Policies. I also understand that if I ever have a question regarding any of the provisions in this Handbook, I will contact TLC's Employee Resource Specialist at 1-800-825-3832.

Employee's Signature

Date

Employee's Name (PLEASE PRINT)

Last 4 digits of Social Security Number

MAIL OR FAX SIGNED ACKNOWLEDGEMENT TO:

Address: TLC Companies
325 South Calumet Road, Suite 1
Chesterton, IN 46304
Attn: Personnel Compliance Department

Fax: 877-820-4852

