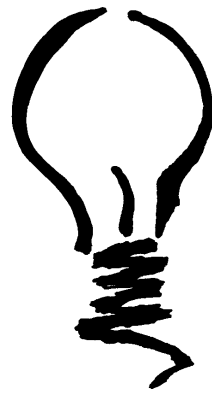


Mindbank Consulting Group, LLC



Employee Handbook

This Employee Handbook with an Issue Date of January 1, 2011 supersedes all other versions.

Employee Handbook Acknowledgment Form

I acknowledge that I have received or have access to 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 Mindbank's Human Resources Department regarding any questions about the Handbook or about matters affecting my employment that are not contained 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 a 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 Mindbank's Executive Management*.
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 by Mindbank's Executive Management.
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 on this form does not constitute in any way either an express or an implied contract of employment or of any other type of contract.

If I do not return this form to Mindbank's Human Resources Department within ten days after my employment date or the date I receive or are given access to the Handbook, I shall be deemed to have acknowledged receipt of a copy of or access to the Handbook and to have had access to all of the provisions of this form.

Employee's Signature

Date

Employee's Name (Printed)

*Please note that for purposes of this Handbook, "Mindbank's Executive Management" means Mindbank's President and Senior Vice President and any of their specific designees.

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1.1 WELCOME MESSAGE

Welcome to Mindbank. We are pleased to have you as a member of the Mindbank team. We hope you will find your employment here a gratifying and rewarding experience.

Mindbank is an innovative provider of human resources capital to serve the needs of our clients for IT services and capabilities. We find satisfaction and take pride in our work here and hope you will as well.

We are in the *service* business. If you have not been in the service industry before, this might require new ways of viewing and handling your assignments. You might want to think about the many ways *you* can provide outstanding service, and about how people have impressed you in providing such service.

This Employee Handbook is intended to provide answers to most of the questions you may have about Mindbank's benefit programs and policies and procedures. You are responsible for reading and understanding this Handbook. If anything is unclear, you should contact Mindbank's Human Resources Department.

We extend to you our personal best wishes for your success at Mindbank. We invite and encourage your comments and suggestions.

Again, welcome to 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 Mindbank's Executive Management has the authority to modify or waive any provisions in this Handbook or to make representations contrary to the provisions in 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 has 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 Mindbank's Executive Management, and any such contract must be in writing and signed by Mindbank's President or his designee, in order to be valid and enforceable.

If you have any questions as to the interpretation or application of specific portions of this Handbook or any matters not included in this Handbook, you should consult Mindbank's Human Resources Department.

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 an officer of Mindbank. To avoid any confusion, please return any earlier versions of employee handbooks you may have to Mindbank's Human Resources Department.

The policies in this Handbook are intended for all employees of Mindbank, its divisions, and subsidiaries. Mindbank reserves the right to revise, change, or terminate policies or procedures at any time, with or without notice. Mindbank will attempt to notify employees of revisions or other changes to this Handbook; however, employees are ultimately responsible for confirming if any revisions or other changes to the Handbook have been made before they take any action or make any decision based on the contents of this Handbook. Employees should direct any questions in this regard to Mindbank's Human Resources Department.

2.1 HEALTH AND WELFARE BENEFITS

ELIGIBILITY FOR BENEFITS

Employees who are paid on a salary basis and typically work at least a 40-hour workweek are eligible for to participate in all of Mindbank's Health and Welfare Benefits Plans listed below.

Mindbank pays a significant portion of the costs of these benefits for employees. Employee contributions will be deducted from their paychecks on a pre-tax basis. Employees pay no Federal or Social Security taxes on this amount.

Please refer to the Summary Plan Descriptions (SPDs) and Plan documents for more information regarding Mindbank's Health and Welfare Benefits Plans. SPDs are the official documents regarding employee benefit plans and the descriptions in the SPDs supersede the all employee benefits descriptions in this Handbook. Copies of SPDs can be obtained from the Human Resources Department. Mindbank reserves the right to modify, amend or eliminate its employee benefit plans at its discretion, with or without prior notice.

Eligible employees may participate in Mindbank's Health and Welfare Benefits Plans after completing the periods of employment listed below.

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 three months of continuous employment

2.2 CONTINUATION OF MEDICAL BENEFITS (COBRA)

Under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Mindbank will offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the health plans would otherwise end. Persons eligible to continue coverage under COBRA are known as "qualified beneficiaries," and the events that trigger continuation of coverage are known as "qualifying events."

If an employee is covered by any of Mindbank's group health plans, the employee has the right to elect continuation coverage under those plans if the employee loses group health coverage as a result of either of the following qualifying events:

Reduction in the employee's hours of employment, or

Termination of the employee's employment for reasons other than gross misconduct.

If an employee's spouse is covered by any of Mindbank's group health plans, the spouse has the right to elect continuation of coverage under those plans if the spouse loses group health coverage as a result of any of the following qualifying events:

Death of the employee;

Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment;

Divorce or legal separation from the employee; or

Employee becomes entitled to Medicare.

If a dependent child of an employee is covered by Mindbank's group health plans, the child has the right to elect continuation of coverage under those plans if the child loses group health coverage as a result of any of the following qualifying events:

Death of the employee;

Termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with Mindbank;

Employee's divorce or legal separation;

Employee becomes entitled to Medicare; or

Child ceases to be a "dependent child" under Mindbank's group health plan.

Retirees, their spouses, and their dependent children also may be entitled to elect continuation of coverage under COBRA if Mindbank begins a bankruptcy proceeding and those persons lose group health coverage within one year before or after the bankruptcy proceeding commences.

The qualified beneficiary is responsible for informing Mindbank of a divorce, legal separation, or a child losing dependent status within sixty (60) days of the date of the later of the qualifying event or the date on which coverage would end under the plan because of the event. If Mindbank does not receive notice within that sixty (60) day period, the qualified beneficiary is not entitled to elect continuation of coverage. Mindbank is responsible for notifying qualified beneficiaries of their right to elect continuation of coverage as a result of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.

Once qualified beneficiaries receive notice of their right to elect continuation of coverage, the qualified beneficiaries have sixty (60) days from the later of the date they are provided notice or the date they lose coverage to inform Mindbank they want to continue their group health coverage under COBRA. If the qualified beneficiaries do not elect continuation of coverage by the end of the sixty (60) day period, they forfeit their right to elect that coverage.

Generally qualified beneficiaries may continue coverage under COBRA thirty-six (36) months from the date of the qualifying event. However, if the qualifying event is an employee's termination or reduction in hours of employment, continuation coverage under COBRA will last for only eighteen (18) months from the date of the qualifying event. This eighteen (18) month period may be extended to thirty-six (36) months if other events (such as death, divorce, legal separation, or Medicare entitlement) occur during this eighteen (18) month period. However, in no case will any period of continuation coverage be longer than thirty-six (36) months. Also, the eighteen (18) month period may be extended for an additional eleven (11) months (to a total of twenty-nine (29) months) if a qualifying beneficiary is determined to be disabled by the Social Security Administration at any time during the first sixty (60) days of continuation coverage. In order to qualify for this extension, Mindbank must be notified of the disability determination within sixty (60) days of the determination and before the expiration of the original eighteen (18) month period. The affected individual also must notify Mindbank within thirty (30) days of any final determination that the individual is no longer disabled. If the qualified beneficiary entitled to the disability extension has nondisabled family members, those nondisabled family members also are entitled to the twenty-nine (29) month extension.

However, continuation coverage will be canceled for the following reasons:

Mindbank no longer provides group health coverage to any of its employees;

A COBRA premium is not paid on time;

Qualified beneficiary becomes covered, after the date of COBRA election, under another group health plan, which does not exclude or limit coverage for the qualified beneficiary's preexisting conditions;

Qualified beneficiary becomes entitled to Medicare after the date of the COBRA election; or

Qualified beneficiary is no longer determined to be disabled, where coverage was extended because of disability beyond eighteen (18) months).

Continuation of coverage under COBRA is not effective until the qualified beneficiary elects coverage, but, once elected, the coverage is retroactive to the date of the qualifying event. Qualifying beneficiaries do not have to show that they are insurable to choose continuation coverage, but they must be eligible for such coverage. Mindbank reserves the right to retroactively terminate COBRA coverage if an individual is determined to be ineligible.

If the qualified beneficiary is a covered former employee, he/she may add newborn or adopted child(ren) to his/her continuation coverage, provided the child(ren) are added within thirty (30) days of the birth or adoption and the additional premium is paid. These children that are added will be considered qualified beneficiaries under the law.

Qualified beneficiaries must pay the designated premiums for their continuation coverage in a timely fashion. Qualified beneficiaries have forty-five (45) days from the date they elect continuation coverage to pay the initial COBRA premium. Continuation coverage does not start until the date the individual chooses continuation coverage. Thereafter, he/she will have a grace period of thirty (30) days to pay any subsequent premiums.

At the end of the COBRA continuation period, qualified beneficiaries may be allowed to convert their group to an individual policy if such an option is available.

2.3 LEAVEBANK

Leavebank is available for salaried employees who work at least a 40-hour workweek. 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. You are encouraged, whenever feasible, to schedule the use of Leavebank days, although in cases of emergency, you may provide same day notice.

Leave is accrued and earned at a minimum rate of 1.25 days per month for a total of 15 days in a calendar year for eligible salaried.

No Leavebank days will be carried over to 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 accrued and earned as of December 31st of that year. Payment will be made at your December 31st base salary and you will receive payment in the January 15th 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 a month, you will not accrue any Leavebank for that month. If you have used more Leavebank hours than you have accrued, your pay for those Leavebank hours will be subtracted from your final paycheck. At the time you begin to accrue Leavebank, you will be required to sign an authorization which will allow Mindbank to withhold sums from your paycheck to reimburse Mindbank Leavebank hours taken in excess of those accrued.

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 you were first employed 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 five years of service, eligible fulltime employees will receive an additional five (5) days of Leavebank at the beginning of the following calendar year, and will receive an additional day of Leavebank for each year after the sixth year of service with Mindbank. For example:

Years 1-5	15 days
Year 6	20 days
Year 7	21 days
Year 8	22 days
Year 9	23 days
Year 10	24 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 accrue Leavebank 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.

2.4 HOLIDAYS

Effective January 1, 2011, for salaried employees who work at least a 40-hour workweek, Mindbank recognizes ten paid holidays per year. These holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Occasionally, a client may schedule a holiday that Mindbank does not observe. 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 period of time. Mindbank may reassign employees during such periods. If reassignment is not practical, employees will be required to use their Leavebank.

2.5 LEAVE WITHOUT PAY

Mindbank grants salaried employees who work at least a 40-hour workweek and eligible 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 and Mindbank's Human Resources Department.

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 required by the Family Medical and Leave Act.

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

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

2.6 JURY OR WITNESS DUTY LEAVE

For salaried and hourly 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 difference 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 Mindbank's Human Resources Department, 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 Mindbank pay.

2.7 FAMILY AND MEDICAL LEAVE

Employees of Mindbank are eligible for family and medical leave if they have at least 12 months of service and have worked at least 1,250 hours within the preceding 12-month period. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during a 12-month period (at 40 hours per week if you are full-time, or prorated if you work part-time). 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.

FMLA leave may be taken for the following reasons:

- Birth of a child or to care for a child within the first 12 months after birth;
- Placement of a child with the employee for adoption or foster care and to bond with and care for the child within the first 12 months after placement (evidence of legal adoption or foster care must be provided);
- To care for an immediate family member who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the functions of his/her position; or
- Employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves.

Military Caregiver Leave. In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to 26 weeks of FMLA leave in a 12-month period, including the types of leave listed above.

Notice of Leave. When requesting leave, the employee must:

Supply sufficient information for Mindbank to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;

Provide notice of the need for leave at least 30 days in advance or as soon as practicable; and

Cooperate with all requests for information regarding whether absences are FMLA-qualifying.

Failure to comply may result in leave being delayed or denied.

Intermittent Leave. When medically necessary, employees may take FMLA leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with Mindbank to arrange reduced work schedules or intermittent leave so as to minimize disruption of business operations.

Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations. Leave because of the birth or adoption of a child may not be taken intermittently and must be completed within the 12-month period beginning on the date of birth or placement of the child.

Medical and other Certifications. Employees will be required to provide a medical certification if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined. Mindbank, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, Mindbank may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave. Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

Fitness for Duty Certifications. Because Mindbank wishes to ensure the well-being of all employees, any employee returning from FMLA leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be disciplined or terminated. FFD certifications may be required when an employee returns from intermittent FMLA leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

Maintenance of Benefits. Mindbank will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse Mindbank for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Concurrent Leave. Employees must use any accumulated sick leave, vacation time, or paid time off (Leavebank) to the extent available during FMLA leave, unless such leave is covered under workers' compensation, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay.

Married Couples Who Work for Mindbank. If an employee and his/her spouse both work for Mindbank, they are both eligible for leave. The employee and employee spouse may be limited to a combined total of 12 weeks of FMLA leave in a 12-month period if the leave is taken for the following reasons:

- Birth, adoption, or foster placement of a child (evidence of legal adoption or foster care must be provided);
- To care for and bond with such child who does not suffer from a serious health condition;
- To care for a parent with a serious health condition; or
- A combination of the above.

- For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above in this paragraph.

Absenteeism. FMLA leave may be counted as an absence under Mindbank's attendance policy.

Return from Leave. Upon return from leave, the employee will be restored to his/her original or an equivalent position. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with Mindbank. Employees who do not return to work at the end of their leave will be terminated unless they are entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act.

State and Local Laws. When state and local laws offer more protection or benefits, the protection or benefits provided by those laws will apply.

2.8 MILITARY LEAVE

In accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA), Mindbank grants military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any Leavebank accrued during military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA. Please contact Mindbank's Human Resources Department for more information. Employees who have elected to make insurance premium contributions on a pre-tax basis, premiums due while on unpaid Military Leave may continue to make such contributions 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 during Military Leave. While receiving Leavebank pay, employees will continue to earn Leavebank; however, Military Leave without pay does not earn Leavebank

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for employment within 90 days of discharge from the military, except as otherwise provided by law. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment. If employees were participants in Mindbank's 401(k) plan at the time they left for military duty, they will be permitted to make additional contributions to the plan. Employees may initiate these additional payments as of their reemployment date and continue them for the period of time permitted by law.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be

considered Leavebank or other paid time off. However, employees may elect to have their reserve duty period be considered as Leavebank to the extent they have such time available.

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 Mindbank's Human Resources Department.

2.9 TIME OFF DOCUMENTATION

If you are planning to take leave or if you have received approval for unpaid leave, please complete the Time Off Documentation (MB Form-TO-01) and submit it to the Payroll Office so that Mindbank can account properly for this time.

2.10 401(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 Code. 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 on January 1, April 1, July 1, or October 1 if you are an employee and have completed three months of service. You will be notified concerning enrolling in the Plan and contribution and investment options. Enrollment is automatic if you do not act at this time. Please see the Summary Plan Description for more information.

2.11 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.

2.12 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 can provide you with detailed information about the Training Credits Program.

2.13 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, illness or injury that occurs on the job, or that you believe to be work-related.

2.14 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.

2.15 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, and first mortgage/home equity loans.

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

3.1 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 holiday observed by Mindbank or by banks, 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 – for pick-up at the office, mailed to the employee, or direct deposit.

Direct deposit is recommended because it saves time in picking up a check and because checks can be delayed or lost in the mail. To effect direct deposit of your paycheck, you must provide a voided personal check (copies of checks are not accepted).

CONFIDENTIALITY

All information regarding your compensation is confidential and may not be discussed with other Mindbank employees and may only be discussed with your supervisor and Mindbank's Human Resources Department. 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 financial difficulties. Consequently, a new hire may request an advance as follows: (1) If hired eight to fourteen 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 equal installments from the next two regular pay checks; and (2) if hired one to seven 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 deduction from the pay check for 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 Mindbank's Human Resources Department immediately following their start date.

3.2 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 p.m. on the next business day following the 15th and the last day of each month. **Any time sheets not received by the cut-off will be processed in 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. Mindbank will not issue pay checks based on delinquent time sheets any earlier than the next payroll cycle following submission of the time sheet.

All fields on the time sheets must be completed, 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 the employee's immediate supervisor.

3.3 WORKING HOURS, FLEXIBLE WORK SCHEDULES AND TELECOMMUTING

STANDARD WORK DAY

For in-house staff employees, 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. If late or absent, you are expected to call Mindbank'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.

FLEXIBLE WORK SCHEDULES

To accommodate the needs of our employees, Mindbank will permit in-house staff employees to vary their work schedule from the Standard Work Day, as long as the employee's modified work schedule does not adversely affect the employee's productivity or adversely affect the efficient operation of Mindbank.

Each Mindbank employee is required to work eight-hours during each day of the work week, but can opt to schedule those eight hours at any time during period between 7:00 am and 7:00 pm, provided that the employee's work schedule includes the Core Time of 10:00 am to 4:00 pm. Employees may schedule up to a one-hour lunch break during Core Time. The employee's eight-hour work schedule must be continuous, meaning that split shifts are not permitted. All employees are required to take one hour lunch break.

The following depicts Mindbank's work days.

Mindbank Flex-Time Work Day

7:00 a.m. to 10 am	10:00 a.m. to 4:00 p.m.	4:00 p.m. to 7:00 p.m.
Flexible Starting Times	Core Time	Flexible Leaving Times

Mindbank Standard Work Day 8:30 a.m. to 5:30 p.m.

Mindbank's Human Resources Department has the right to require an employee to modify the employee's flex-time work schedule, if Mindbank's Human Resources Department determines that the employee's work schedule is adversely affecting employee's productivity or Mindbank's efficient operations.

Mindbank reserves the right to modify or discontinue this Flex-Time Work Policy at any time.

Employees working at client locations are required to adhere to the assigned client's official business hours. Employees also should adhere to the client's standard practices with regard to notification for absences from the office and, in addition, to submit Time-Off Documentation to Mindbank Payroll Department.

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

3.4 TELECOMMUTING

Mindbank will permit some employees in specific positions to telecommute and work at home, provided such telecommuting does not adversely affect the employee's productivity or the efficient operation of the organization. Some of Mindbank's positions, by their very nature, are not appropriate for telecommuting. For example, positions that require supervision of other employees usually cannot be performed off-site, because it is an integral part of the position that the supervisor be readily available to answer questions and coach employees. Mindbank will determine whether a specific job may be performed effectively off-site and whether an individual is effective working without supervision at home.

When considering telecommuting, Mindbank's Human Resources Department will, among other things, determine whether the following conditions are met:

1. The position is appropriate for a telecommuting arrangement.
2. Telecommuting does not adversely affect Mindbank's departmental assignments/projects, customer relations, or other work units;
3. Adequate and suitable work is available for the employee to perform at home with no supervision; and
4. The employee has maintained a good work record prior to making a request to telecommute. (For example, no excessive or unexcused absences and no corrective action within the last six months of employment.)

Employees interested in telecommuting should discuss with Mindbank's Human Resources Department whether telecommuting is an option in their current position. If Mindbank's Human Resources Department approves a telecommuting arrangement, the employee will be required to sign an agreement to govern that arrangement.

3.5 OVERTIME

All non-exempt personnel will be paid at time and one-half for hours worked in excess of 40 hours per week, **provided the employee obtained prior written approval from Mindbank's Human Resources Department to work the overtime hours.**

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

3.6 EXPENSES

Necessary and reasonable expenses related to Mindbank's business will be reimbursed in accordance with Mindbank's expense reimbursement policy. 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 approval.

Expense Forms:

To be reimbursed for authorized expenses you have incurred, you must complete and submit a Mindbank Expense Form (MB Form-EX-02) and provide original receipts, not later than 30 days after you have incurred the expense(s). Expense forms must be signed by your manager and forwarded to the Accounting Office in a timely manner.

3.7 CHECK REQUEST FORMS

If you are incurring an expense that requires payment with a Mindbank check, you must complete a Mindbank Check Request Form (MB Form-CK-03. Expenses must be approved, in advance, by your supervisor. Expense reimbursement checks are prepared on Tuesdays and Fridays, so you should plan accordingly.

3.8 TRAVEL POLICY

Mindbank will reimburse travel expenses related to Mindbank's business, provided that the employee's travel has been approved in advance by Mindbank and/or Mindbank's client management, if applicable. Mindbank will not reimburse expenses not approved in advance. Approved reimbursement requests, containing original receipts, must be submitted through your manager to the Accounting Office within 30 days of incurring the expense.

3.9 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.

3.10 AIR TRAVEL POLICY

Employees are encouraged to submit their approved travel plans (i.e., departure and return dates and times and airports/local destinations) to Mindbank's Director of Quality Assurance Programs as early as possible in order to obtain the lowest possible fares based on advance reservation and coach travel. Please note that no reservations can be made until you provide a travel authorization to the Director of Quality Assurance Programs.

3.11 GARNISHMENTS

Mindbank may be required by court order or other legal process to garnish (withhold) amounts from an employee's pay. Because of the time and money involved in processing garnishments, Mindbank may charge and collect a fee from the employee, to the extent permitted by law, for processing each garnishment summons served on Mindbank with regard to the employee. In addition, Mindbank may elect to discipline or discharge an employee if Mindbank receives garnishment requests for more than one debt.

The Payroll Office can assist you if you have questions concerning deductions from your pay check.

3.12 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 Payroll Office. 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.

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

This statement on the use of technology (1) sets forth Mindbank's policy regarding the acceptable use of 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.

4.1 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.

Use of Mindbank's telephones for personal 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 monitoring.

Mail:

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

4.2 USE OF CELLULAR PHONES WHILE DRIVING

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

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

Texting is completely prohibited while driving.

Proper cell phone use is a part of safety and Mindbank encourages employees to observe 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.

4.3 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. 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 unauthorized 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.

Consequently, Mindbank employees shall:

1. 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, and
2. Notify Mindbank's Human Resources Department or Mindbank's legal counsel immediately upon learning of any misuse of software or related documentation within the Company.

Mindbank employees shall not:

1. Download or copy software without approval from the IT Department;
2. 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;
3. Knowingly introduce a computer virus, worm, "Trojan horse," or any other contaminating or destructive features into Mindbank's computers;
4. Give software used by Mindbank to any third parties, including contractors and customers;
5. 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.

SYSTEMS

All employees are responsible for maintaining systems security. Employees with access to a computer are responsible for safeguarding their passwords to ensure that no transaction takes place under those passwords for which they are not responsible. Under no circumstances should employees reveal their passwords to another individual. Passwords and encryption keys must be made available to Mindbank's IT Department upon request.

All workplace technology located at Mindbank's premises or provided to its personnel for off-premises use, including telephones and telephone systems, PDAs, computers, E-mail and voice mail systems, fax machines and photocopiers, are owned by Mindbank and should be used primarily for conducting Mindbank's 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 do not have a personal privacy right to any matters received, created in, sent over, or stored in Mindbank's telephone systems, communication systems, and/or computer systems, and consequently, 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. Consequently, in no event should an employee use Mindbank's E-mail, telephone and computer systems to communicate with anyone with whom the employee wants the communication to be confidential or privileged, such as, for example, with the employee's health care providers or personal legal counsel.

E-mail and Computer Systems

1. Mindbank's E-mail system and computer systems shall not be used to:
 - a. Solicit for commercial ventures, religious, charitable or political causes, outside organizations, or personal or other non-job related activities or matters.
 - b. Transmit, forward, or download material that is offensive, abusive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, inflammatory, fraudulent, or otherwise unlawful. Any employee who transmits forwards, or downloads child pornography is subject to immediate termination of employment;
 - b. 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.
 - c. 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.
 - d. Transmit or disseminate Mindbank's confidential information, proprietary materials, or trade secrets to any outside source without an express business purpose or without authorization from Mindbank's Executive Management;
 - e. Send or forward any chain e-mail, broadcast e-mail, or spam;
 - f. Gamble and/or participate in fantasy sport leagues;
 - g. Solicit non-company business or use Mindbank's e-mail or Internet for personal gain including outside employment, self-employment, and family-owned businesses;
 - h. Write or participate in blogs that injure, disparage, and/or defame Mindbank, its customers, its competitors, and/or its employees' reputations by name or implication;
 - i. Transmit or download information seeking employment for themselves outside of Mindbank;
 - j. Use Mindbank's e-mail or computer system to send invitations, other than invitations of a personal nature;
 - k. Visit chat rooms, use listservs, and/or news groups or post their Mindbank e-mail addresses on the Internet when not business-related;
 - l. Receive or forward unsolicited e-mails that violate company policy;
 - m. Download files from the Internet except for an express Mindbank business purpose;
 - n. Receive or forward unsolicited e-mails that violate company policy;
 - o. Attempt to read, intercept, copy, or delete e-mails between other users;

- p. Post or transmit any message anonymously or under a false name or permit any other individual to do so;
- q. Impersonate another person:
- r. Collect information about others, including e-mail addresses, without their consent; or
- s. Attempt to defeat any security mechanisms to gain unauthorized access to computer files or other information on Mindbank's telephone systems, electronic communication systems, or information systems.

Employees may encounter information on the Internet that relates to Mindbank or its service and/or products. If this should occur, employees should not respond, but instead should bring the information to the attention of Mindbank's Human Resources Department for a determination if any response or action to the information is required.

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 that 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 obtain access to any of its computers, voice mail and E- 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 or confidential or that Mindbank or its designated representatives will not have a need to access and review this information. Individuals using Mindbank's systems and business equipment also should have no expectation that any information stored on Mindbank's computers or other systems used by them will be secure or private, whether the information is contained on a computer hard drive, computer disks or in any other form or manner.

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.

5. Occasional and brief personal use of the Internet is acceptable as long as it is not excessive or inappropriate, does not occur during work time, does not violate any of the prohibitions listed above, and does not result in expenses to Mindbank. Management reserves the exclusive right to determine whether any use is inappropriate, excessive, and/or violates this policy.

6. 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 of employment.

Social Media

1. Mindbank recognizes the growing importance of online social media networks as a communication tool. This policy addresses employees' use of such networks, including personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. Mindbank respects the right of employees to use these media during their personal time. Use of these social media networks during company time or

on company equipment, however, is prohibited, unless an employee has a legitimate business reason and has received advance written permission from Mindbank's Human Resources Department.

2. Mindbank takes no position on employees' decision to participate in the use of social media networks. In general, employees who participate in social media are free to publish personal information without censorship by Mindbank. Employees must avoid, however, posting information that could harm Mindbank using the guidelines set forth below.

3. All employees are responsible for maintaining Mindbank's positive reputation. Under no circumstances should employees present the company to the public in a manner that diminishes its standing within the community. Instead, employees are responsible for presenting the company in a manner that safeguards the positive reputation and that of Mindbank and its employees and management.

4. If an employee chooses to identify him or herself as a Mindbank employee on any social media network, he or she must adhere to the following:

a. Employees are required to state in clear terms that the views expressed on any social media network are the employee's alone and that they do not necessarily reflect the views of Mindbank.

b. Employees are prohibited from:

- Disclosing information on any social media network that is confidential or proprietary to Mindbank or to a third party that has disclosed information to Mindbank. For example, information about or identifying Mindbank customers, co-workers, incidents that occur at Mindbank or information that may be valuable to a competitor, including specific service or product information or pricing.
- Displaying Mindbank's logo on any social media network without permission from Mindbank. Also, they should not post images of co-workers without the co-workers' consent. Finally, employees are prohibited from posting any nonpublic images of Mindbank's premises and property.
- Making statements about coworkers or about Mindbank or its customers, competitors, agents, and partners that could be considered as harassing, threatening, libelous, or defamatory in any way.
- Acting as a spokesperson for Mindbank or posting comments as a representative of the company.
- Sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.), as well as any behavior not in agreement with Mindbank's Standards of Ethical Conduct Policy or general corporate policies.

5. Employees who are managers or supervisors are prohibited from making a "friend request" of a subordinate or in any other way request that a subordinate allow that manager or supervisor to have access to or participate in any of subordinate's social media accounts.

6. Employees may be required to annually disclose to Mindbank, on a form provided by Mindbank, whether or not they have a personal web site or web log.

7. Employees who participate in social media networks may still decide to include information about their work at Mindbank as part of their personal profile, as it would relate to a typical social conversation. This may include: (i) work information included in a personal profile, to include job title and job duties, (ii) status updates regarding an employee's own job promotion, and (iii) personal participation in Mindbank's sponsored events, including volunteer activities.

8. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to Mindbank may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary company information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure.

9. Mindbank reserves the right to view and monitor an employee's website or web log at any time without consent or previous approval.

10. Employees should notify Mindbank's Human Resources Department if they encounter incorrect information about Mindbank online. **Employees should not attempt to correct any such information that appears online.**

11. Employees are prohibited from endorsing Mindbank's services or products without first identifying themselves as Mindbank employees,

12. Anything posted on an employee's Web site or Web log or other Internet content for which the employee is responsible will be subject to all of Mindbank's policies, rules, regulations, and guidelines.

4.4 Bulletin Boards

Mindbank uses conventional and electronic bulletin boards to communicate important business information such as government, statutory and legal notices, safety rules, company policies, and management memos. Each employee has the responsibility to read the information that is posted. In no event shall any employee post, remove or alter material on the Mindbank bulletin boards that contain government notices. Employees are not permitted to post, remove or alter material on other Mindbank bulletin boards without the approval of Mindbank's Human Resources Department. Such approval must appear on any notices posted on the bulletin boards.

4.5 Contacts with News and Other Media

To ensure accuracy regarding Mindbank, its operations or actions, Mindbank's President or designee will serve as the only authorized media spokesperson for Mindbank. No other employee may grant an interview concerning company business to any form of media without written permission from Mindbank's President or designee.

5.0 NON-DISCRIMINATION AND NON-HARASSMENT POLICY

Mindbank is proud of its collegial work environment in which all individuals are treated with respect and dignity. Mindbank strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. Mindbank believes that discrimination, harassment, and/or retaliation in any form constitute misconduct that undermines the integrity of the employment relationship. Consequently, Mindbank prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's gender, national origin, age, sexual orientation, disability, or any other basis protected by applicable federal, state, or local law. This policy applies to all of Mindbank's employees, independent contractors, and applicants for employment.

5.1 NON-DISCRIMINATION

Mindbank's non-discrimination commitment applies to all terms and conditions of employment, including hiring, benefits, compensation, working conditions, promotion, demotion, transfer, training, and termination.

Mindbank employees should report any discrimination to Mindbank's Human Resources Department, as provided below

5.2 NON-HARASSMENT

Mindbank is strongly committed to maintaining a workplace free of impermissible harassment or intimidation, including sexual harassment, and will not tolerate any such harassment or intimidation.

SEXUAL HARASSMENT

Sexual harassment generally is defined 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 individual's reaction to the conduct is used as a basis for employment decisions affecting that individual; or (3) the conduct has the purpose or effect of interfering with the individual'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, or 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, images, or pictures; (6) subtle pressure for sexual activity; and (7) inappropriate physical contact.

Sexual harassment does not include 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.

Mindbank employees should report any sexual harassment to Mindbank's Human Resources Department, as provided below.

GENERAL HARASSMENT

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

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 activities of its customers or suppliers or over their workplaces, and consequently is not responsible for any such harassment, it is not a condition of Mindbank employment to accept harassing behavior from customers and suppliers. Mindbank employees should report any harassment by Mindbank's customers or suppliers to Mindbank's Human Resources Department, as provided below.

5.3 HARASSMENT AND DISCRIMINATION REPORTING PROCEDURES

Mindbank encourages individuals who perceive they are being harassed or discriminated against to report that conduct to Mindbank's Human Resources Department within three (3) calendar days after occurrence of the incident (not including holidays observed by Mindbank). Individuals are not required to approach the person who is harassing and/or discriminating against them and they may bypass any offending member of management.

Mindbank will conduct an impartial and confidential investigation of the discrimination and/or harassment complaint; however, the person(s) named in the complaint will be notified of the nature of the complaint and from whom it was received. Any immediate supervisor who is alleged to have harassed or discriminated against an individual at Mindbank will not be in charge of Mindbank's investigation of the individual's complaint of harassment or discrimination. Individuals 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 individual who complained.

Any Mindbank employee who is found to have engaged in unlawful discrimination or harassment of another will be subject to disciplinary action, up to and including termination. Similarly, an individual who knowingly files a false complaint, may be subject to disciplinary action, including possible termination of employment.

5.4 NO RETALIATION.

Mindbank prohibits retaliation of any kind against individuals who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an individual feels he/she has been subjected to any form of retaliation, that individual should report that conduct to Mindbank's Human Resources Department within three (3) calendar days after the offense occurred. Individuals are not required to approach the person who is retaliating against them and may bypass any offending member of management. A knowingly false retaliation complaint, however, may result in disciplinary action, including possible termination of employment.

6.1 AT-WILL EMPLOYMENT

Nothing contained in this Handbook or in any other materials or information distributed by Mindbank creates a contract of employment between an employee and Mindbank. Employment is on an at-will basis during the entire term of your employment. This means that employees are free to resign their employment at any time for any reason, and Mindbank retains that same right. No statements to the contrary, written or oral, made either before or during an individual's employment can change this. No individual supervisor, manager, or officer can make a contrary agreement or make any agreement or representations contrary to this policy, except for Mindbank's Executive Management, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the President of Mindbank or his designee.

6.2 NEW HIRES – EMPLOYMENT ELIGIBILITY AND INTRODUCTORY PERIOD

Mindbank is required by law to comply with the Immigration Reform and Control Act of 1986. All offers of Mindbank employment are contingent on verification of United States employment eligibility, meaning that all new employees must complete an I-9 Form and provide proof of their identity and of their eligibility to work in the United States. Employees will be expected to complete the I-9 Form on their first day of work. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, the new employee must provide acceptable proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated. Federal Law requires that Mindbank participate in the Federal Government's E-Verify identity and employment eligibility verification program.

All new employees work on an introductory basis for the first 180 days after their date of hire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the position meets their expectations. Mindbank uses this period to evaluate employee capabilities, work habits, and overall performance. Mindbank may extend the introductory period for a specified period if Mindbank determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance.

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

6.3 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 any of the services or products Mindbank provides to its customers. As an employee of Mindbank, you have a duty to Mindbank to provide your full time and attention to your work at Mindbank. Consequently, if for any reason you intend 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 duty of loyalty to Mindbank or your ability to perform your work with Mindbank.

6.4 CONFIDENTIAL AND PROPRIETARY INFORMATION

Mindbank's property includes not only tangible property, but also intangible property such as information. Proprietary information includes all information obtained by our employees during the course of their work. Mindbank's employees will receive and have access to information that is confidential in nature to Mindbank, its clients/customers, and vendors. This information includes but is not limited to research, strategic plans, personnel files, marketing data, formulas, and customer/client lists. Employees are not to disclose any such information to (1) any other person in Mindbank unless a legitimate business reason exists for doing so or (2) any person outside Mindbank, unless Mindbank's Executive Management has expressly stated that the information can be disclosed to that person. This obligation continues even after the employee's employment with Mindbank terminates.

Mindbank has developed certain proprietary written information, and/or processes that are unique to Mindbank. Keeping such information from competitors plays an important part in our success. Mindbank protects proprietary information by restricting access to such information to only those who have business reasons to have access to such information. All employees are required to sign a confidentiality agreement upon hire.

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. Mindbank will assume 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.

6.5 INVENTIONS, CREATIONS AND COMPUTER PROGRAMS

All inventions, improvements, ideas, designs, know-how, patents, and patent rights, that you may invent, develop or improve during your 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 assumed 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.

6.6 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. Any involvement of a romantic nature between an officer, director, manager,

supervisor, or agent of Mindbank and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to and including termination of the management individual involved in the relationship.

If you are in a consensual romantic relationship with a coworker (but the two of you are not in a supervisor/subordinate role), 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 activities or your off-duty conduct unless they have a negative impact upon the work environment. If such a situation occurs, Mindbank will take 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.

7.1 PRE-EMPLOYMENT DRUG SCREENS 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. Mindbank may also require additional drug screens and background checks as a condition of an employee's 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.

7.2 PERSONNEL DATA CHANGES

It is your responsibility to notify Mindbank promptly of any changes in personnel data, including any changes related to your, beneficiary designation, mailing address, telephone numbers, or any other information that would affect your employee benefits or Mindbank's ability to quickly contact you or a designee in case of an emergency.

7.3 POSTING OF AVAILABLE POSITIONS

Job openings will arise from time to time either through normal attrition or a management decision to create new or additional jobs. Mindbank intends to post all positions below executive level to enable current employees to indicate an interest in being considered for an open position. Whenever possible, available positions will be filled by qualified employees from within Mindbank.

Available positions will be posted on Mindbank's website. Nonexempt positions will be posted for a minimum of three days and exempt positions will be posted for a minimum of five days.

Employees applying for internal positions must have completed a minimum of six months in their current position. This provision may be waived by Mindbank's Human Resources Department.

7.4 REFERENCES AND EMPLOYEE INFORMATION

All inquiries regarding employees who are currently employed or have been previously employed by Mindbank are to be referred to Mindbank's Human Resources Department. Frequently a prospective employer will inquire about an employee's character or abilities. This information is considered confidential and may not be released. Mindbank will only provide confirmation of information provided by the employee or former employee to a third party, unless special circumstances exist or Mindbank is compelled by law to release additional information. That information is limited to dates of employment and job title.

The only exception to the above statement is that Mindbank may release salary information to credit institutions when such information will assist the employee in securing credit, provided

the request for salary information is made in writing and the employee authorizes release of the information. Only Mindbank's Human Resources Department is authorized to give any references or information with respect to a current or former employee.

7.5 PERSONNEL FILES

All information contained in personnel files is the property of Mindbank and is considered confidential. Mindbank also maintains a separate medical file on each employee. Access to an employee's medical file is extremely limited and based only on a need-to-know.

All current employees will be permitted to review their personnel files at reasonable times with reasonable notice. Former employees normally will not be permitted to review their personnel files after leaving Mindbank. You may arrange with Mindbank's Human Resources Department to review your file, and may obtain copies of documents in your file.

7.6 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).

8.1 TOBACCO USE POLICY

In keeping with Mindbank's intent to provide a safe and healthful work environment, use of tobacco products including but not limited to cigarettes, cigars, pipes, and smokeless tobacco is prohibited inside any of Mindbank's facilities and vehicles. Use of tobacco products will be allowed in designated areas outside of the buildings in which Mindbank's facilities are located. The management of each facility will designate such outside areas where the use of tobacco products will be allowed. This policy relates to all work areas at all times, including before and after normal working hours.

8.2 EMERGENCY CLOSING/INCLEMENT WEATHER

Mindbank offices will always be open during normal business hours. In the case of inclement weather, it is your personal decision whether or not it is safe to travel to work. If you choose not to come to work, notify your manager as soon as possible. Absences will be charged to your Leavebank account. If you are an hourly-paid employee your time absent will be charged as leave without pay.

If you are assigned to work at a client site (including a U.S. Government site) and the client's offices are closed due to inclement weather, but Mindbank's offices are open, the hours you did not work due to such closure will be charged to your Leavebank account. If you are an hourly-paid employee your time absent will be charged as leave without pay.

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.

8.3 SAFETY/EVACUATION POLICY

RESTON, VIRGINIA/CORPORATE OFFICE

Policy:

Each employee is responsible for knowing and understanding his/her part in the event of both a practice evacuation and an actual emergency. If the emergency fire alarm system is activated (or any other directive given by the building management company or Mindbank's Human Resources Department) all employees are to evacuate the building by following the procedures below.

Procedures:

- In the event of a fire alarm test or fire drill, notice will be given prior to the test/drill. All employees should practice the following evacuation procedures in order to be prepared in the event of an actual emergency.
- If no notice has been given, you must assume the fire alarm was sounded for an actual emergency. In the event of an actual emergency everyone should immediately 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 personal safety 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 whom they trust to 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 go to 1850 Centennial Park Drive, which is the office building in front and to the left of 11400 Commerce 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 employees have exited the building and have congregated at the designated meeting site, the Emergency Coordinator should make sure all employees and visitors are accounted for. If the count is short, the Emergency Coordinator should immediately inform the Fire Department of the missing individuals.
- Do not re-enter the building until you are informed to do so by the Emergency Coordinator or Mindbank's Human Resources Department.

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

COLORADO OFFICE

Policy:

If the emergency fire alarm system is activated (or any other directive given by the building management company) all employees are to evacuate the building by following the procedures below.

Procedures:

- In the event of a fire alarm test or fire drill, notice will be given prior to the test/drill. All employees should practice the following evacuation procedures in order to be prepared in the event of a real emergency.
- If no notice was given, you must assume the fire alarm was sounded for an actual emergency. In the event of an actual emergency everyone should 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 personal safety 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.
- Once staff have left the building and congregated at the designated meeting site, the Emergency Coordinator should make sure all employees and visitors are accounted for. If the count is short, the Emergency Coordinator should immediately inform the Fire Department of the missing individuals.
- Do not re-enter until you are informed to do so by the Emergency Coordinator.

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.

8.4 RECEIVING THREATS

Mindbank employees are responsible for knowing and understanding their part in case a threat has is made to commit an act of violence, including but not limited to, bomb threats. Please familiarize yourself with the following procedures in case you are the individual who receives a threat call or message.

Telephone Calls:

- Remain calm while listening to or talking with the caller.
- Note the telephone number the call is received on and the caller ID information, if available.
- 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 Mindbank's Human Resources Department immediately. If no one from Human Resources is available, report the threat to the Emergency Coordinator .

E-mail and other written messages:

Immediately forward the message to Mindbank's Human Resources Department.

The Human Resources Department or the individual to whom you reported the call shall call 911 and building management (In Reston: Vornado/Charles E. Smith 703-769-1250. In Golden: First Industrial 303-220-5565) to report the threat.

8.5 SEARCH

Access to Mindbank's premises is conditioned upon its right to inspect or search the person or personal effects of any employee or visitor. This may include any employee's office, desk or file cabinet. Because even a routine inspection or search might result in viewing an employee's personal possessions, employees are encouraged not to bring any item of personal property into the workplace that they do not want revealed to Mindbank.

Any prohibited materials (or materials that may be determined to be prohibited) that are found in an employee's possession during an inspection or search will be collected by Mindbank's Human Resources Department and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If, after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee and the employee will sign a receipt for the contents. If

the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee, but will be turned over to the appropriate law enforcement agency.

From time to time, and without prior announcement, inspections or searches may be made of employees entering, leaving, or on Mindbank's premises or property (including alcohol and/or drug screens or other testing). Refusal to cooperate in such an inspection or search (including alcohol and/or drug screens) is grounds for termination

9.1 ETHICS AND CONFLICTS OF INTEREST

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of Mindbank. Mindbank needs to know that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

Mindbank has adopted a separate ethical conduct policy and guidelines, which employees can access at Mindbank's electronic documents library.

Employees are encouraged to seek assistance from Mindbank's Human Resources Department with any legal or ethical concerns. However, Mindbank realizes this may not always be possible.

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, unless such absences were approved in advance.

Communication with the Mindbank Office: Changes in working hours and work schedules, notification of absences, Leavebank, etc., should be discussed with Mindbank's Human Resources Department. The policy on working hours is described in more detail in Section 5 of this Handbook.

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.

A factor that Mindbank's employees who provide services to a Mindbank client should 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 consequently, employees must practice good grooming and personal hygiene.

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

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.)

Shorts.

Stirrup pants and leggings.

Casual sandals, athletic or canvas shoes, casual boots.

Flannel shirts.

Capri pants.

Uncovered bras and 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.

Uncovered 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's 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 Mindbank's Human Resources Department. 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 investigations by Mindbank or law enforcement bodies.

All suspicious activities or individuals engaging in suspicious activities should also be reported as soon as possible to Mindbank's Human Resources Department. 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 legal proceedings against the person or persons involved or refer the matter to law enforcement authorities. 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 workplace free from drugs and alcohol, 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: (i) manufacture, ingest, use, possess, transport, sell or distribute any controlled substance (*e.g.*, a substance controlled under Federal or state laws) or paraphernalia or (ii) abuse inhalants or prescription drugs or possess prescription drugs that have not been prescribed for the employee by a physician, while on Mindbank premises, while engaged in work for Mindbank or while in or operating vehicles or equipment owned or leased by Mindbank. Please note that “medical-use marijuana” is a “controlled substance” and is included in this prohibition and is subject to this Drug and Alcohol-Free Workplace Policy, to the extent consistent with applicable law. Consuming alcohol on Mindbank premises or on Mindbank time also is prohibited.
2. No employee shall be present on Mindbank’s premises or report for, commence, or continue to work (i) while under the influence of controlled substances, inhalants or alcohol or (ii) while controlled substances, inhalants or alcohol are in his/her system except for a controlled substance or inhalant prescribed by, and used pursuant to the instructions of, a physician.
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 Mindbank’s Human Resources Department 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 Department 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 property or facilities of Mindbank, while on Mindbank’s 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 by a member of Mindbank’s Human Resources Department to undergo drug and/or alcohol testing when a member of Mindbank’s Human Resources Department has a reasonable suspicion that the employee is under the influence of drugs or alcohol in the workplace. "Reasonable suspicion" means that based upon objective facts and reasonable inferences drawn from those facts, whether observed firsthand or based upon the report of others, Mindbank’s Human Resources Department concludes 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, leased or hired vehicle or while the employee is in his/her own vehicle and is engaged in Mindbank’s business(an employee commuting to and from work is not considered engaged in Mindbank’s business).

3. Return to Duty Testing. Any employee who is determined to have engaged in any of the prohibited conduct described in this policy and who is subjected to disciplinary action, up to and including termination 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 SOLICITATION

Face-to-face solicitation by an employee of another employee is prohibited during the working time of either person. Working time is defined as time when an employee's duties require that he/she be engaged in work tasks. The physical distribution of printed materials or information of any nature shall be limited to non-work areas at non-work times. No materials shall be posted anywhere on Mindbank's premises without the authorization of Mindbank's Human Resources Department. Solicitation and/or distribution of material on company property by persons not employed by Mindbank are prohibited at all times. Distribution of such materials by electronic means is subject to the restrictions set forth in Section 8. Communications of this Handbook.

9.7 STATUTORY CONFLICTS

To the extent that any policy may conflict with federal, state, or local laws, Mindbank will abide by the applicable federal, state, or local law.

9.8 POLICY CHANGES

Mindbank reserves the right to suspend, revise, or revoke any of its policies, procedures, and/or practices at any time with or without notice.

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 at any time with little or no 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 Mindbank's Executive Management has the authority to waive any of the provisions of this handbook, or make representations contrary to the provisions of this handbook.