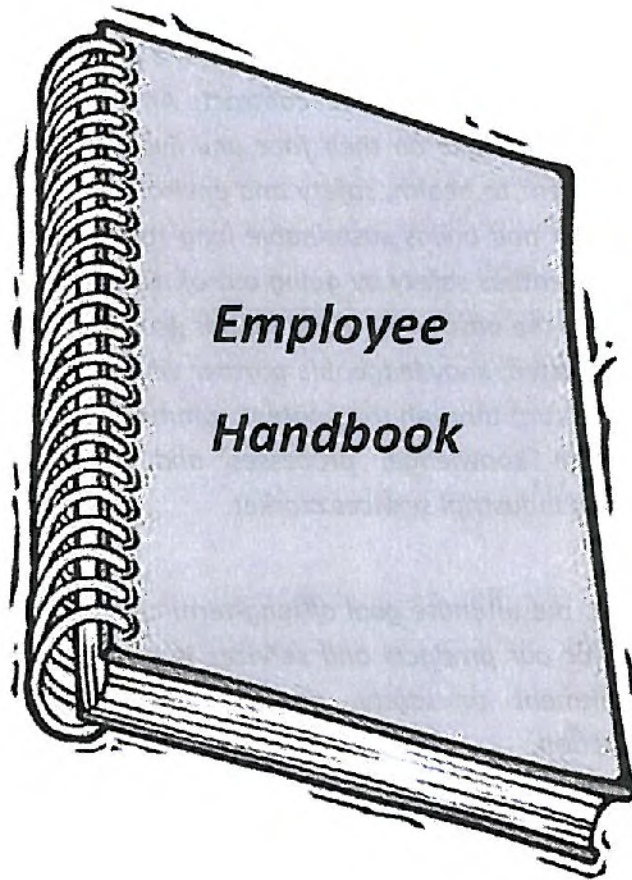


The logo for ENVIROSYSTEMS features a stylized green leaf icon above the word "ENVIRO" in a bold, green, sans-serif font. The word "SYSTEMS" is in a black, sans-serif font. The entire logo is centered at the top of the page.

ENVIROSYSTEMS



January 1, 2016

We welcome you to our Company!

EnviroSystems USA, Inc. is the parent company with VisTec Industrial Services Inc., Mattawa Industrial Services (USA) Inc. and Amazon Environmental as subsidiary companies. Throughout this handbook, you will see references to the Company. The Company refers the parent company and its subsidiaries.

Our mission is simple. We are a company that possesses an unwavering commitment to SAFETY, INNOVATION, SERVICE and our EMPLOYEES.

An employee at the Company can be characterized as a person that is driven by an unwavering commitment to excellence. A deeply-rooted belief in being professional, coupled with a high sense of urgency is the driving force for their willingness to go the extra mile, offering more and better services and solutions at every opportunity.

This individual's promises are as good as gold – a firm handshake is the same to this individual as a signed contract. An enthusiastic spirit is reflected by the broad smile on their face and liveliness in their step. A balanced commitment to health, safety and environmental management fosters mutual trust and builds sustainable long term relationships. This person lives and breathes safety by going out of his or her way to insure every job is done in the absolutely safest manor possible. Our clients view this person as a trusted, knowledgeable partner who helps them be more successful at every turn through transparent communication of the latest, most up to date knowledge, processes and equipment for the Environmental and Industrial services market.

To this individual, the ultimate goal of long-term customer brand loyalty and preference for our products and services is a direct result of their personal commitment to safety, professionalism, hard work, and customer satisfaction.

We have tremendous confidence in our team. Welcome to the team, we look forward to your contributions.

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Handbook - Policy Overviews

The policy overviews outlined in this handbook are guidelines for all employees. They are not intended to confer contractual rights of any kind upon any employee, or to create contractual obligations of any kind for our Company. **Detailed policies, procedures/practices can be found in the Administrative Manual and/or our Health and Safety Policies and Procedures.**

It is important for employees to understand that the Company may revise or delete any policy or procedure in this Handbook at any time or without notice to affected employees.

This handbook does not outline all the state specific rules, but we will adhere to those rules. If you have a question about a rule in your state, please talk to your supervisor.

The policies contained in this Handbook supersede all past manuals, procedures, understandings, standards or any verbal or written policies that have been distributed on behalf of the Company. If an employee thinks that he or she has been told something that is inconsistent with this Handbook, he or she should immediately discuss it with their supervisor so that any discrepancy or misunderstanding may be resolved.

If you have an Employment Agreement with the Company please refer to that agreement for the terms of your employment relationship with the Company.

Employment

Employment Applications

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Personnel Data Changes

It is the responsibility of each employee to notify their supervisor of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency

Employment at Will

Unless you are under the terms of an Employment Agreement with the Company you enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, the Company is free to conclude its relationship with any employee at any time for any reason or no reason. This relationship is called "at-will."

Non-Discrimination Policy

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, or disability.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

Equal Opportunity Policy

The Company provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status, or any other category protected by federal, state, and local laws. This policy applies to, unless you are under the terms of an Employment Agreement that specifies otherwise, all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, and training. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Immigration

The Company employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years or if their previous I-9 is no longer retained or valid.

Employees Defined

An employee of the Company is a person who regularly works on a wage or salary basis. "Employees" may include exempt, non-exempt full-time or part-time, and temporary persons, and others employed with who are subject to the control and direction of the Company in the performance of their duties.

An **Exempt** employee is an employee that is excluded (exempt) from the overtime earning provisions of the Fair Labor Standards Act (FLSA) and are considered Salary employees.

A **Non-Exempt** employee is an employee that is typically compensated for all hours (hourly employees) worked. Hours worked are tracked on a time card/sheet that is supplied by the Company. Some Non-Exempt (hourly) employees working for the Company fall under the Motor Carrier Exemption Rule with regard to payment of overtime. Time may be compensated for at a mileage rate based on CDL approval level, shop time rate, etc. and will be determined by your immediate supervisor at the time of hire and the rate will be communicated to each employee.

Full-Time Employees are regularly scheduled to work 30 or more hours per week. Generally full-time employees are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time Employees are regularly scheduled to work less than 30 hours per week and generally are not eligible for the Company's benefit package, other than the 401k plan.

Temporary Employees work for limited defined periods whether full-time or part-time and are not eligible for any Company benefit or rewards programs other than the 401k plan.

Paydays (exempt & non-exempt)

Employees are paid **weekly** or **bi-weekly** (every two weeks), depending on the Company's payroll plan. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the next

day of operation. The Company encourages employees to use the Direct Deposit method to receive their paychecks.

Termination

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

- **Resignation** – voluntary employment termination initiated by an employee
- **Involuntary Termination** – involuntary employment termination initiated by the company
- **Layoff** – involuntary employment termination initiated by the company for non-disciplinary reasons

Any employee who terminates employment with the Company shall return all files, records, keys, and any other materials that are the property of the Company. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to the Company will be deducted from the employee's final check. Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

Voluntary Termination

We will consider you to have voluntarily terminated your employment with the Company if you elect to resign, fail to return to work from an approved leave of absence, or fail to report for work without notice for three (3) consecutive days. If you choose to resign your position, please notify your immediate supervisor. It is common professional business practice that you give your supervisor **two weeks' notice in writing** so that an orderly transition can be planned. Your exit process will include an **exit meeting with your supervisor**, and the return of all company equipment and property.

Involuntary Termination

Your employment may be terminated involuntarily with or without notice. Generally, the reasons for involuntary termination of employment may include but are not limited to: failure to meet performance standards, unacceptable or intolerable behavior including but not limited to examples of such conduct described in this Handbook, and termination of employment due to reorganization, economics, or lack of work. However, because employment is at-will, both you and the Company have the right to terminate the employment relationship for any reason or for no reason.

Exit Meeting

If you leave the Company, we may ask you to participate in an exit meeting. This meeting is intended to give you the opportunity to communicate your views regarding your work and to learn what you would recommend to improve the work environment.

Employee Discipline

The Company may discipline any employee whose performance is unsatisfactory or whose attitude or other conduct related to job performance is unacceptable or has a detrimental effect on the Company or its goals. As an at-will employer, Company management may choose to initiate whatever disciplinary action it deems appropriate, up to and including immediate termination, depending upon the facts and circumstances involved in each situation. Employee discipline may take any of the following forms, but this list is not exhaustive:

Performance Improvement Plan (PIP) - Written Warning

A Performance Improvement Plan is a statement of performance deficiencies or other problems that normally describes the corrective action or improvement to be made by the employee and the time frame within which it is to be made. The object of performance counseling is improved performance by the employee. The employee will be asked to sign the written warning (PIP) to acknowledge receipt.

Suspension

It may be appropriate to suspend an employee with or without pay, pending investigation into allegations of misconduct or other infractions. A suspension occurs when an employee is temporarily relieved from work for a period of time. The employee must leave the Company premises and not return during the suspension period.

Discharge

Discharge is termination of the employment relationship because of unsatisfactory performance or conduct. Any of these steps may be utilized at any time, as the Company deems appropriate.

Health and Safety Management System

The Company will follow the Health and Safety Management Progressive Discipline guide for disciplinary actions that fall within the Health and Safety Management programs.

Standards of Ethical Behavior

Conflict of Interest

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of the Company. You must avoid any situation in which your loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist.

Examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Company
- Owning or having a significant financial interest in, or other relationship with, a Company competitor, customer or supplier
- Accepting gifts, entertainment or other benefit of more than a nominal value from a Company competitor, customer or supplier

Anyone with a conflict of interest must disclose it to management.

Administrative Manual

The administrative manual contains key workplace policies and forms. Below is a partial list – this is a work in progress.

Policies:

- Computer & Computer Systems Policy
- Harassment in the Workplace Policy
- General Fleet Policy
- Safety Footwear Reimbursement Policy
- Cell Phone Mobile Device Policy
- Expense and Travel Policy
- Distracted Driver Policy

Forms:

- Cell Phone Request Form
- Vehicle / Equipment Reimbursement Request Form
- Safety Footwear Reimbursement Request Form
- Employee Personal Data Form

Environment**Workplace Safety and Security**

Please refer to your **Health & Safety Policies**. If you have questions, please ask your supervisor for guidance.

Substance Abuse

All employees must abide by the Substance Abuse Policy given to all new employees and found in the **Administrative Manual**. It is the Company's policy not to employ persons who use illegal drugs or abuse alcohol. Accordingly, the Company shall have the right to require an employee to submit to testing for drug and/or alcohol use as a continuing condition of employment as the Company deems necessary to the safe and efficient operation of the program/government requirements. Questions regarding this policy should be directed to your supervisor.

Smoke Free Work Environment

To provide a healthy work environment, smoking is not allowed within any company building or vehicle.

Confidentiality & Security**Confidentiality Agreement**

Information that pertains to the Company's business, including all nonpublic information concerning the Company, its vendors and suppliers, is strictly confidential and must not be given to people who are not employed by the Company.

Please help protect confidential information - which may include, for example, trade secrets, customer lists and company financial information - by taking the following precautionary measures:

1. Discuss work matters only with other Company employees who have a specific business reason to know or have access to such information.
2. Do not discuss work matters in public places.
3. Monitor and supervise visitors to insure that they do not have access to Company information.
4. Destroy hard copies of documents containing confidential information that is not filed or archived.
5. Secure confidential information in desk drawers and cabinets at the end of every business day.

Your cooperation is particularly important because of our obligation to protect the security of our clients' and our own confidential information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult your supervisor.

Standard of Conduct

The work rules and standards of conduct for our Company are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of telephones, or other company-owned equipment;
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies;
- Unsatisfactory performance or conduct; and
- Horseplay, practical jokes or other conduct that may endanger or disrupt anyone on our premises

Sexual and Other Harassment

We are committed to providing a workplace that is free of discrimination, harassment, and related inappropriate conduct. Such conduct is strictly prohibited and will not be tolerated. In keeping with this policy and with our policy on Equal Employment Opportunity, **we strictly prohibit discrimination or harassment of any kind** including discrimination, harassment, or other inappropriate conduct that is based on race, color, age, religion, creed, sex, national origin, ancestry, marital status, physical or mental disability, pregnancy, sexual orientation, citizenship status, veteran status, or any other characteristic protected under federal or state law, or local ordinance (collectively, "Protected Characteristics)." Any employee engaging in prohibited conduct will be subject to disciplinary action up to and including termination of employment. Detailed information on this policy can be found in the **Administration Manual**.

Work Hours and Time Off

Punctuality, Attendance, and Recording Time Worked

Your guide to punctuality & attendance and recording your time worked can be found in the **Company Administrative Manual**.

Overtime and/or "other" Compensation

Overtime compensation is paid to non-exempt employees in accordance with state and federal wage and hour restrictions. The overtime rate is one and one-half times the employee's regular rate of pay and is payable for all hours worked after 8 per day and after 40 regular hours of work in a work week.

The following are **not** considered when calculating overtime pay: time off for vacation, sick time, holidays, on-call off duty time or any leave of absence.

If a non-exempt employee that is eligible for Holiday Pay works on a Company Holiday they will receive 8 hours of Holiday pay in addition to their hours worked and any applicable overtime pay for that day.

The Company's 7 day work week begins each Sunday morning at 12:00 AM and ends the next Saturday night at 11:59 PM, if an employee is on overtime Saturday at 11:59 PM that will continue until there is an 8 hour scheduled break.

Vacation

Both full and part-time employees are eligible to use vacation **after completing 90 days of continuous service**. **Only earned (accrued) vacation may be taken. See chart below for accrual amounts.**

The purpose of vacation is to provide employees with the flexible paid time off from work that can be used for such needs as **vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities** of the employee's choice. The Company's goal is to reduce **unscheduled absences**; therefore, a **Vacation/Absence form** should be completed and approved by your supervisor prior to taking time off. If you are unable to seek prior approval, you must call and email your supervisor as soon as possible.

The amount of vacation you receive is based on your years of service with the Company. Employee's eligible for vacation whose regular work schedule is less than 40 hours per week will receive vacation time on a prorated schedule.

Length of Service	Accrual/Year	Bi-Weekly Accrual	Weekly Accrual
0 - 3 years	2 weeks (10 days)	3.077 hours	1.538
4 - 9 years	3 weeks (15 days)	4.6154 hours	2.307
10-19 years	4 weeks (20 days)	6.154 hours	3.076
20 + years	5 weeks (25 days)	7.6924 hours	3.846

Requesting Vacation

Vacation must be recorded on the Vacation/Absence form and submitted to your supervisor for approval and processing.

Accruing Vacation

Vacation is accrued on per pay period basis, i.e. if you are paid weekly then it will accrue on a weekly basis, if you are paid bi-weekly then it will accrue on a bi-weekly basis, etc. Vacation accrued will be prorated based on hire date. Vacation is increased when you meet the length of service milestone. You may accrue up to 160 hours of vacation at which time your accrual will be capped. You will accrue no additional vacation until you take vacation and bring your balance below the cap.

Sick Leave

A full-time hourly employee is eligible for sick leave **after completing 90 days of continuous service**. Full-time employees will be compensated for sick days per the following based on years of service (during your first year of employment, your sick time allowance will be pro-rated based on your start date):

Length of Service	Sick Time Per Year
0 - 5 years	2 days (min 4 hrs at a time)
5 yrs & 1 day – 10 years	3 days (min 4 hrs at a time)
10 yrs & 1 day and over	5 days (min 4 hrs at a time)

You may use your sick leave if you are sick, for your medical and dental appointments, to care for a sick child, spouse or other relative based on State mandates, there is a 4 hour minimum for usage. On the first day of a non-planned absence, call your supervisor to explain why you are not coming in and how long you expect to be out. For sick time absences greater than three (3) days a notice from your doctor is required to be submitted to your supervisor. Sick time hours do not carry over from year to year.

Bereavement Leave

The Company offers bereavement leave to fulltime employees. This leave is to provide a time for mourning after the loss of an immediate family member. The employee's immediate supervisor should be notified to authorize the bereavement leave. An eligible employee may take up to five (5) days of paid leave for a death in the immediate family. The days of bereavement leave required need not be consecutive.

The following relationships are considered members of the immediate family (includes foster/step/in law):

- Up to five days with pay upon the death of a husband, wife, domestic partner, mother, father, son or daughter, grandchild, grandparent, uncle, aunt, sister, or brother

If circumstances require that you take more than five (5) days, speak with your supervisor.

Holidays

The Company provides eleven (11) paid holidays throughout the year for fulltime employees. The exact dates are established at the beginning of the year and published on the Company Holiday Calendar. Holidays are as follows:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Two floating holidays to be determined by the Company

Leave of Absence (LOA)

Eligibility

Employees who meet the following criteria are eligible for a leave of absence of 12 weeks per calendar year.

Employees must:

- Employees hired January 1, 2014 and forward must complete 12 months of service
- Have worked at least 1250 hours during the previous 12 months

Eligible employees are entitled to a leave of absence for one or more of the following reasons:

- For the birth and care of a newborn child of the employee
- For the placement with the employee of a son or daughter for adoption or foster care
- To take medical leave when the employee is unable to work because of a serious health condition;
- The employee is needed to care for their spouse, son, daughter, or parent with a serious health condition;

- Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves;
- Because the employee's spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness.

Length of Leave

An eligible employee is entitled to 12 weeks of leave beginning on the first date the LOA is taken; the next 12 month period would begin the first time LOA is taken after completion of any previous 12 month period.

Notification/Certification Requirements

Employees are required to provide the Company with 30 days advance notice of the need to take a LOA when the need is foreseeable and such notice is practicable. If the leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the Company as soon as practicable under the facts and circumstances of the particular case. In addition, the Company requires employees to submit a Health Care Provider certification of the employee or employee's family member's serious health condition.

Payment for Leave

LOA is unpaid leave. However, the Company requires the employee to take their eligible paid leave. Workers' compensation, short-term disability pay if applicable, accrued vacation will run concurrent with the LOA. Where paid leave is substituted for LOA, your leave will count against both the paid leave available to you and the 12 weeks of unpaid leave available under the Leave of Absence (LOA) policy. Vacation time will not accrue while on LOA.

Insurance Premiums

Employees on a LOA must continue to make their monthly premium for insurance programs they are enrolled.

Fitness-For-Duty Certifications

You may be asked to present a fitness-for-duty certificate to be restored to employment. If the certification is requested and is not timely received, your return to work may be delayed until the certification is provided. Employment with the Company shall end if the employee does not return from leave after the 12-week period. Based on the insurance provider's policy, employees who are on an insurance approved short-term disability plan will continue to be paid through the insurance company when a leave extends past 12 weeks. Employees, who have purchased Long Term Disability insurance, may be eligible to continue their benefit generally up to age 65.

Jury Duty

If you are a fulltime employee and are called for jury duty or to testify as a witness, let your supervisor know immediately. The Company will provide up to ten days of paid leave for jury duty or other court appearances compelled by subpoena or similar court processes during every calendar year. You are expected to report to work during hours when you are not required in court. Time off in excess of ten days in a calendar year for jury duty, voluntary witness appearance or compulsory court appearances will be unpaid or you may use available vacation time. The pay you receive for jury duty will not be deducted from your normal company pay.

Military Leave of Absence

It is the policy of the Company to observe the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Pay during leave

For up to two weeks of training or active duty per year, the Company will pay the employee the difference between his or her regular salary and military pay. If the military pay exceeds the employee's salary, he or she is entitled to the whole amount of the military pay. To receive reimbursement, contact your supervisor. Employees may use unused, accrued Vacation Time to extend their military leave to earn both normal salary and military pay. Employees will not continue to receive their salary for military leave of absences that exceed two weeks in duration.

Military Leave 401(k)

The employee will be allowed to contribute to the 401(k) plan any amount that would have been contributed had they not been absent. Upon reemployment, the employee will have 3 times their length of service (not to exceed 5 years) to make payments to the 401(k) plan, unless the employee terminates during that period of time.

Voting

Voting is encouraged, however, given the nature of our operation; we encourage you to vote before or after your scheduled shift.

Travel, Vehicle, and Expense Reporting Process

The **Administrative Manual** provides detailed information on travel and the expense reporting process. All questions should be directed to your supervisor.

Handbook Acknowledgement and Agreement

The Employee Handbook is designed to help you understand our company policies and procedures. The Handbook is intended as a guide only, and does not constitute a contract of employment. Employment with the Company is for no specified term, and may be terminated by the Company or by you at any time with or without cause. In addition, the Company may modify or alter your position through actions other than termination, such as demotion, transfer or reclassification, and can exercise its managerial discretion in imposing discipline short of termination when, at its sole discretion, it deems appropriate. With the exception of the at-will employment policy, the policies in this Handbook are subject to change, addition or deletion at any time, with or without notice to affected employees.

You are expected to read and become familiar with these policies and procedures.

Please acknowledge your receipt of the Handbook by signing below.

I have received the Company Employee Handbook. I have read (or will read) the Handbook and agree to abide by the policies and procedures contained in the Handbook. I understand that my employment with the Company is for no specified term, and may be terminated by the Company or by me at any time with or without cause. I also understand that the Company may modify or alter my position, with or without cause or prior notice, through actions other than termination, such as demotion, transfer or reclassification, and can exercise its managerial discretion in imposing discipline short of termination when, at its sole discretion, it deems appropriate. This version of the Employee Handbook supersedes all previous handbooks, policies and memoranda that may be in circulation.

Date: _____

Employee Name: _____

Employee Signature: _____

Please return the Handbook Receipt & Acknowledgement within seven (7) days of your receipt of the Employee Handbook to your supervisor or office administrative assistant.