

NITELINES USA, INC.
FEDERAL SERVICES CORP.

Employee Manual

Please discard all other copies as of 1/1/2009

“Committed To Exceeding The Standards Established by Our Customers”

950 Scales Road NW, Bldg. 200 St. 203 Suwanee, Georgia 30024 678-714-8033 Fax 678-714-8023

www.Nitelinesusa.com

Welcome to NiteLines USA, Inc.

Dear New Employee:

We are very happy to welcome you to NiteLines USA, Inc. Thank-you for joining us! We want you to feel that your association with NiteLines USA, Inc. will be a mutually beneficial and pleasant one.


You have joined an organization that has established an outstanding reputation for quality services. Credit for this goes to every one of our employees. We hope you, too, will find satisfaction and take pride in your work here.

This Manual provides answers to most of the questions you may have about NiteLines benefit programs, as well as the company policies and procedures we abide by-our responsibilities to you and your responsibilities to NiteLines USA, Inc. If anything is unclear, please discuss the matter with your corporate project manager. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to NiteLines USA, Inc. policies. In addition to clarifying responsibilities, we hope this Employee Manual also gives you an indication of NiteLines USA, Inc. interest in the welfare of all who work here.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on the company bulletin boards (respectively) and/or notices sent directly to you in-house.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working-pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. NiteLines USA, Inc. is committed to doing its part to assure you of a satisfying work experience. I extend to you my personal best wishes for your success and happiness at NiteLines USA, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "H.L. McGlockton, III". The signature is stylized and includes a large, sweeping flourish at the end.

H.L. McGlockton, III
President
Nitelines USA, Inc.

You Are Part Of Our Team...

As a member of Nitelines USA (NTLUSA) team, you will be expected to contribute your talents and energies to improve the environment and quality of the company, as well as the company's services. In return, you will be given opportunities to grow and advance in your career.

NiteLines USA, Inc. is dedicated to two standards:

1. To provide our customers with the best quality services at the best prices with the best service.
2. To provide you with wages and benefits comparable to others doing similar work within the industry and within the region.

The only things we require for employment, compensation, advancement, and benefits are performance and a good team attitude; however, all employment at Nitelines USA, Inc. is "at will." No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.

We believe that NiteLines USA is a special company with many unique qualities and you will be one of those unique qualities that make us one of the best, most-forward thinking teams in the industry of federal government support services.

Your experience and professional expertise would be a wonderful addition to our corporate family. We are pleased and delighted that you have decided to welcome the opportunity to join our team.

At NiteLines USA, the guiding principles of excellence, service, commitment, and our tradition of caring for our corporate family unit remains true, as it has always been, since the founding of NiteLines USA in 1994. You will become a part of a team, which continues to reflect the constant commitment to what is fair, and which focuses on the desire to lead, rather than follow.

Various Benefits With NiteLines USA, Inc.

You may not have thought about it, but the value of your benefits amounts to a considerable sum each year in addition to the wages or salary you earn. These are just some of the benefits NiteLines USA, Inc. provides for eligible employees each year:

- ❑ **Competitive Beginning Hourly Labor Rate**
- ❑ **Paid Time Off** - May not be used 30 days prior to resignation. *See employment contract.*
- ❑ **Paid Holidays**
- ❑ **Health & Welfare**
- ❑ **Direct Deposit**
- ❑ **Morale Activities:** Periodically, NiteLines USA, Inc. has morale program activities that are selected by our Corporate Assessment Group, according to the preferences of the employees, and the local environment. Some examples of the activities are: Spring/Fall Picnics, Christmas / Holiday Bonuses, Special Discount Arrangement for Amusement Parks, Group Outings (Trips to point of interest), Professional Sporting Events
- ❑ **Funeral Leave:** All Nitelines USA, Inc, employees will receive three (3) days leave with pay in the event of death of an employee's spouse, children, parents, brother, sister, parents-in-laws, or grandchildren. In the case of a spouse or children, the employee will be granted an additional two (2) days of leave with pay.
- ❑ **Jury Duty:** Nitelines USA, Inc. will pay employees called to serve duty the difference between their regular daily pay and the jury per diem for each day served, not to exceed 8 hours per day or 5 days a week, or 30 regular workdays. No jury duty pay will exceed 30 workdays.
- ❑ **Overtime Pay:** An employee's overtime is administered in accordance with 22.301 statutory requirements, Contract Work Hours and Safety Standards Act. The Act requires that certain contracts contain a clause specifying that no contract employee doing any part of the work contemplated by the contract will be required or permitted to work more than eight (8) hours in any calendar day or 40 hours in any workweek unless paid for all such overtime hours at no less than 1.5 times the basic rate of pay. When the hours worked during a single workweek by an employee exceed 8 hours per calendar day and 40 per workweek, the hours in excess of 8 hours per day and 40 hours per workweek will be computed separately. See employment contract.

- ❑ **Severance Pay:** NiteLines USA, Inc. has no program for severance pay in its corporate plan.
- ❑ **Bonuses:** Some employment contracts allocate funds for sign-on, relocation and/or retention bonuses ***Sign-on or Relocation bonuses*** - In the event, you resign from employment with NiteLines USA or NiteLines USA terminates your employment for any reason within 365 days from your start date of employment, you will be held responsible and/or liable for the repayment of this sign-on/ relocation bonus in full to NiteLines USA, Inc. ***Retention*** for any reason within 180 days from your start date of employment, you will be held responsible and/or liable for the repayment.

That's a lot to think about!

Purpose of This Manual

This Manual has been prepared to inform you about NiteLines' history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We ask that you read this Manual carefully, and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with NiteLines USA, Inc. and our policies.

NiteLines' policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy will also be placed on our bulletin boards (respectively).

Notice

The policies in this Manual are to be considered as guidelines. NiteLines USA, Inc., at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for monetary benefits, rights, or privileges beyond the last day worked. No one other than the President of NiteLines USA, Inc. may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

This manual supersedes all other previous manuals for NiteLines USA, Inc. as of August 2008.

What You Can Expect From NiteLines USA, Inc.

NiteLines USA's established employee relations policy is to:

1. Operate an economically successful business so that a consistent level of steady work is available.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our business.
4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.
5. Provide paid vacations and holidays to all eligible employees.
6. Dedicate ourselves to "Total Quality", "Constant and Never-ending Improvement".
7. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive criticisms of fellow employees.
8. Assure employees, after talking with their manager, an opportunity to discuss any problem with officers of NiteLines USA.
9. Make prompt and fair adjustment of any complaints that may arise in the everyday conduct of our business, to the extent that is practicable.
10. Respect individual rights, and treat all employees with courtesy and consideration.
11. Maintain mutual respect in our working relationship.
13. Provide a working environment that is attractive, comfortable, orderly and safe.
14. Promote employees on the basis of their ability and merit.
15. Make promotions or fill vacancies from within NiteLines USA whenever possible.
16. Keep all employees informed of the progress of NiteLines USA, as well as the company's overall aims and objectives.
17. We will do all these things in a spirit of friendliness and cooperation so that NiteLines USA will continue to be known as "a great place to work!"

What NiteLines USA Expects From You

Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom NiteLines USA serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by NiteLines USA. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the company overall, and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This Manual offers insight on how you can positively perform to the best of your ability to meet and exceed NiteLines USA expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making NiteLines USA a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of NiteLines USA. (Please take a look at the section describing the submission of Suggestions.) We're all human, so please communicate with each other and with management.

Remember, you help create the healthful, pleasant and safe working conditions that NiteLines USA intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important.

NiteLines USA needs your help in making each working day enjoyable and rewarding.

Employment

Personnel Administration

Employee Personnel File

Employment Classifications

Full-Time Employees

Part-Time Employees

Temporary Employees

"Non-Exempt" and "Exempt" Employees

Employment Policies

Anniversary Date

Aptitude & Ability Tests

Attendance - "calling off" & time off

At Will Employment

Corporate Business Hours

Confidential Information

Credit Investigation

Customer Relations

Driver's License & Driving Record

Equal Employment Opportunity

Former Employees

Harassment

Health Examinations

Holiday Pay

How You Were Selected

Introductory Period

Job Descriptions

Knowledge of NiteLines USA

Non-Compete Agreement

Outside Employment

Proof of U.S. Citizenship and/or Right to Work

Security Checks

We Need Your Ideas

Standards of Conduct

Disciplinary Actions

Dismissal

Substance Abuse Policy

Drug Testing Consent Form

Personnel Administration

The task of handling personnel records and related personnel administration functions at NiteLines USA, Inc. has been assigned to the appointed CPM. Questions regarding insurance, wages and interpretation of policies may be directed to your respective project manager. In addition, our payroll department can assist you with any delay in pay or direct deposit issues.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your manager as soon as possible.

1. Legal Name
2. Home Address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Martial status
7. Exemptions on your W-4 federal tax form
8. Exemptions on your A-4 state tax form

Coverage or benefits that you and your family may receive under NiteLines USA's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since NiteLines USA refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may see information that is kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please contact NiteLines USA to make arrangements for you with your project manager.

Employment Classifications

Full-Time Employees

At the time you are hired, you are classified as full-time, part-time or temporary and are also told whether you qualify for overtime pay, see offer letter for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual and communicated

by NiteLines USA apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your manager.

An employee who has successfully completed the Introductory Period of employment and who works at least forty (40) hours per week is considered a full-time employee.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not on layoff for longer than one (1) year.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

Part-Time Employees

An employee who works less than a regular forty- (40) hour workweek is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

Temporary Employees

From time to time, NiteLines USA may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees.

If you are a temporary employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the definition that follows) who work more than eight (8) hours in one day or more than forty -(40) hours during any workweek will receive overtime pay.

"Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore should receive) overtime pay. Overtime will be offered in your employment offer letter, please refer to that letter; it will explain if overtime pay is offered to you. In the event that it is not offered in your employment letter, then you are not eligible for overtime pay.

Exempt employees are managers, executives, managers, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Employment Policies

Whether you are a new hire or a former employee returning to NiteLines USA, you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your project manager, want to help you get off to a good start. Feel free to ask them for help concerning anything you do not understand. One of the first things you should do is carefully read this Manual. It is designed to answer many of your questions about the practices and policies of NiteLines USA, what you can expect from NiteLines USA, and what NiteLines USA expects from you.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various benefits described in this Manual.

Aptitude & Ability Tests

If you have a disability, which will affect your ability to take such a test, it is important that you advise a company representative of this so that a reasonable accommodation can be arranged. Requested accommodations may include accessible testing sites, modified testing conditions, and accessible testing formats. NiteLines USA reserves the right to require medical documentation concerning the need for the accommodation.

Attendance

Punctuality and good attendance are critical to efficient operation within the department facility. NTLUSA depends on each employee to work as scheduled. An employee will be considered absent or tardy when he or she is not present at their work-station at the scheduled starting time.

Protocol for "Calling Off"

You are required to **immediately** notify the on-site supervisor, Employment Specialist, and Department Facility each day you will not be attending work, unless prior arrangements have been made. NTLUSA has an available On-Call Representative on staff 24 hours a day seven (7) days a week, who can be reached at 1-800-755-8162, if you need to contact NTLUSA after hours. For clinical staff where a replacement must be found, you must contact the aforementioned personnel a minimum of two hours before starting time. **You must speak directly with both the on-site supervisor and your Employment Specialist.**

Time Off

Dependent upon eligibility, NTLUSA grants employees a designated amount of paid time off to be utilized within the fiscal year. Paid time off must be utilized when taking time off. You will need to complete and send a Leave Request form a minimum of two (2) weeks in advance to the NTLUSA Employment Specialist when requesting time off. Once your paid time off is exhausted, no additional time off will be granted within the fiscal year. In emergency situations, NTLUSA reserves the right to grant additional time off based on the severity of the employee's situation, staffing of the facility, and contract requirements. If granted, additional time off would be without pay.

Employees with unacceptable attendance will be counseled, and if the problem persists will be terminated from employment.

At Will Employment

All employment and compensation with NiteLines USA is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the sole option of NiteLines USA, except as otherwise provided by law. We expect all employees to give NiteLines USA at least 2 weeks written notice of resignation.

Credit Investigation

Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts, NiteLines USA does not conduct a pre-employment credit check on all applicants who are offered and who accept an offer of employment. Your employment with us is not conditional upon our review of the information in the credit check. NiteLines USA does not reserve the right to conduct this credit check at any time after you have been employed.

Driver's License & Driving Record

Some Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to NiteLines USA from time to time. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Health Examinations

NiteLines USA, Inc. reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. All such health exams shall be paid for by the company or by the employee.

Business Hours

Our Corporate Office regular operating hours are 9 A.M. to 5 P.M. Monday through Friday.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your project manager. Most employees are assigned to work a forty (40) hour workweek. You are required to take a required unpaid lunch period daily; please understand that you may not "work through lunch" in order to arrive late or to leave early or to work extra time. There is no "Comp Time".

Confidential Information

Our customers and suppliers entrust NiteLines USA with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, NiteLines USA earns the respect and further trust of our customers and suppliers. Your employment with NiteLines USA assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures NiteLines USA's reputation and effectiveness. Therefore, please do not discuss NiteLines USA business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see or become aware of anyone else breaking this trust, consider what he or she might do with information they may get from you. If someone questions you outside the company or your department and you are concerned about the appropriateness of giving him or her certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to NiteLines USA.

No one is permitted to remove or make copies of any NiteLines USA records, reports or documents without prior management approval. Because of its seriousness, disclosure of confidential information could lead to dismissal. As an employee of NiteLines USA, you have access to personal and confidential information. **All NiteLines USA business must remain strictly confidential.** You may be required to sign a Confidential Information Agreement to this effect.

Customer Relations

The success of NiteLines USA depends upon the quality of the relationships between NiteLines USA, our employees, our customers, our suppliers and the general public. Our customers' impression of NiteLines USA and their interest and willingness to procure from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are NiteLines USA's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, NiteLines USA and NiteLines USA's products and services. Here are several things you can do to help give our customers/clients a good impression of NiteLines USA:

1. Act competently and deal with people in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and NiteLines USA's continued success.

Equal Employment Opportunity

NiteLines USA, Inc. has a long standing record of nondiscrimination in employment and opportunity because of race, color, religion, creed, national origin, ancestry, disability, sex or age. The President has issued the following policy stating the Company's views in this matter:

It is the policy of NiteLines USA, Inc. to:

- * Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, creed, national origin, sex, age, ancestry, marital status, and disability, veteran or draft status;
- * Comply with all the relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). NiteLines USA, Inc. will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.

- * Make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.
- * Achieve understanding and acceptance of NiteLines USA, Inc.'s policy on Equal Employment Opportunity by all employees and by the communities in which the company operates;
- * Thoroughly investigate instances of alleged discrimination and take corrective action if warranted;
- * Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

At this time, NiteLines USA, Inc. would like to reaffirm this policy and call upon all personnel to effectively pursue the policy as stated. NiteLines USA, Inc. will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of NiteLines USA, Inc. to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). NiteLines USA, Inc. will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. NiteLines USA, Inc. also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that NiteLines USA, Inc.'s equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. ***Any employees, including managers, involved in discriminatory practices will be subject to discharge.***

Note: Throughout this Employee Manual, masculine pronouns such as he, his, or him shall be construed so as to include both sexes.

Former Employees

Depending on the circumstances, NiteLines USA, Inc. may consider a former employee for re-employment. Such applicants are subject to NiteLines USA, Inc.'s usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with NiteLines USA, Inc. and must have provided at least two weeks advance notice of their intention to terminate their employment with NiteLines USA, Inc., Regardless of the length of your previous employment and length of time since you terminated your employment with NiteLines USA, Inc., your benefits shall accrue as if you were a new/first-time NiteLines USA, Inc. employee.

Harassment Policy

NiteLines USA, Inc. intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, and visual - will not be tolerated.

What Is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties

of their position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Responsibility

All NiteLines USA, Inc. employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

Reporting

Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action or possible discharge. NiteLines USA, Inc. will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. NTLUSA accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. NiteLines USA, Inc. will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Holiday Pay Eligible

employees will receive holiday pay for the following Federal Holidays observed according to the schedule below:

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

Eligible Full-time and regular part-time employees will receive holiday pay according to the following schedule.

Status	36-40 hrs/wk	32 hrs/wk	30 hrs/wk	24-29 hrs/wk
Hours of Holiday Pay	8 hours	7 hours	6 hours	5 hours

Eligible Full-time and part-time employees who take off without prior written approval on the scheduled day before, scheduled day of, or scheduled day after a holiday for any reason, will not receive holiday pay. Holidays are not considered as hours worked in computing overtime for non-exempt employees.

How You Were Selected

We carefully select our employees through written application, interview and reference checks. After all available information was carefully considered and evaluated; you were selected to become a member of our team.

This careful selection process helps NiteLines USA, Inc. to find and employ people who are concerned with their own personal success and the success of NiteLines USA, Inc.; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with NiteLines USA, Inc. and who can work well with our team.

Introductory Period

Your first thirty 30-days of employment at NiteLines USA, Inc. are considered an Introductory Period, and during that period you will not accrue benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your manager and the tasks

involved in your job position, as well as becoming familiar with NiteLines USA, Inc.'s products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and NiteLines USA, Inc., as an employer. During this Introductory Period, NiteLines USA, Inc. will evaluate your suitability for employment, and you can evaluate NiteLines USA, Inc. as well. At any time during this first thirty (30), you may resign with or without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you.

At the end of the Introductory Period, your project manager may discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on a semi-annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well. Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

A former employee who has been rehired after a separation from NiteLines USA, Inc. of more than six months is considered an introductory employee during their first thirty (30) days following rehire.

Job Descriptions

We maintain a job description for each position in NiteLines USA, Inc... When your duties and responsibilities are changed, your job description will be updated. If you wish to see your job description, please ask your project manager.

Knowledge of NiteLines USA, Inc.

After having learned to competently perform your own duties, your next step is to familiarize yourself with other NiteLines USA, Inc. activities. This can prove valuable to you, our customers and NiteLines USA, Inc. as well. NiteLines USA, Inc. may provide additional cross training. Knowledge of the services of NiteLines USA, Inc. will help you avoid the "I don't know syndrome". Our customers' confidence in you increases, as you are able to answer their basic questions. However, please don't pretend you know the answer or try to guess the answer when you are uncertain. If you are unsure of the correct information, refer the inquiry to your manager, or to a person more qualified to respond.

Non-Compete Agreement

Certain new employees, such as critical contract personnel and others, may be required to sign a Non-Compete Agreement prepared by our attorneys as a condition of employment. Also, refer to your employment contract agreement.

Outside Employment

What you do on your free time is your own business. However, if you are employed by NiteLines USA, Inc. in a full-time position, NiteLines USA, Inc. will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at NiteLines USA, Inc.

If you are thinking of taking on a second job, it would be wise to notify your project manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at NiteLines USA, Inc. nor pose a conflict of interest.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that (1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and/or (2) all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with

your manager, who will welcome your suggestions and ideas. Remember, there may be areas in NiteLines USA, Inc.'s operation that can be improved. These could be in service, production methods, equipment, communications, safety, and ways to reduce costs, losses, and/or waste, or other improvements you may see a need for. Please give us the benefit of your unique experience and thoughts.

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at NiteLines USA, Inc., we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to NiteLines USA, Inc. and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Disciplinary Actions

Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of NiteLines USA, Inc. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager for an explanation. Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- * ***Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to NiteLines USA, Inc.'s efforts to operate profitably.***
- * ***Willful violation of security or safety rules or failure to observe safety rules or NiteLines USA, Inc. safety practices; failure to wear required safety equipment; tampering with NiteLines USA, Inc. equipment or safety equipment.***
- * ***Negligence or any careless action, which endangers the life or safety of another person.***
- * ***Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.***
- * ***Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.***
- * ***Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing NiteLines USA, Inc.; fighting, or horseplay or provoking a fight on company property, or negligent damage of property.***
- * ***Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.***
- * ***Threatening, intimidating or coercing fellow employees on or off the premises -- at any time, for any purpose.***
- * ***Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.***
- * ***Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.***
- * ***Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying***

reason for a leave of absence or other data requested by NiteLines USA, Inc.; alteration of company records or other company documents.

- * *Violating the non-disclosure agreement; giving confidential or proprietary NiteLines USA, Inc. information to competitors or other organizations or to unauthorized NiteLines USA, Inc. employees; working for a competing business while a NiteLines USA, Inc. employee; breach of confidentiality of personnel information.*
- * *Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.*
- * *Immoral conduct or indecency on company property.*
- * *Conducting a lottery or gambling on company premises.*

Occurrences of any of the following activities, as well as violations of any NiteLines USA, Inc. rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."

Unacceptable Activities-continued

- * *Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.*
- * *Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.*
- * *Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.*
- * *Sleeping on the job; loitering or loafing during working hours.*
- * *Excessive use of company telephone for personal calls.*
- * *Leaving your workstation during your work hours without the permission of your manager, except to use the rest room.*
- * *Smoking in restricted areas or at non-designated times, as specified by department rules.*
- * *Creating or contributing to unsanitary conditions.*
- * *Posting, removing or altering notices on any bulletin board on company property without permission of an officer of NiteLines USA, Inc.*
- * *Failure to report an absence or late arrival; excessive absence or lateness.*
- * *Filling your own order or invoicing or ringing up your own order.*
- * *Buying company merchandise for resale.*
- * *Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises.*
- * *Failure to immediately report damage to, or an accident involving company equipment.*
- * *Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.*
- * *Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.*
- * *Eating food and beverages in undesignated areas or at your workstation.*
- * *Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee's timecard or records, or causing someone to alter your timecard or records.*

Disciplinary Actions

Unacceptable behavior that does not lead to immediate dismissal may be dealt with in the following manner:

Written warnings will include the reasons for the project manager's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your manager at the time the warning is issued. Disciplinary actions may also include fines, suspensions or other measures deemed appropriate to the circumstances.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The President or another member of senior management will give a second opinion concerning the unacceptable behavior before dismissal occurs.

The Discipline Policy applies to all regular employees who have completed the introductory period. This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy. To insure that NiteLines USA, Inc. business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations.

When a problem in these areas does arise, your project manager may decide to coach and counsel you in mutually developing an effective solution. If, however, you fail to respond to coaching or counseling, or an incident occurs requiring formal discipline, the following procedures occur.

Your manager will meet with you to discuss the problem, making sure that you understand the nature of the violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectations is and also remind you that it is your responsibility to meet that expectation.

If your performance does not improve within a period regulated solely by NiteLines USA, or if the you are again in violation of NiteLines USA, Inc. practices, rules or standards of conduct, your project manager, after reviewing the situation with their manager, will discuss the problem with you, emphasizing the seriousness of the problem and the need for you to immediately remedy the problem. ***If you are unwilling to make such a commitment, you may be terminated.*** If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending the investigation of the situation. Following the investigation you may be terminated without any previous disciplinary action having been taken.

1. Theft
2. Falsification of Company records (i.e. time sheets, etc.)
3. Failure to follow safety practices
4. Conflict of interest
5. Threat of or the act of doing bodily harm
6. Willful or negligent destruction of property
7. Use and/or possession of intoxicants, drugs or narcotics
8. Neglect of duty
9. Refusal to perform assigned work or to follow a direct order

Dismissal

Employment and compensation with NiteLines USA, Inc. is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either NiteLines USA, Inc. or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by NiteLines USA, Inc. rules or failure to fulfill the requirements of your job, you will or will not be notified of the problem. If notification is given and if satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

Substance Abuse Policy

NiteLines USA, inc. is dedicated to maintaining its employee's health and safety by providing a safe working environment. That commitment is jeopardized when any employee illegally uses drugs on the job or off the job, comes to work under the influence, posses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, NiteLines USA, Inc. has established the following policy:

1. It is a violation of company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs otherwise engages in the illegal use of drugs on or off the job.
2. It is a violation of company policy for any employee to report to or under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount.
3. It is a violation of company policy for any employee to report to work under the influence of or impaired by alcohol.
4. It is a violation of company policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed.
5. Violations of this policy are subject to disciplinary action up to and including termination.

It is the responsibility of the company's supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advice then about available resources for getting help. Everyone share responsibility for maintaining a safe work environment and co-workers should encourage anyone that has a drug problem to seek help.

This goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol will not be tolerated at NiteLines USA, Inc. According to The Drug-Free Workplace Act of 1988, employees must abide by the terms of this policy and must notify NiteLines USA, Inc. in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction. I understand that, should the content be changed in any way, NiteLines USA, Inc. may require an additional signature form me to indicate that I am aware of and understand any new policies. I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the NiteLines USA, Inc. employee Manual.

Employment Drug Testing

All job applicants at this Company will undergo testing for the presence of illegal drugs as a condition of employment. Any applicant with a confirmed positive test will be denied employment. Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by this Company, and by signing consent agreement, will release this Company from liability. If the physician, an official or lab personnel has reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for employment. This company will not discriminate against applicants for employment because of a past history of drug abuse. It is the current abuse of drugs, preventing employees from performing their jobs properly, that this Company will not tolerate.

Individuals who have failed to a pre-employment tests may initiate another inquiry with the company after a period of not to shorter and six months; but they month present themselves drug-free, as demonstrated by urinalysis or other test selected by this Company.

Employee Testing

This Company has adopted testing practices to identify employees who use illegal drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. When there is reasonable suspicion to believe that an employee is using illegal drugs or abusing alcohol. 'Reasonable suspicion' is based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy drawn from specific, objective and distinct facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to the following:
 - a) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
 - b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - c) A report of substance abuse provided by a reliable and credible source;

- d) Evidence that an individual has tampered with any substance test during his or her employment with the current employer;
 - e) Information that an employee has caused or contributed to an accident while at work; or
 - f) Evidence that an employee had to used, possessed, sold, solicited or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.
2. When employees have caused or contributed to an on-the- job injury that resulted in a loss of work time, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider. An employer may send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.
3. As part of a follow-up program to treatment for drug abuse.
4. When a substance abuse test is conducted as part to of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group. Employees with a confirmed positive result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing. If the physician, official, or lab personnel have reasonable suspicion to believe that the employee has tampered with the specimen, the employee is subject to disciplinary action up to and including termination.

General Procedures

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative and accompanied by the supervisor or another employee if necessary. A drug test may be in order. An impaired employee will not be allowed to drive.

Opportunity to Contest or Explain Test Results

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the Company within five working days after the Company contacts the employee or job applicant and shows him/her the positive test and result as it was received from the laboratory in writing.

Confidentiality

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

Employee Assistance Program (EAP)

The company offers an Employee Assistance Program (EAP) benefit for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees who need or requested it. If an EAP referral provider outside the EAP is necessary, costs may be covered by the employee's medical insurance, but the cost of such outside services is the employee's responsibility. Confidentiality is assured. **NO** information regarding the nature of the personal problem will be made available to the supervisors, nor will it be included in the permanent personnel file. Participation in the EAP will not affect an employee's career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline, not a substitute for discipline.

Positive Test Results

Employees who have positive drug or alcohol screening results will be referred to an Employee Assistance Program and may be **[IMMEDIATELY DISCHARGED or SUBJECT TO DISCIPLINE UP TO DISCHARGE]**. Any employee who tests positive may request a confirming test of the original specimen at his/her own expense.

Receipt & Acknowledgment of NiteLines USA, Inc. Employee Manual

This Employee Manual is an important document intended to help you become acquainted with NiteLines USA, Inc. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the general atmosphere of NiteLines USA, Inc. and economic conditions are always changing, the contents of this Manual may be changed at any time at the discretion of NiteLines USA, Inc. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on NiteLines USA, Inc.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the NiteLines USA, Inc. Employee Manual.

- I have received and read a copy of the NiteLines USA, Inc. Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of NiteLines USA, Inc. at any time. I understand that this manual supersedes all other manuals for NiteLines USA, Inc. as of January 2008.
- I further understand that my employment is terminable at will, by NiteLines USA, Inc., regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit sharing benefits, which provide for vesting upon length of employment.
- I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing.
- I am aware that during the course of my employment confidential information will be made available to me, i.e., policies designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is critical to the success of NiteLines USA, Inc. and must not be given out or used outside of NiteLines USA, Inc. premises (respectively) or with non-NiteLines employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- I understand that, should the content be changed in any way, NiteLines USA, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- **I understand that my signature below indicates that I have read, understand and will comply with the above statements and the contents contained within my copy the NiteLines USA, Inc. employee Manual.**

Employee's Printed Name

Position

Employee's Signature

Date

Project's Manager's Signature

Date

The signed original copy of this agreement should be faxed to your manager so that it will be filed in your personal file. Please keep this copy for your records.

Drug Testing Consent and Release of Liability Form

I understand that as a condition of employment with NiteLines USA, Inc., I may be required to submit a sample of my urine and/or blood for chemical analysis. I understand that a certified laboratory will conduct the analysis. The purpose of this analysis is to check for the presence of illegal or non-prescription drugs and alcohol in my system. I understand that a drug test will be required for the selection process of applicants for employment. I also understand that a drug test may be required for the following reasons: **reasonable suspicion, post accident, post rehabilitation, and for routine fitness for duty.**

I hereby give permission for any certified laboratory to release the results of this test to the company. I consent freely and voluntarily to this request for urine and/or blood samples, specimen. I hereby release the company from any liability arising from this request to furnish urine and/or blood samples, the testing of the urine and/or blood and any decision made concerning my application for employment which may be based in whole or in part upon the result of the test analysis.

I understand that the presence of any illegal or non-prescription drug or alcohol in my system may result in the denial of employment with the company or the termination of that employment. I further understand that employment with the company may be conditioned upon my willingness to submit to and the results of drug and/or alcohol testing required by the company. Likewise, I understand that refusal to submit to or cooperate with any such testing may result in termination of my employment.

Applicant Name: _____

S.S. #: _____

Applicant Signature: _____

Date: _____

The signed original copy of this agreement should be faxed to your manager so that it will be filed in your personal file. Please keep this copy for your records.