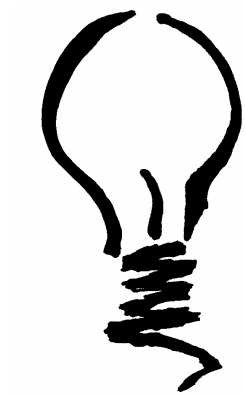


MINDBANK



Employee Handbook

Issue Date June 2004

This issue of the Mindbank Consulting Group Employee Handbook supersedes all others.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the Mindbank Employee Handbook, which provides general information about some of Mindbank's benefits and the highlights of rules and policies under which Mindbank operates. I recognize that Mindbank could not explain every Mindbank policy, rule or benefit in this Handbook, and that it should be considered no more than a general summary of Mindbank's benefits and policies. I understand that it is my responsibility to review the Handbook and to familiarize myself with the policies and procedures contained in the Handbook and that I should consult the Human Resources Director regarding any questions not answered in the Handbook.

In addition, I understand and agree that:

1. Mindbank may implement additional information, guidelines, policies and procedures with or without notice and that I will be required to read and understand them.
2. The Handbook is not an employment agreement or guarantee of employment for any definite period of time and no one is authorized to make any such agreements or guarantees regarding my employment, unless they are in writing and signed by the President or Vice President of Administration of Mindbank.
3. I am an "at-will" employee, which means that either Mindbank or I may terminate the employment relationship for any reason or for no reason, at any time.
4. My status as an at-will employee can only be changed through a written agreement duly authorized and signed by the President of Mindbank.
5. No officer, employee or agent of Mindbank has made to me any statements, agreements, promises, representations, agreements or understandings of any kind inconsistent with the contents of this acknowledgement form.
6. My signature of acknowledgment on this form does not constitute in any way either an express or an implied contract of employment.
7. I agree to return this Handbook to Mindbank's Human Resources Director upon termination of my employment at Mindbank.
8. I agree if I do not return this form to Mindbank's Human Resources Director within ten days after my employment date or the handbook issue date, I shall be deemed to have acknowledged receipt of a copy of the Mindbank Employee Handbook and to have access to all of the provisions of this form.

Employee's Signature

Date

Employee's Name (Typed or Printed)

Please Sign and Return to the Human Resources Department.

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1.1 WELCOME MESSAGE

Welcome to the Mindbank staff. We hope you will find your assignments both interesting and rewarding.

This document attempts to answer some of the typical questions that everyone seems to have when starting employment in a new organization. While some of the topics may be self-explanatory, you should read the handbook thoroughly as some items are quite important to assisting you in a successful start-up at Mindbank.

Finally, a few words about the business we are in which is the *service* business. This implies a *great deal*. It means that we make our living by providing *world class service* to our clients. If you have not been in the service industry before, this might represent a change in attitude and thinking. You might want to think about the many ways that *you* can provide such service, and about how people have impressed you in providing outstanding service.

Again, welcome to Mindbank! Feel free to contact your manager or the Human Resources Director with any questions or comments you may have about your job and Mindbank.

1.2 IMPORTANT INFORMATION ABOUT THIS HANDBOOK

Mindbank has prepared this Employee Handbook to provide general information about some of our benefits and the highlights of rules and policies under which Mindbank operates. Obviously, we could not explain every Mindbank policy, rule or benefit in this Handbook; consequently, its provisions should be considered no more than general summaries of Mindbank's benefits and policies. No one, except the President and Vice President of Administration, has the authority to waive any of the provisions of this Handbook or to make representations contrary to the provisions of this Handbook.

Apart from the policy of at-will employment and those policies or benefits required by law, Mindbank may unilaterally, at its discretion, amend, supplement, modify, or eliminate one or more of the benefits, work rules or policies described in this Handbook or any other employment benefits, work rules, or policies, without prior notice.

This Handbook does not constitute a guarantee that your employment will continue for any specified period of time or end only under certain conditions. Your employment relationship with Mindbank is "at will", and nothing in the Handbook constitutes an expressed or implied contract of employment. While we hope to have a long and mutually beneficial working relationship, as an at-will employee, you have the right to terminate your employment relationship at any time for any or no reason, regardless of anything that appears in this Handbook or any other Mindbank publication, policy or statement, and Mindbank reserves the right to do the same.

No one at Mindbank has the authority to enter into an employment contract or agreement on behalf of Mindbank, except the President, and any such contract must be in writing and signed by the President of Mindbank or Vice President of Administration, in order to be enforceable.

If you have any questions as to the interpretation or application of specific sections of this Handbook or any matters not included in this Handbook, you should consult the Human Resources Director, who is available to help you understand the Handbook.

This Handbook replaces and supersedes all (i) prior policies or procedures as to subjects addressed in this Handbook, (ii) earlier Mindbank employee handbooks, (iii) memoranda and oral descriptions of the terms and duration, status and conditions of employment, except those signed in writing by the President of Mindbank or Vice President of Administration. To avoid any confusion, please return any old employee handbooks you may have to Human Resources.

IMPORTANT:

This Handbook does not represent a contract of employment, or a contract or promise of any kind, but rather serves as a guideline.

Please read this Handbook carefully and acknowledge such by signing the last page and returning it to the Human Resources Department within 10 days of receipt.

You must return this Handbook to Mindbank's Human Resources Department upon termination of employment.

2.1 NON-DISCRIMINATION POLICY

Statement of Philosophy and Equal Employment Opportunity:

Mindbank is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. At Mindbank all decisions related to employment are made without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, U.S. veteran status, or any other classifications, activities, or conditions protected by applicable state, federal or local law. Mindbank's equal employment opportunity commitment applies to all terms and conditions of employment, including hiring, benefits, compensation, working conditions, promotion, demotion, transfer, training, and termination.

Mindbank will make every effort to reasonably accommodate all qualified applicants and employees with special needs, in compliance with the law. Reasonable accommodations are available for employees with a physical or other disability recognized by law that may require a workplace accommodation, and for employees with a particular need due to their religious beliefs or other legitimate reason. To request such an accommodation, notify your supervisor or manager, or contact the Human Resources department.

If you think you have been discriminated against at Mindbank on the basis of a protected status, you should report the issue as set forth below in the complaint procedure, so that an investigation can be conducted and appropriate action taken. Mindbank will not tolerate any type of retaliation against an employee who raises a complaint concerning possible workplace discrimination. You are encouraged to raise any such concerns or complaints without fear of retaliation.

Complaint Procedure:

Mindbank encourages reporting of all incidents of discrimination regardless of who the offender may be. If you believe that you or other employees have been subjected to discrimination you should report the situation to your supervisor or, if you feel it would be inappropriate to do that, you may contact the Human Resources Director or the Vice President of Administration. Although Mindbank recognizes that an officer or employee may initially feel more comfortable approaching his or her supervisor regarding possible breach of this policy, it is hereby understood that only the Human Resources Director or the Vice President of Administration, represent the officially recognized authority within Mindbank before whom a complaint of discrimination can be registered and acted upon.

The Human Resources Director and/or the Vice President of Administration will conduct an impartial and confidential investigation. You are required to cooperate in an investigation. A timely resolution of each complaint is to be reached and communicated to the parties involved.

Disciplinary Action:

Any individual who is found to have engaged in discrimination or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination.

2.2 HARASSMENT-FREE WORKPLACE

Sexual and Other Unlawful Harassment Policy Statement

Harassment of applicants and employees on the basis of race, color, religion, sex, sexual orientation, national origin, age, marital status, or disability, including sexual harassment, (all as defined and protected by applicable law) is unacceptable and will not be tolerated. Mindbank is strongly committed to maintaining a workplace free of impermissible harassment or intimidation, including sexual harassment.

1. Sexual Harassment

Sexual harassment has been defined generally as including unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile or offensive working environment.

No employee or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.

Sexual harassment is not limited to demands for sexual favors. It also may include such actions as: (1) sex-oriented verbal "kidding," "teasing" or jokes; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) inappropriate physical contact.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature, or consensual personal and social relationships without a discriminatory employment effect. It refers to behavior that is not welcome and that is personally intimidating, hostile, or offensive.

2. General Harassment

Harassment on other grounds, including race, color, religion, national origin, age, marital status, or disability is also prohibited. Prohibited harassment may include, but is not limited to, epithets, slurs, derogatory comments or jokes, intimidation, negative stereotyping, threats, assault or any physical interference with the employee's normal work or movement, and other conduct that the individual might reasonably find to be offensive and which is directed at an individual employee, his/her relatives, friends or associates. Harassment may also include written or graphic material placed on walls, e-mail, bulletin boards or elsewhere on Mindbank's premises, or circulated in the workplace that denigrates, shows hostility or aversion towards an individual or group because of the characteristics identified above.

3. Harassment by Mindbank Customers or Suppliers

Mindbank recognizes that its employees have frequent contact with non-employees, such as customers and suppliers. Although Mindbank has no control over its customers' workplaces, and, therefore, is not responsible for any such harassment, accepting harassing behavior from customers, suppliers, etc. is not a condition of employment with Mindbank. Mindbank

employees should report to Mindbank management, as provided below, any harassment by Mindbank customers or suppliers.

Mindbank Encourages All Employees to Report Harassment of Any Kind

Mindbank encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome. However, Mindbank recognizes that when power and status disparities exist between the offender and the recipient of the offensive conduct a direct notification may not be a viable option. Consequently, such direct communication is not a requirement or prerequisite to reporting harassment. An employee who feels he/she has been harassed should contact the President, Vice President of Administration, Director of Human Resources, any Vice President, or any manager including his/her immediate manager. Any employee who believes he or she has been unlawfully harassed or discriminated against while employed at Mindbank may contact any of the above persons. Mindbank will conduct an impartial and confidential investigation; however, the person(s) named in the complaint will be notified of the nature of the complaint and from whom it was received. An employee can bypass an immediate supervisor who is alleged to have harassed or discriminated against that employee in reporting or registering the initial complaint with management. In other words, an employee is not required to report harassment or discrimination to his/her immediate supervisor; the employee can report the harassment or discrimination to any of the individuals listed above. Any immediate supervisor who is alleged to have harassed or discriminated against an employee at Mindbank will not be in charge of the investigation of the employee's complaint of harassment or discrimination conducted by Mindbank. Employees are required to cooperate in an investigation and to treat such investigations confidentially. A timely resolution of each complaint will be reached and communicated to the employee who complained. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited and will not be tolerated. A knowingly false complaint, however, may result in disciplinary action, including possible termination of employment.

Any employee, supervisor or manager who is found to have engaged in unlawful harassment of another employee, customer or supplier will be subject to disciplinary action, up to and including termination.

3.1 AT-WILL EMPLOYMENT

Mindbank believes at-will employment serves the best interests for you and for Mindbank. It is a voluntary relationship and nothing in this Handbook or any other Mindbank publication, policy, or statement constitutes an expressed or implied contract of employment. You are free to terminate your employment with Mindbank consistent with the terms of your Employment Agreement, and Mindbank has the right to terminate your employment at any time, with or without a reason.

Only authorized employees (the President or Vice President of Administration) of Mindbank can enter into an employment agreement for a specified period of time, or make any agreement or representations contrary to this policy. Further, any such agreement must be in writing. Mindbank's policy of at-will employment may be changed only in writing signed by one of the above authorized employees of Mindbank. Nothing in this Handbook or in any document or statement limits the right to terminate employment at-will.

Apart from the policy of at-will employment and those policies required by law, Mindbank may change its policies or practices at any time without further notice.

3.2 NEW HIRES

All offers of employment are contingent on verification of your United States employment eligibility. On your first day of employment you will be asked to provide original documents verifying your right to work in the United States and to sign a verification form required by federal law. If you at any time cannot verify your United States employment eligibility, Mindbank is obligated to terminate your employment.

You are an introductory employee for the first six months of employment. During this period, you will have an opportunity to learn your new position and see whether you enjoy your employment at Mindbank. Mindbank will use this period to take an initial look at performance, and determine your suitability for continued at-will employment.

Successful completion of your introductory period is not a guarantee of continued employment. Introductory periods may be extended at Mindbank's discretion.

As explained earlier, during your introductory period, and during the entire course of your employment, you are an at-will employee and Mindbank and the employee may still terminate the relationship at any time, for any reason, or for no reason.

3.3 OUTSIDE EMPLOYMENT

As a Mindbank employee, you are prohibited from accepting employment, either for pay or as a donation of your personal time, with a customer or competitor of Mindbank. You are also prohibited from conducting your own business, if it competes in any way with the sales of products or services Mindbank provides to its customers. As an employee of Mindbank, you have an obligation to provide your full time and attention to your work at Mindbank. Consequently, if your financial situation requires you to have part-time or full-time outside employment, or if you intend to engage in a business enterprise of your own, you must first obtain written approval from Mindbank prior to engaging in any such outside employment or business. Any such outside employment or business must not adversely affect or impair your ability to perform your work with Mindbank.

3.4 CONFIDENTIAL DATA

All Mindbank employees should be aware that the Company's operations, activities, and business affairs are confidential and must be treated as confidential. Employees are required to sign a Mindbank Employee Confidentiality Agreement upon hire. During the course of employment with Mindbank, you are likely to acquire confidential or proprietary information about the Company or its customers. You are required to handle such information in strict confidence and not to discuss it with anyone outside the Company, or with any employees of the Company who do not have a legitimate business reason and need to know the information. Employees are responsible for the security of all such information.

3.5 INVENTIONS, CREATIONS AND COMPUTER PROGRAMS

All inventions, improvements, ideas, designs, know-how, patents, and patent rights, that employees may invent, develop or improve during their employment with Mindbank, whether conceived by you alone or with other Mindbank employees are "works done for hire" and are the property of Mindbank. You must disclose and assign all proprietary rights to Mindbank. It will be presumed that such proprietary rights were developed in whole or in part on Mindbank's time; were developed using Mindbank's equipment, supplies, facilities or trade secrets; relate to Mindbank's business or activities or anticipated research or development activities; and, resulted from work you performed for Mindbank. Employees are required to sign a Mindbank Employee Confidentiality Agreement regarding patents, trademarks, copyrights and intellectual property upon hire. Nothing in this Handbook alters, amends or supersedes that Agreement.

3.6 DATING

You are required to follow Mindbank's policy on dating if you choose to become involved in a consensual romantic relationship with a coworker.

- Mindbank does not support or condone supervisors or managers dating a subordinate. Such relationships can be disruptive to the work environment, create a conflict or the appearance of a conflict of interest, lead to charges of favoritism, discrimination and/or claims of sexual harassment. If you are a supervisor and subordinate and would like to enter into such a consensual **romantic** relationship, you should consult the Human Resources Director and/or the Vice President of Administration who will explore with you transfer and/or resignation options.
- If you are in a consensual romantic relationship with a coworker (but the two of you are not supervisor/subordinate), each of you is expected to conduct yourself in a professional manner and to take steps to mitigate any problems associated with the relationship. **Mindbank will not interfere with your private life or your off-duty conduct unless such conduct has a negative impact upon the work environment.** If such a situation arises, Mindbank will take, at its discretion, appropriate action to protect Mindbank and its employees.

Failure to comply with this policy and/or a recommendation to resolve a conflict can result in discipline up to and including termination of employment.

4.1 EMPLOYMENT INFORMATION AND BACKGROUND CHECKS

Employment at Mindbank is contingent upon Mindbank receiving favorable results from a pre-employment drug screen and background check. Such background check may include, without limitation, verifying education and past employment, checking references, interviewing past and current employers, and obtaining reasons for termination of past employment. In addition, Mindbank may request information from sources that maintain driving records, credit history, criminal records, or civil matters. You may also be required to undergo additional drug screens and background checks as a condition of your assignment at a particular client site.

Any unfavorable findings from these drug screenings and background checks, or any refusal to submit to any of these screenings or background checks can result in refusal to hire or termination of employment.

Mindbank relies upon the accuracy of data presented throughout the hiring process and during employment. Consequently, discovery of any omissions, falsifications or misstatements on any documents used to secure or maintain employment at Mindbank may be grounds for rejection of your application and/or for discipline or immediate discharge, if employed with Mindbank, regardless of the time elapsed before such discovery.

4.2 PERSONNEL DATA CHANGES

It is your responsibility to notify the Human Resources Director promptly of any changes in personnel data, including changes related to your marital status, dependents, beneficiary designation, mailing address, telephone numbers, or any other information that would affect your employee benefits or our ability to quickly contact you or a designee in case of an emergency.

4.3 REFERENCES

Mindbank's Human Resources Director will confirm the following information upon request to a former employee's prospective employer: name, position/title, and dates of employment. Mindbank's Human Resources Director will confirm other information such as salary history, position(s) held and social security number only if the employee who is the subject of the inquiry provides to Mindbank a written authorization and release. No one other than Mindbank's Vice President of Administration and the Human Resources Director is authorized to give any references with respect to a current or former employee.

4.4 PERSONNEL FILES

Employee files are confidential, and access to those files is restricted. You may request to review your file by making an appointment with the Human Resources Director. You may have copies of documents in your file.

4.5 EMPLOYEE PHONE NUMBERS

The employee phone list is provided by Mindbank as a reference for on-site employees only. All information is private. Mindbank employees shall not disclose the home and cell phone numbers and addresses on the employee phone list to anyone outside of Mindbank without prior consent of the affected employee(s).

5.1 PAYROLL POLICY

Most employees are paid semi-monthly, with the pay periods being the 1st through the 15th and the 16th through the last day of the month. Paychecks are issued on the 15th and the last day of each month. When either of these days falls on a Saturday, pay checks will be issued on the preceding Friday; when either of these days falls on a Sunday or a Mindbank or Bank holiday, pay checks will be issued the next business day. New Mindbank employees will receive their first pay checks on the second pay day following their date of hire, provided the employee has submitted the required paperwork. Mindbank issues pay checks in three ways - at the office, mailed to the employee's home, or direct deposit.

Direct deposit is recommended because it saves time in picking up a check, and because checks do get lost in the mail from time to time. For direct deposit, you must provide the Human Resources Director with a voided personal check (copies of checks are not accepted) to complete the payroll direct deposit transfer. Please see the Human Resources Director to make these arrangements.

Confidentiality

All information regarding compensation is confidential and may not be discussed with other Mindbank employees and may only be discussed with your supervisor, the Vice President of Administration or the Human Resources Director. Employees who violate this policy will be subject to appropriate disciplinary action, up to and including termination.

Advances

Mindbank recognizes that the time lag in paying newly-hired employees may cause them some financial difficulties. Consequently, a new hire may request an advance as follows: (1) If hired eight (8) to fourteen (14) days prior to a payroll date (15th and last day of the month), a new employee may request an advance of up to \$1,000 on the upcoming payroll date. The employee will repay this advance via pay check deductions in two (2) equal installments from the next two (2) regular pay checks; and (2) If hired one (1) to seven (7) days prior to a payroll date, an advance of up to \$500 on the upcoming payroll date may be requested. This advance will be repaid via pay check deduction from the second regular pay date (allowing one complete pay period).

To request an advance, new hires must complete an "Advance Check Request Form" and submit it to the Vice President of Administration immediately following their start date.

5.2 TIME SHEETS

Consultants, part time employees and hourly employees eligible for overtime must prepare timesheets on a semi-monthly basis coincident with Mindbank's pay periods. All time sheets must be submitted to Mindbank by 2:00 PM on the next business day following the 15th and the last day of each month. Payroll processing will begin immediately. **Any time sheets not received before the cut-off will be processed with the next payroll cycle.** The employee is responsible for timely submission of time sheets and Mindbank will not remind or in other ways follow up with employees who do not timely submit timesheets and will not issue pay checks based on delinquent time sheets any earlier than the next payroll cycle.

Please be certain that you complete all fields on the time sheets including the date worked, task/activity, regular and overtime hours worked, and any notations on personal time taken. All time sheets must be signed by your immediate supervisor.

5.3 WORKING HOURS

For in-house staff, Mindbank's official business hours are 8:30 a.m. to 5:30 p.m. with a one-hour lunch (not paid) Monday through Friday, except that Monday hours begin at 8:00 am at the Corporate Headquarters for the weekly staff meeting. Requests for alternative schedules should be submitted to your supervisor who will determine the availability of flexible work schedules. Please adhere to your pre-arranged work schedule. If late or absent, you are expected to call the Mindbank office's main number and leave a message in the general mail box. Failure to do so may result in disciplinary action up to, and including termination.

For off-site staff, please adhere to your assigned client's official business hours. You should also adhere to your client's standard practices with regard to notification when you will be out of the office in addition to submitting Mindbank's Time-off Documentation to the Accounting Department.

Nothing in this Handbook constitutes a guarantee by Mindbank of hours of work per day, per week, per year, or on any schedule.

5.4 OVERTIME

All non-exempt office personnel will be paid at time & one-half for hours worked in excess of 40 hours per week **provided the employee obtained prior written approval from management prior to working the over time hours**.

Employees designated exempt are ineligible for overtime regardless of the number of hours worked in a week.

5.5 EXPENSES

Necessary and reasonable expenses related to company business will be reimbursed. You should discuss the types of expenses incurred during the course of employment and the notification method your supervisor prefers. To be eligible for reimbursement of expenses you must obtain approval from your supervisor prior to incurring the expenses. Mindbank will not reimburse you for expenses incurred without prior management approval.

Expense Forms:

In order to be reimbursed for authorized expenses, a Mindbank Expense Form must be completed and must be accompanied by original receipts.

Expense forms are to be submitted after the expense is incurred, but not later than 30 days after the incurred expense. Expense forms must be signed by your manager and forwarded to accounts payable in a timely manner.

5.6 CHECK REQUEST FORMS

If you are incurring an expense that requires payment with a Mindbank check, you must complete a Mindbank Check Request Form. Expenses must be approved, in advance, by your supervisor. These checks are prepared on Tuesday and Friday - please plan accordingly.

5.7 TRAVEL POLICY

Expenses related to travel or company business that has been approved by management in advance will be reimbursed. Expenses that do not have prior approval from management will not be reimbursed. Approved reimbursement requests, containing original receipts, must be submitted through your manager to accounts payable within 30 days of incurring the expense.

5.8 AUTOMOBILE TRAVEL POLICY

Employees who drive their own cars on approved business travel are reimbursed at the current authorized mileage rate, which is the prevailing government rate, and for parking and tolls. All parking costs and tolls should be submitted via Mindbank's expense report with receipts.

With supervisor's and/or client's approval, employees who need to rent a vehicle for business travel are encouraged to submit their approved request to the Executive Assistant to the President or the Director of Quality Assurance Programs as early as possible in order to secure the best rate.

5.9 AIR TRAVEL POLICY

With supervisor's and/or client's approval, employees are encouraged to submit travel plans (i.e., departure and return dates and times needed and airports/local destinations) to the Executive Assistant to the President or the Director of Quality Assurance Programs as early as possible in order to obtain the lowest possible fares based on advance reservation and coach travel.

5.10 GARNISHMENTS

Mindbank may be required by court order to garnish (withhold) amounts from your pay. Because of the time and money involved in processing garnishments, Mindbank may elect to discipline or discharge an employee if Mindbank receives garnishment requests for more than one debt or for repeat offenders.

The Accounting Supervisor can assist you if you have any questions concerning why deductions were made from your pay check or how they were calculated.

5.11 ADMINISTRATIVE PAY CORRECTIONS

Mindbank takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of your pay, you should promptly bring the discrepancy to the attention of Mindbank's Accounting Supervisor. Corrections will be made in the next regular paycheck. In the event of a substantial overpayment, Mindbank will arrange a schedule of repayments with you.

EMPLOYEE BENEFITS

Company benefits are a valuable part of your compensation package. You should familiarize yourself with the benefits offered, eligibility requirements and plan documents.

6.1 HEALTH AND WELFARE BENEFITS

Mindbank provides eligible full-time regular employees with medical, dental, life, accidental death and dismemberment (AD&D), short- and long-term disability income plans. Eligible employees will be required to complete an enrollment form when hired.

Please refer to the Summary Plan Descriptions and Plan documents for further information regarding Mindbank’s Health and Welfare Benefits Plans. The descriptions in those documents supersede the descriptions in this Handbook. Copies of those documents can be obtained from the Human Resources Director. Mindbank reserves the right to modify, amend or eliminate its employee benefit plans at its discretion, with or without prior notice.

Once employees have met the appropriate eligibility requirements, they may be eligible to participate in the plans listed below. This is merely a summary. More detailed information about each plan can be found in the plan documents maintained in Human Resources and the summary plan descriptions (SPDs). SPDs are the official documents regarding employee benefit plans and supersede all references to employee benefits in this Handbook.

Medical Insurance	After 30 days of continuous employment
Dental Insurance	After 30 days of continuous employment
Prescription Drug Program	After 30 days of continuous employment
Life Insurance	First of the month following 30 days of continuous employment
Long Term Disability	First of the month following 30 days of continuous employment
Short Term Disability	First of the month following 30 days of continuous employment
Dependent Life Insurance	First of the month following 30 days of continuous employment
401(k) Plan	January 1, April 1, July 1 or October 1 following 6 months of continuous employment

6.2 CONTINUATION OF MEDICAL BENEFITS (COBRA)

In compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Mindbank offers employees and/or their covered dependents the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances in which coverage under the Plan would terminate.

An employee and/or an employee's covered dependents will have the right to elect continuation coverage for a maximum period of 18 months upon the occurrence of one of the following "qualifying events":

- the termination of an employee's employment for any reason (including voluntary resignation or retirement) except for gross misconduct; or
- the reduction of an employee's work hours to a level where the employee is no longer eligible for coverage under the Plan.

A covered dependent will have the right to elect continuation coverage for a maximum period of 36 months upon the occurrence of one of the following "qualifying events":

- the death of the employee, spouse or parent; or
- the divorce or legal separation of the employee and the covered dependent-spouse; or
- the divorce or legal separation of the employee who is the parent of a covered dependent child; or
- the employee-spouse or parent becomes eligible for Medicare; or
- a covered child is no longer eligible as a dependent, i.e., a child attains age 23 or is no longer dependent upon the employee for principal support.

If a covered dependent's coverage has been extended for up to 18 months because of an employee's termination or reduction of hours, and a second "qualifying event" occurs as described above during the period for which continuation coverage is effective, the covered dependent is eligible for an extension of continuation coverage, but in no event may the continuation coverage period with respect to all such "qualifying events" exceed 36 months.

Under COBRA, an employee or an employee's covered dependent has the responsibility to inform Mindbank's Human Resources Director of a divorce, legal separation, or a child losing dependent status under the Plan, as described above. An employee must notify the Human Resources Director and elect continuation coverage no later than 60 days after one of these events occurs; otherwise, the right to continuation coverage will be lost.

The continuation coverage will be identical to the coverage provided for active Mindbank employees and their covered dependents. An affected employee or covered dependent does not have to show that he or she is insurable to elect continuation coverage. Persons who are not covered under the Plan on the day before the "qualifying event" are not eligible for continuation coverage.

If an employee and/or an employee's covered dependents do not elect to continue coverage and pay the required cost within the time period described below, all Plan coverage will terminate on the date of the qualifying event.

Mindbank is responsible for notifying its insurance carriers of your death, termination of employment or reduction in hours, or Medicare eligibility. After receiving notice that one of these events has occurred, Mindbank's Human Resources Director will in turn notify the employee that the employee and/or the employee's covered dependents may elect continuation coverage within 60 days from the date of such notification. The right of continuation coverage will be lost if it is not elected within this 60 day period.

If the employee and/or the employee's dependents elect continuation coverage, the full monthly cost of the coverage plus a 2% administrative charge will be imposed. Mindbank will no longer pay any portion of the cost. Specific information about the cost of continuation coverage can be obtained by contacting Mindbank's Human Resources Director.

Payments for continuation coverage must be made to Mindbank's Human Resources Director. The first payment must be received by the Human Resources Director within 45 days after the date of election of continuation coverage, and must cover the cost retroactive to the date of the "qualifying event," as well as for the current month. Subsequent payments are due on the first day of each month and must be received by the Human Resources Director within 30 days of such due date. The Company reserves the right to require payment by cashier's check. If continuation coverage is terminated for any reason, including lack of payment, late payment, or a returned personal check, coverage will not be reinstated. Medical care claims will not be considered or paid until the payment for the period during which the claims are incurred has been received.

Continuation of Plan coverage will be terminated on the earliest of:

- the day on which the applicable 18 or 36-month period after the "qualifying event" ends; or
- the date on which the Plan is terminated for all Mindbank employees; or
- the last day of the month for which the last payment has been received by the Human Resources Director; or
- the date on which the covered person becomes covered under any other group medical care plan; or
- the date on which the covered person who is divorced from the current or former Mindbank employee remarries and becomes covered under the new spouse's group health plan; or
- the date on which the covered person becomes eligible for Medicare; or
- upon the occurrence of any other event specified by the Plan and not prohibited by applicable law.

If an employee and/or an employee's dependents elect continuation coverage, the option to enroll in any individual medical conversion plan generally available to Mindbank's employees

will be available at the end of the continuation coverage period. The law and applicable provisions of the Plan regarding continuation coverage may change without notice.

If an employee has any questions about how COBRA affects the employee and the employee's covered dependents, the employee should contact the Human Resources Director for additional information. In addition, if an employee or an employee's covered dependent has a change in marital status or address, notice should promptly be given in writing to the Human Resources Director.

6.3 LEAVEBANK

The LeaveBank policy is for all full time, regular employees. You can use your LeaveBank for vacation, personal business, religious holidays, snow days, and/or medical/sickness leave for yourself or to be with ill members of your family. In cases of emergency, you may need to use the LeaveBank providing same day notice. You are encouraged, whenever feasible, to schedule the use of LeaveBank days.

Leave is accrued and earned at a minimum rate of 1.3333 days per month for a total of 16 days in a calendar year.

No LeaveBank days will be carried over into subsequent years. If you do not use all of your LeaveBank in a calendar year, you will be paid for up to 11 days of unused leave that has been accrued and earned as of December 31 of that year. Payment will be made at your December 31 base salary and you will receive payment in the Jan. 15 paycheck of the following calendar year.

If your employment is terminated during the year, you will be paid for any accrued, earned and unused LeaveBank days. However, if your employment is terminated before the end of the month, you will not have accrued any LeaveBank for that month. If you have used more LeaveBank days than you have accrued and earned, any advanced LeaveBank taken will be deducted from your final paycheck.

If you terminate your employment with Mindbank for any reason and are subsequently reemployed by Mindbank, your employment date for the purpose of accruing LeaveBank will be determined as follows: (1) if you are reemployed within thirty (30) days after your termination date, your LeaveBank accrual date is the date of your first employment by Mindbank and (2) If you are reemployed more than (30) days after your termination date, your LeaveBank accrual date is the date you are reemployed by Mindbank.

Upon completion of your fifth year of service, you will receive an additional five (5) days of LeaveBank at the beginning of the following calendar year. You will receive an additional day of LeaveBank following years 6-10 of service with Mindbank. For example:

Years 1-5	16 days
Year 6	21 days
Year 7	22 days
Year 8	23 days
Year 9	24 days
Year 10	25 days

If you were hired during the year, you will receive prorated LeaveBank days. If you are hired before the 15th of a month, you will receive accrual for the full month. If hired from the 16th through the end of the month, you will begin to accrue LeaveBank effective the following month.

6.4 HOLIDAYS

For regular employees, Mindbank recognizes eight paid holidays per year. These holidays are:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

Occasionally, a client may schedule a holiday that Mindbank does not observe (i.e., Martin Luther King, Jr. Day, Columbus Day). When this occurs, employees who are assigned to work for that client must take the holiday as a LeaveBank day.

Situations may also arise where a client may shut down for a week or two. When this happens, we may reassign employees during this period. If reassignment is not practical, employees will be required to take time from their LeaveBank.

6.5 BEREAVEMENT LEAVE

Mindbank offers bereavement leave for regular employees. For death of an immediate family member three days of leave are permitted. (Immediate family is defined as a parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, child, grandparent or grandchild). One day of leave is permitted for deaths of other relatives. If you plan to take additional time off for such a circumstance, you may use your LeaveBank, or if you have exhausted your LeaveBank, you may take time off without pay.

6.6 LEAVE WITHOUT PAY

Mindbank grants regular full and part time employees who have completed their introductory period limited unpaid leaves of absences when certain unusual and unavoidable circumstances require an absence from the office. The request for leave without pay must be submitted in writing to your immediate supervisor with as much advance notice as is feasible. The decision to grant leave will be made on a case-by-case basis jointly by your supervisor, the Human Resources Director and the Vice President of Administration.

You must use all LeaveBank prior to going on leave without pay status. Benefit accruals such as LeaveBank are suspended during leave without pay and resume upon return to active employment, except as directed by the Family Medical and Leave Act.

Mindbank cannot guarantee reinstatement of employment upon the conclusion of a leave without pay except as directed by the Family and Medical Leave Act.

If you fail to report to work promptly at the expiration of the approved leave period, Mindbank will treat you as having resigned.

6.7 JURY OR WITNESS DUTY LEAVE

For full-time, part-time, or temporary employees who are called to serve on a jury or to testify as a voluntary witness at the request of Mindbank (by subpoena or otherwise), Mindbank will grant leave and pay the differential between the employee's regular salary and the amount the employee receives for serving for the day or days in which the court requires attendance. Such Leave will not constitute a break in service. If you are subpoenaed to appear in court as a witness, but not at the request of Mindbank, you will be excused from work in order to comply with the subpoena but will not be paid for the time.

If you receive a jury duty notice, you should present any summons to your immediate supervisor on the first working day after receiving the notice and schedule the time off with your immediate supervisor to accommodate any scheduling considerations. In addition, you should promptly send a copy of your jury duty notice to the Human Resources Director, together with a request for leave memorandum from your immediate supervisor. If you are not required to serve on a day you are normally scheduled to work or if you are excused before serving three hours of jury duty, you are expected to report to work. Either you or Mindbank may request an excuse from jury duty if, in Mindbank's judgment, your absence would create serious operational difficulties.

You must report any fees received from jury or witness duty to Mindbank's Accounting Supervisor so an adjustment can be made to pay you the difference between the fees and your salary.

6.8 FAMILY AND MEDICAL LEAVE

Mindbank provides family and medical leaves of absence to eligible employees. In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may take up to 12 weeks of leave ("FMLA leave") upon the occurrence of one of the following events or sets of circumstances:

- (a) The birth of a child of the employee or to care for such child within the first 12 months after birth;
- (b) The placement of a child with the employee for adoption or foster care within the first 12 months of placement (evidence of legal adoption or foster care must be provided);
- (c) To care for a spouse, parent or child of the employee who has a serious health condition; or
- (d) The employee has a serious health condition that makes the employee unable to perform the functions of the position held by the employee.

Eligibility

Mindbank's FMLA leave is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the 12-month period preceding the request for leave.

Duration

You are entitled to up to 12 work weeks (at 40 hours per week if you are full-time, or prorated if you part-time) of leave within a 12-month period for FMLA leave. This 12-month period commences on the day FMLA leave begins. Only 12 work weeks FMLA leave will be

granted within a 12-month period regardless of the number of separate qualifying situations that may occur.

It may be medically necessary for some employees to use FMLA Leave on an intermittent basis. Mindbank will work with employees to arrange reduced work schedules or leaves of absence in order for an employee to care for a family member's or for the employee's serious medical condition. FMLA leave because of the birth or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. Such FMLA leave cannot be taken intermittently without specific authorization from Mindbank.

Use of Paid and Unpaid Leave

If an employee takes FMLA leave pursuant to an event or circumstance described above, the employee must use accrued LeaveBank time during the 12 week period until such leave has been exhausted. The employee will be paid for the period during which the employee uses LeaveBank time. The remainder of the FMLA leave period will be unpaid.

Child, maternity, disability, and workers' compensation leave will be designated as FMLA leave and will run concurrently with FMLA leave.

Benefits Continuation

Mindbank will continue to provide medical benefits for employees on FMLA leave under the same terms and conditions as provided for employees not on FMLA leave, subject to the terms, conditions, and limitations of the applicable plans and except if prohibited by law. Employees on FMLA leave continue to earn LeaveBank to the extent the employee is charging the FMLA leave against accrued paid LeaveBank. No LeaveBank is earned while on FMLA leave without pay status and/or while collecting STD benefits.

Employees on FMLA leave are responsible for continuing to make premium contributions for health benefits while on FMLA leave. Employees who have elected to make premium contributions on a pre-tax basis, may continue to do so while on unpaid FMLA leave, provided such premiums are deducted from the last paycheck prior to leave without pay commencing. If leave without pay status occurs without the payment being deducted from the last paycheck, payments may only be made on an after-tax basis. Employees on FMLA leave can continue to participate in the 401K plan only for the paid portion of FMLA leave.

If an employee elects not to return to work at the end of the FMLA leave period, the employee is obligated to reimburse Mindbank for its contributions towards all insurance premiums during the leave period.

Administrative Procedures

You are requested to provide Mindbank with 30 days advance notice, whenever possible, of the need to take FMLA leave. When FMLA leave is unforeseeable, Mindbank should be notified within five working days from the time the leave commences.

Medical “certification” by a health care provider is required when leave is requested for purposes of a serious illness, whether for you or for a family member. Mindbank is responsible for designating leave as FMLA leave based on the “certification” provided by a health care provider. Periodic re-certification will be required during the FMLA period. Employees who contribute towards any Mindbank benefits program must make arrangements for continuing payments at the time FMLA leave is requested.

From time to time Mindbank may request reports to update the status of the FMLA leave including the probable date of return to work. In the event of a serious illness, Mindbank may require an additional outside medical opinion or opinions at the expense of Mindbank. Employees must provide Mindbank with at least two weeks’ notice of intent to return to work. Employees on FMLA leave due to their own illness or birth of a child will be required to provide certification of fitness to return to work. Employees will be reinstated to the same or equivalent position, pay, benefits and other employment terms, unless the position was eliminated unrelated to the employee’s FMLA leave. Employees who fail to report to work at the end of the approved FMLA leave period, will be assumed to have resigned.

If you are found to have fraudulently used FMLA leave, you will be terminated.

The Human Resources Director administers FMLA Leave and has the necessary forms and will answer any questions you may have, if you think that you might qualify for FMLA leave.

6.9 MILITARY LEAVE

Mindbank provides Military Leave to all regular full time employees who must be absent from work in order to serve in the uniformed services of the United States (“Military Leave”). Military Leave is unpaid, although employees on Military Leave may use any available accrued LeaveBank time. If you elected to make insurance premium contributions on a pre-tax basis, premiums due while on unpaid Military Leave may be made on a pre-tax basis as long they are deducted from the last paycheck prior to Military Leave commencing. If Military Leave without pay status occurs without the payment being deducted from the last pay check, payments may only be made on an after-tax basis. Long term disability insurance is suspended while you are on Military Leave.

For any military service longer than 30 days, medical insurance may be continued under COBRA. Please contact the Human Resources Director for more information.

These benefits will be reinstated upon your return to work. You may request to take your LeaveBank concurrently with your unpaid Military Leave. To receive pay, requests must be submitted in writing to the Human Resources Director, with at least 30 days advance notice. While you receive LeaveBank pay, you continue to earn LeaveBank; Military Leave without pay does not earn LeaveBank.

To facilitate Mindbank’s ability to provide appropriate customer service, you must promptly provide your supervisor with advance notice of your impending Military Leave requirements, unless military necessity prevents such notice. You are expected to return to work on the first

workday after completing training or emergency duty. Failure to observe these guidelines may result in disciplinary action, up to and including termination.

Mindbank will comply with all laws and regulations regarding Military Leave for training, contingency operations, and active duty, whether voluntary or involuntary. If you have questions about Military Leave, contact the Human Resources Director.

6.10 TIME OFF DOCUMENTATION

If you are planning to take some leave, or if you have been approved to take time off without pay, please complete the Time Off Documentation form and submit to the Accounting Supervisor so that Mindbank can account for this time properly.

6.11 401(K) PLAN

The Mindbank 401(k) Plan is designed to assist you in providing financial security for your retirement years. This is a voluntary, contributory plan authorized under Section 401(k) of the Internal Revenue Service (IRS). The benefits under this plan are in addition to any benefits to which you are entitled, such as Social Security. Your funds will be professionally managed and you will have the flexibility to choose an investment direction most suited to your financial goals.

You are eligible to join the 401(k) Plan as an active member on January 1, April 1, July 1, or October 1 if you are an employee and have completed six months of service. To enroll, you must complete and return to the Human Resources Director the appropriate forms and select the investment funds for your contributions.

The Human Resources Director can provide you with detailed information about the 401(k) plan.

6.12 TRAINING OPPORTUNITIES

Training courses may be subsidized on an as-required basis or training credits may be required to satisfy a particular client's needs or to enhance technical capabilities of the Mindbank staff in strategic areas. Training courses must be approved by Mindbank in advance.

6.13 EDUCATION ASSISTANCE/TRAINING CREDITS PROGRAM

Mindbank recognizes that some Mindbank employees may wish to further their technical and educational backgrounds by working for a degree or by taking specialized technical courses. The Training Credits Program is designed as a benefit for all such Salaried and Hourly employees. You will accrue one credit for every approved (paid) hour that you work. Credits can be used for pre-approved instructor led technical or job-related courses to either enhance your current skills or learn new ones. This program is intended for reimbursement, not the pre-payment of educational expenses.

The Director of Quality Assurance Programs or the Human Resources Director can provide you with detailed information about the Training Credits Program.

6.14 WORKERS' COMPENSATION INSURANCE

If you are injured or become ill as a result of your work, you may be eligible to receive insurance benefits as provided under the Workers' Compensation regulations applicable to the state in which you are working. Mindbank pays the cost of providing this insurance

protection. It is important that you immediately report to your supervisor any accident or injury that occurs on the job, or that you believe to be job-related.

6.15 UNEMPLOYMENT COMPENSATION

Mindbank contributes an amount each year to the State Unemployment Fund on behalf of its employees. Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

6.16 CREDIT UNION

You may join the Corporate America Family Credit Union by completing applicable membership forms and maintaining a minimum balance in a Regular Share Account. Some services include: direct deposit, payroll deduction, savings accounts, 24 hour teller, low interest loans, credit card, first mortgage/home equity loans.

Membership remains in force if you relocate, retire, or leave Mindbank provided the credit union's requirements are met.

6.17 PROFESSIONAL DUES

If you are a member of a professional organization that directly relates to your position at Mindbank, you may request reimbursement for membership dues of one professional organization. Complete the check request form and submit to Human Resources for approval. Management may make exceptions from time to time to reimburse for additional professional membership dues when necessary.

7.1 SMOKING POLICY

In keeping with Mindbank's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.

7.2 EMERGENCY CLOSING

Mindbank offices will always be open during normal business hours unless the premises are declared unsafe or unless local authorities request that they be closed. In the case of inclement weather, it is your personal decision whether or not it is safe to travel from home to work. If you choose not to come to work, notify your manager as soon as possible. Absences will be charged to your LeaveBank.

At times, emergencies such as fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. You should check with your supervisor on the status of office operation.

7.3 SAFETY/EVACUATION POLICY**Reston, Virginia/Corporate Office****Policy:**

It is each employee's responsibility to know and understand their part in the event of both a practice evacuation and an actual emergency. In the event that the emergency fire alarm system is activated (or any other directive given by the building management company or Mindbank's executive management team) all employees are to evacuate the building by following the procedures below.

Procedures:

- In the event of a fire alarm test or fire drill, an appropriate announcement will be made prior to the test/drill over the intercom system. All employees should practice the following evacuation procedures in order to be prepared in the event of a real emergency.
- If no announcement was made, you must assume the fire alarm was sounded for an actual emergency. In the event of an actual emergency everyone should immediately stop what they are doing, remain calm and leave their work area. If possible, turn off all electrical equipment before leaving your work area and secure any personal valuables. Under any and all circumstances, please remember that safety to life should always come first.
- Mindbank's designated Emergency Coordinator is responsible to see that all employees leave the building promptly and safely. The Emergency Coordinator should also call 911 to report the emergency.
- All employees should exit Mindbank's office suite through the front double doors and then proceed through the front doors of the building. Persons with disabilities are encouraged to disclose their disability to a co-worker with whom they trust would

keep their disability confidential (if that is the disabled employee's intent) and who would be able to assist them in the event of an emergency.

- Once you have exited the building, quickly proceed away from the building to the office building in front and to the left of 11400 – 1850 Centennial Park Drive. The lobby of 1850 has been designated as the company meeting place in order to make a headcount and ensure that all employees have exited the building safely.
- Employees should not lock any doors while exiting the building to allow the Fire Department easy access.
- Once outside the building and employees have congregated at the designated meeting site, the Emergency Coordinator should make sure all employees and visitors are out of the building. If the count is short, the Emergency Coordinator should immediately inform the Fire Department of the missing individuals.
- Once outside, do not re-enter the building until you are informed to do so by the Emergency Coordinator or a member of the executive management team.

The Fire Department conducts practice drills at least semi-annually.

Denver, Colorado Office

Policy:

In the event that the emergency fire alarm system is activated (or any other directive given by the building management company or Mindbank's executive management team) all Denver staff employees are to evacuate the building by following the procedures below.

Procedures:

- In the event of a fire alarm test or fire drill, an appropriate announcement will be made prior to the test/drill over the intercom system. All employees should practice the following evacuation procedures in order to be prepared in the event of a real emergency.
- If no announcement was made, you must assume the fire alarm was sounded for an actual emergency. In the event of an actual emergency everyone should immediately stop what they are doing, remain calm and leave their work area. If possible, turn off all electrical equipment before leaving your work area and secure any personal valuables. Under any and all circumstances, please remember that safety to life should always come first.
- Mindbank's designated Emergency Coordinator is responsible to see that all employees leave the building promptly and safely. The Emergency Manager should also call 911 to report the emergency.
- All employees should exit the Mindbank's office suite by way of the nearest stairwell that is marked with a lighted green exit sign. Follow these signs, exiting to the front of the building. If the nearest stairwell is blocked by smoke or other hazard use the other stairwell. **DO NOT USE THE ELEVATOR.** Persons with disabilities are encouraged to disclose their disability to a co-worker with whom they trust would

keep their disability confidential (if that is the disabled employee's intent) and would be able to assist them in the event of an emergency.

- Once you have exited the building by way of the stairwell, quickly proceed away from the building and north across to the corner of 19th & Blake. This corner has been designated as the company meeting place in order to make a headcount and ensure that all employees have exited the building safely. If the designated place has been redirected by the Fire Department an alternate site will be at Coors Field on 20th & Blake.
- Employees should not lock any doors while exiting the building to allow the Fire Department easy access.
- Once outside the building and employees have congregated at the designated meeting site. The Emergency Coordinator should make sure all employees and visitors are out of the building. If the count is short, the Emergency Coordinator should immediately inform the Fire Department of the missing individuals.
- Once outside, do not re-enter until you are informed to do so by the Emergency Coordinator or a member of the executive management team.

The Fire Department conducts practice drills at least semi-annually.

Off-Site Employees

Employees assigned to work at client sites should make every effort to familiarize themselves with the client's evacuation policy and procedures promptly after starting work. If necessary, the employee should contact the client's human resources department for a copy of its policy and procedures. Employees should adhere to the client's safety/evacuation procedures in the event that an actual emergency occurs while performing work at the site. Employees should also participate in any emergency tests/drills that are conducted at the client site.

7.4 RECEIVING BOMB THREATS

Mindbank employees are responsible for knowing and understanding their part in case a bomb threat has been made. Please familiarize yourself with the following procedures in case you are the individual who receives a bomb threat call.

The individual directly receiving bomb threats shall:

- Remain calm while listening to or talking with the caller.
- Note the telephone number the call is received on.
- Obtain as much information as possible from the caller.
- Write as much of the caller's message as possible, noting his/her exact words.
- Listen for background noises and any other clues you may obtain from the phone call.
- Pay attention to the caller's voice, noting any accent, dialect, speech impediment, etc.
- Once the call has ended report the threat to one the members of executive management immediately. If no one from executive management is available, report the threat to the Emergency Coordinator and/or Human Resources.

Executive management or the individual to whom you reported the call shall call 911 and building management (Charles E. Smith 703-769-1250) to report the threat.

8.1 USE OF PHONE AND NON-ELECTRONIC MAIL SYSTEMS**Telephones:**

To assure effective telephone communications, you should speak in a courteous and professional manner. Please confirm any information received from the caller, and hang up only after the caller has done so.

Personal use of telephones for long-distance and toll calls is not permitted. Discretion in using company telephones should be used when making local personal calls. You may be required to reimburse Mindbank for any charges resulting from your personal use of the telephone. Personal calls on company time should be minimized to one or two calls a day. All calls may be subject to tracking.

Mail:

Personal use of Mindbank-paid postage, UPS and FEDEX accounts for any reason is not permitted.

8.2 USE OF CELLULAR PHONES WHILE DRIVING

Mindbank is committed to promoting employee safety at all times including safe use of a cellular phone while driving. The use of a cellular phone to conduct business is not a work requirement. However, Mindbank recognizes that there may be times when use of a cellular phone for an emergency while driving is necessary. Whenever using a cellular phone, Mindbank encourages its employees to practice and promote safety as their highest priority by complying with the following acceptable guidelines for using a cellular phone while driving:

First find a proper parking space in which to conduct the call (merely pulling to the side of the road is not acceptable, unless a genuine emergency such as an accident or a car breakdown occurs.)

Employees with hands-free telephone devices may make brief calls while driving. However, in poor driving conditions such as heavy traffic or when a conversation becomes involved, the employee must find a proper parking space to conclude the phone call.

Proper cellular phone use is a part of safety and Mindbank encourages employees to practice the above safety guidelines.

Keep in mind that in some states and localities it is illegal to use a cell phone without a hands-free device while driving.

8.3 COMPUTER SOFTWARE POLICY

Mindbank licenses the use of computer software from a variety of third parties. Such software is normally copyrighted and may also be protected by patents by the software developer. Unless expressly authorized to do so, Mindbank has no right to make copies of such software except for backup or archival purposes. In addition, Mindbank does not condone the illegal duplication of software. Unauthorized duplication of software exposes employees and/or Mindbank to both civil and criminal penalties under Federal Law and subjects employees and/or Mindbank to liabilities for copyright and/or patent infringement.

The purpose of Mindbank's computer software policy is to prevent intellectual property infringements and to protect the integrity of Mindbank's computer environment from viruses.

Consequently, Mindbank employees:

1. Shall use licensed software only in accordance with the software publisher's license agreement. Employees should take particular care in determining the terms and conditions of the software publisher's agreement when using licensed software on local area networks or on multiple machines, and should contact Mindbank's legal counsel if in doubt concerning the provisions of the software publisher's agreement;
2. Shall not duplicate any licensed software or related documentation for use either on Mindbank's premises or elsewhere without first obtaining written permission from Mindbank's legal counsel;
 1. Shall not give software used by Mindbank to any third parties, including contractors and customers;
3. Shall not use or install on any Mindbank computer equipment any software that has not been provided by Mindbank or approved in writing by Mindbank. Any personal software approved for use shall be registered with Mindbank. Mindbank may withhold approval for any reason. If Mindbank determines that in its sole discretion that approved software may harm Mindbank's computer equipment or systems, is not licensed or is improperly licensed, or is infected by a computer virus, Mindbank has the right to direct the employee to remove the software from the Company's computer equipment and the employee shall comply with such direction; and
4. Shall notify immediately their supervisor or Mindbank's legal counsel upon learning of any misuse of software or related documentation within the Company.

Use of Technology

This statement (1) sets forth Mindbank's policy regarding the acceptable use of the Mindbank's computer, voice mail, electronic mail ("E-mail"), Internet services, telephone and computer systems, and other systems and equipment provided by Mindbank and (2) advises those who use such systems or equipment of Mindbank's right of access to and disclosure of computer-stored information, voice mail messages and electronic mail messages created, sent or received by Mindbank's personnel with the use of such Mindbank systems or equipment.

All of the workplace technology located at Mindbank's premises or provided to its personnel for off-premises use, including telephones and telephone systems, computers, E-mail and voice mail systems, fax machines and photocopiers are owned by Mindbank and should be used primarily for conducting Mindbank business. In addition, all communications over and activity conducted on such Mindbank-owned systems and equipment are Mindbank's property. Though Mindbank understands that its employees may, on occasion, use its telephone and computer systems, access the Internet, and send and receive e-mail for personal matters, employees should not maintain an expectation of privacy with respect to such use. In addition, all information accessed by and communications sent or received on Mindbank's computer system and voice mail system are subject to Mindbank monitoring and disclosure without further notice to employees.

1. Mindbank's Electronic mail system shall not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, the Electronic mail system shall not to be used to create any hostile, offensive or disruptive messages. These include messages that contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the Electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the owner of such materials or information.
2. Although Mindbank provides certain codes to restrict access to computers, voice mail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and Mindbank considers and will treat all computer information, voice mail and electronic mail messages to be Company property.
3. Mindbank maintains the right and the ability to enter into any of its computers, voice mail and electronic mail systems and to inspect and review any and all data recorded in those systems. Because Mindbank reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that Mindbank or its designated representatives will not have a need to access and review this information. Individuals using Mindbank's business equipment also should have no expectation that any information stored on Mindbank's computers or other systems used by them - whether the information is contained on a computer hard drive, computer disks or in any other form or manner - will be private.

4. Mindbank has the right to monitor voice mail or electronic mail messages. Mindbank will inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other means.

Mindbank's President and/or designee will review any request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent.

5. Any employee who violates this policy or uses Mindbank's computers, voice mail and electronic mail systems for improper purposes may be subject to discipline, up to and including termination.

Confidential and Proprietary Information

All Mindbank employees should be aware that Mindbank's operations, activities, and business affairs are confidential and must be treated as confidential. Employees are required to sign the Mindbank Employee Confidentiality Agreement upon hire. During the course of employment with Mindbank, you are likely to acquire confidential or proprietary information about the Company or its customers. You are required to handle such information in strict confidence and not to discuss it with anyone outside the Company or with any employees of the Company who do not have a legitimate business reason and need to know the information. Employees are responsible for the security of all such information.

All inventions, improvements, ideas, designs, know-how, patents, and patent rights, that employees may invent, develop or improve during their employment with Mindbank, whether conceived by you alone or with other Company employees are "works done for hire" and are the property of Mindbank. You must disclose and assign all proprietary rights to the Company. It will be presumed that such proprietary rights were developed in whole or in part on Mindbank's time; were developed using Mindbank's equipment, supplies, facilities or trade secrets; relate to Mindbank's business or activities or anticipated research or development activities; and resulted from work employees performed for Mindbank. Employees are required to sign the Mindbank Employee Confidentiality Agreement regarding patents, trademarks, copyrights and intellectual property upon hire. Nothing in this Handbook alters, amends or supersedes that Agreement.

9.1 APPRAISAL REVIEW

You and your supervisor are strongly encouraged to discuss job performance and goals on an informal, periodic basis. Additional formal performance evaluations will be conducted as your supervisor deems appropriate. Performance evaluations are conducted to provide both you and your supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Your supervisor may prepare a written assessment of your job performance, which may be reviewed by the next higher level of management. After that, you will meet with your supervisor to discuss the evaluation. When you meet with your supervisor, you are encouraged to ask specific questions and to comment about your evaluation. You will be allowed to write your own comments on the evaluation form, and will be asked to sign the evaluation form to show that you have read it and discussed it. You may request a copy of the completed form for your own records.

A good performance evaluation, however, does not guarantee a pay raise, nor is it a promise of continued employment.

9.2 ATTENDANCE AND PUNCTUALITY

Regular attendance and punctuality are important to the efficient operation of Mindbank's business. Employees must make every effort to be on time and come to work every day. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Any employee who does not report to work for three consecutive days and does not provide proper notification to the company is considered to have resigned voluntarily.

Communication with the Mindbank Office: Changes in working hours and work schedules, notification of absences, LeaveBank, etc., should be discussed with your supervisor and reported to your office. The policy on working hours is described in more detail in Section 3.2.

In rare instances when you cannot avoid being late to work or are unable to work as scheduled, you should call into the main number, by 8:00 a.m. or as soon in advance as practical. This allows us to try to find alternative means to cover your job during your absence.

Project Schedules: For consultants, it is important to keep Mindbank informed if a project seems to be falling behind schedule. If we are aware that a deliverable will be delayed, there are many things we can do to help -- meet with the client, add additional resources, negotiate to adjust the schedule, and so forth. If the client and Mindbank are not aware of the delay, little can be done to remedy the situation -- and all the responsibility falls on you! Communicate with our Quality Assurance Manager or sales representative so we can help you out.

Another factor to keep in mind when working for a service-oriented company is that our billing rate is calculated based upon you being available and therefore billable for a certain number of hours each month/year. This means that if we are to maintain a profitable

business, we must keep these absences to a minimum. Tracking both billable and non-billable time is important.

9.3 PROFESSIONAL APPEARANCE

As a representative of Mindbank, a professional appearance is essential to your job. Employees are expected to present a clean and professional image to clients, co-workers and management. A professional attitude and demeanor should carry through to an employee's appearance, and as such, employees must practice good grooming and personal hygiene.

The following list is a guideline of what attire is appropriate and inappropriate.

Appropriate:

- Dresses (appropriate in length).
- Suits/pantsuits/ties.
- Skirts (appropriate in length).
- Blouses/shirts.
- Blazers.
- Vests.
- Pants in business suitable fabrics.
- Any type of business shoe (heels, flats, etc.)

Inappropriate:

- Any type of denim (including jean dresses, denim shirts, denim pants, denim skirts, etc.)
- Any material resembling denim.
- Casual/sport T-shirts (including logo merchandise.)
- Casual shorts.
- Stirrup pants and leggings.
- Casual sandals, athletic or canvas shoes, casual boots.
- Flannel shirts.
- Capri pants.
- Bras, sport bras, tank tops, see-through tops, halter tops, short/crop or tops, etc. (midriff must not show.)

For staff members, certain days of the year may be designated as a casual day. The following list is a guideline of clothing that is appropriate and inappropriate on those days:

Appropriate:

- Pants/leggings/stirrups.
- Capri Pants.
- Tennis shoes.

Denim shirts/dresses/skirts.

Mindbank Logo Shirts.

Jeans and denim clothing as long as they are not torn or frayed.

Inappropriate:

Logo clothing (sport teams, cartoon characters.)

Thong-type sandals.

Bras, sport bras, tank tops, see-through tops, halter tops, short/crop or tops, etc. (midriff must not show.)

Mindbank prohibits wearing jewelry associated with body piercing, excluding pierced ear lobes. For instance, nose rings, tongue and eyebrow jewelry are not permitted while representing Mindbank. Also, Mindbank requires that employees cover any body art (i.e., tattoos, etc.) whenever reasonably possible while representing Mindbank.

Mindbank is confident each employee will use his or her best judgment in following this policy. This is not an all-inclusive list; thus, management reserves the right to determine appropriateness. A rule of thumb: If you are unsure an article of clothing is acceptable, most likely it isn't. In other words, if in doubt, don't wear it.

When an employee violates the dress code policy, management will send the employee home to change into acceptable attire. During this absence, the employee is required to use his or her LeaveBank. If an employee is warned or sent home three times, a written warning will be issued and placed in the employee's personnel file. If the dress code policy is violated after the written warning, the employee will be sent home without pay for the remainder of the day.

9.4 WORKPLACE VIOLENCE

Mindbank is committed to preventing workplace violence and to maintaining a safe work environment. Mindbank has adopted the following policy to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. Employees who violate this policy may be subject to disciplinary action, up to and including dismissal, arrest, and prosecution.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on Mindbank premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law. All threats of (or actual) violence, direct or indirect, should be reported as soon as possible to your immediate supervisor or any other member of Mindbank's management. These include threats by employees as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from Mindbank's premises

as quickly as safety permits. Individuals who have been removed from Mindbank's premises shall remain off the premises pending the outcome of Mindbank and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. No employee will be subjected to retaliation for reporting any threat or perceived threat.

Mindbank will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Mindbank may suspend employees, either with or without pay, pending investigation. Mindbank also may, at its option, discipline or terminate the offending employee, terminate or suspend business relationships with, reassign job duties, or initiate criminal prosecution of the person or persons involved. No existing Mindbank policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

9.5 DRUG AND ALCOHOL-FREE WORKPLACE

Mindbank is committed to providing a drug-free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence, and a work environment that is conducive to attaining high work standards. Accordingly, consistent with its commitment, job applicants and current employees are *prohibited* from engaging in the following conduct:

1. No employee shall manufacture, ingest, use, possess, transport, sell or distribute any controlled substance (*e.g.*, a substance controlled under Section 202 of the Controlled Substances Act, 21 U.S.C. ' 812) or paraphernalia while on Mindbank premises, while engaged in work for Mindbank or while in or operating vehicles or equipment owned or leased by Mindbank. The consumption of alcohol on Mindbank premises or on Mindbank time is also prohibited.
2. No employee shall be present on Mindbank premises or report for, commence, or continue to work while under the influence of controlled substances, inhalants or alcohol or while controlled substances, inhalants or alcohol are in his/her system, except when the use of a controlled substance or inhalant is pursuant to the instructions of a licensed medical practitioner.
3. Employees who take over-the-counter or prescribed medication are responsible for being aware of any adverse effect the medication may have on the performance of their duties, and must promptly report to their Supervisor if the use of the medication might impair their ability to perform the job safely and effectively. It is a violation of this Policy for any employee to take over-the-counter or prescribed medication contrary to its proper use.
4. Employees who are convicted of any criminal drug violation must inform Mindbank's Human Resources Director within five (5) days of the conviction.

Mindbank reserves the right to carry out searches of employees and their property, including lockers, desks, work areas, vehicles, and any other Mindbank assets, while on Mindbank premises. An employee who refuses to submit to such a search will be subject to disciplinary action, up to and including termination.

Testing

Mindbank may require employees to undergo drug and/or alcohol testing under the following circumstances:

1. Reasonable Suspicion Testing. An employee may be directed to undergo drug and/or alcohol testing when a supervisor has a reasonable suspicion that the employee is under the influence of drugs or alcohol in the workplace. "Reasonable suspicion" means the supervisor, based upon objective facts and reasonable inferences drawn from those facts, whether observed firsthand or based upon the report of others, believes that the employee may be under the influence of a controlled substance or alcohol. Such facts and inferences may be based upon the employee's erratic behavior while in the workplace, upon a significant deterioration in the quality of the employee's work performance, or upon other reasonable credible evidence or observation.
2. Post-Accident Testing. An employee may be directed to undergo drug and/or alcohol testing following an accident that occurs either while the employee is driving a Mindbank-owned vehicle or while the employee is in his/her own vehicle engaged in Mindbank business other than commuting to and from work.
3. Return to Duty Testing. Any employee who is found to have engaged in any of the prohibited conduct described in this policy and who is subjected to discipline (as described below) for a drug or alcohol related offense or incident may be required to undergo drug and/or alcohol testing prior to being restored to active employment status.

9.6 GIFTS

Employees must use professional judgment on what gifts are acceptable, specifically, gifts given by individuals doing business with Mindbank. Gifts accepted should not give the appearance of a conflict of interest or excessiveness. Mindbank recommends that employees not accept gifts that exceed IRS guidelines. Employees with any questions or concerns should bring them to their supervisor's attention.

10.1 REMINDER

Many of the policies contained in this handbook are based on legal provisions, interpretations of law, and employee relations principles, all of which are subject to change. For this reason, this handbook is considered to be a guideline and is subject to change with little notice. The handbook does not constitute a contract of employment for any term.

Nothing in this handbook shall be construed to constitute a contract. Mindbank has the right, at its discretion, to modify this handbook at any time. Nothing herein limits Mindbank's rights to terminate employment. All employees of Mindbank are at-will employees. No one except the President and Vice President of Administration has the authority to waive any of the provisions of this handbook, or make representations contrary to the provisions of this handbook.