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F&I Programs

**VANTAGE
ADMINISTRATION
SERVICES, LP
EMPLOYEE
POLICY
MANUAL**



Welcome to Vantage Administration Services, LP. We are excited to have you join our team! You were hired because we believe you can contribute to the growth and success of our business, which is fortified by creative, dedicated employees who share our commitment and values. At Vantage Administration Services, LP, we want you to excel in your job as we work together to achieve our goals. *"There is no limit to what a man can do or where he can go if he doesn't mind who gets the credit."* — President Ronald Reagan, First Inaugural Address, January 21, 1981.

Vantage Administration Services, LP is committed to the delivery of superior aftermarket products and exceptional service for our customers, every day. Achieving our mission requires great people who are bright, creative, energetic, and who share our values:

Commitment to Service: We are only as successful as the general agents representing us throughout the country. Developing good, mutually profitable relationships cultivates a philosophy of trust between Vantage Administration Services, LP and our agents.

Creativity: We encourage innovation, continuous improvement and learning. We believe the potential of our company has no limit, and is driven by our employees and their innovation. We are committed to an environment that attracts, motivates and recognizes high performance.

Customer-Centric Focus: We are here to exceed the expectations of our customers, agents, partners and dealerships – because without them, nothing else matters.

Quality: We take pride in everything we do. From our people to our products, and in our relationships with general agents and dealerships, quality is our signature.

Integrity: We value fairness and honesty in all our interactions.

Respect: We treat our work colleagues, our general agents, our customers, our suppliers, and the community with respect.

Professionalism: Every interaction with current or potential colleagues, agents, customers, dealerships or anyone else within our community is a reflection upon Vantage Administration Services, LP. As a result, we maintain the highest level of professionalism, balanced with a friendly demeanor, in every communication.

This manual contains the key policies, goals, benefits and expectations for employees of Vantage Administration Services, LP. Please consult it as a ready reference as you pursue your career with us.

Welcome aboard! I look forward to working with you.

Sincerely,

Reese Hillard
Executive Vice President

Preface

The basic principle underlying Vantage Administration Services, LP's philosophy, policies and procedures is one of mutual respect and shared responsibility. This can be achieved through effective and on-going communications. With that in mind, it is important that expectations for Vantage Administration Services, LP and the employee are clearly stated in order to achieve a positive and productive working relationship.

Vantage Administration Services, LP will work to:

- Foster and preserve open communications.
- Promote standards of excellence of which all employees can be proud.
- Set aggressive but achievable goals.
- Solicit employee input as necessary on a variety of issues.

Employees will work to:

- Conduct themselves in a professional and productive manner.
- Treat all individuals fairly, equitably, and courteously.
- Comply with all Company policies and procedures.
- Promote high standards of performance in themselves and among their peers.
- Value the efforts and performance of team members and departments.

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I: INTRODUCTION

Purpose

This employee handbook has been prepared as a general guide to inform you about the human resources policies and procedures of Vantage Administration Services, LP (the company). It outlines many of the company's employment practices, as well as the benefits available to you. Descriptions of various fringe benefits (such as group insurance) are summaries only. This handbook and the policies in it replace any prior editions of this handbook, policies, and memos that are hereby retracted, withdrawn, and canceled. Throughout this handbook, any reference to "company" refers to Vantage Administration Services, LP and all its locations.

You are expected to read this handbook within your first week of employment or upon one week of receipt of the handbook. If you have a question about any of the company's policies or procedures, you should ask your manager or Human Resources for an explanation. The *Employee Handbook Acknowledgment* form must be signed and returned to Human Resources by the end of your first week of employment or within one week of receipt of the handbook.

Amendments & Revisions

Vantage Administration Services, LP has made every effort to make its policies fit most situations, however, circumstances or changing business conditions may require Vantage Administration Services, LP to change a particular policy. **Vantage Administration Services, LP reserves the right to update, modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures set out in this policy manual, in whole or in part, at any time.** Your compensation, hours of employment, work location, and all other terms and conditions of employment are subject to modification by the company at management's discretion. In addition, management may determine that a transfer or other reassignment of any employee is necessary in order to fulfill business needs and requirements.

Any modifications shall become effective upon communication to employees, unless otherwise stated in writing. Statements or representations made by company representatives concerning the terms and conditions of your employment will not be binding on the company unless reduced to writing and signed by an official of the company authorized to enter into such an agreement.

The policies, procedures, practices and benefits described herein replace all earlier written and unwritten ones.

Employment-At-Will

All employment at Vantage Administration Services, LP is "At-Will". This means that you and the company are each free to terminate the relationship at any time, with or without cause or advance notice.

The company has no employment contract, assurances, or guarantee of continued employment by the

employee. Likewise, employees have no contract, assurances, or guarantee of continued employment with the company. No verbal communication or written document will provide such a contract, assurance, or guarantee unless specified in writing and signed by a company official who is authorized to enter into such an agreement.

NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO LIMIT OR ALTER THE EMPLOYMENT-AT-WILL RELATIONSHIP. NO REPRESENTATIVE OF VANTAGE ADMINISTRATION SERVICES, LP HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT ON VANTAGE ADMINISTRATION SERVICES, LP'S BEHALF FOR THE EMPLOYMENT OF AN EMPLOYEE FOR ANY SPECIFIED PERIOD OF TIME; TO ASSURE ANY OTHER PERSONNEL ACTION; TO ASSURE ANY BENEFITS, TERMS OR CONDITIONS OF EMPLOYMENT; OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING. ONLY THE GENERAL PARTNER OF VANTAGE ADMINISTRATION SERVICES, LP CAN MAKE A COMMITMENT FOR EMPLOYMENT AND, IF SUCH AN AGREEMENT IS MADE, IT MUST BE IN WRITING AND SIGNED BY THE GENERAL PARTNER OF VANTAGE ADMINISTRATION SERVICES, LP IN ORDER TO BE BINDING AND ENFORCEABLE.

The policies and procedures presented within this handbook are for information and illustrative purposes and are in no way meant to be a contract of employment or guarantee of continued employment for any specific period of time. The work rules contained in the policies and procedures are for illustrative purposes and are not considered to be all inclusive.

Company management reserves the right to unilaterally amend or withdraw any policy, procedure, or benefit at any time with or without notice, for any reason it deems appropriate.

In the event that any contradiction arises between the policies and information contained in this handbook and specific federal, state, or local laws or requirements, the latter will govern in all cases. Nothing in this handbook or any company policy is intended to interfere with employees' rights to discuss their terms and conditions of employment including, but not limited to compensation, benefits, work hours and working conditions, etc.

Misrepresentations

Any misrepresentation made or falsification of information provided by an individual when completing the employment application or at any time during the employment process and/or during his/her employment will be considered grounds for dismissal without advance notice.

Enforcement of Policies

Violation of any policies and procedures, or reasonable suspicion of any such violations, may result in disciplinary action, up to and including termination of employment. Additionally, violation of certain policies may result in prosecution under civil or criminal laws and possible assessment of civil and/or criminal penalties. If company management decides to make an exception to a policy or practice in a certain instance, this does not restrict management's right to adhere to the policy or practice in the future.

No provision of any policy contained within this document is intended to infringe on employees' rights to engage in concerted activity for their mutual aid and protection and to collectively bargain.

Reporting of Policy Violations

You are required to immediately report any observed or known violations of any policy or law, including incidents of discrimination or harassment. Reports should immediately be made to the Manager, Human Resources, the Executive Vice President, or any other member of management.

Complaints of policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation that strikes a balance between the need to conduct a thorough investigation and an employee's desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation.

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation. The company will not tolerate complaints that are abusive or made in bad faith.

You are expected to fully cooperate in any investigation involving issues relating to the company's policies, procedures, property, or any other aspect of the company's business affairs.

II: EMPLOYMENT POLICIES

Equal Employment Opportunity

Vantage Administration Services, LP is an Equal Employment Opportunity employer that maintains a policy of non-discrimination and non-retaliation with respect to all employees and applicants for employment. All employment decisions, such as recruitment, hiring, training, promotion, transfer, layoff, recall, compensation and benefits, discipline, termination of employment, and other programs are administered without regard to race, color, sex (including pregnancy, gender identify, and sexual orientation), religion, national origin, age, disability, genetic information veteran status, participation in protected activity as defined by law, or any other characteristic protected by law. Employment decisions are based solely on employees' qualifications, merit, and performance, subject to the business requirements of the company. Requests for accommodations will be reviewed for qualified individuals. Reasonable accommodations will be made in accordance with applicable law.

In addition to compliance with federal EEO statutes, the company complies with applicable state and local laws, including nondiscrimination and non-retaliation.

The company also maintains a policy prohibiting discrimination and retaliation for those who are a past or present member of the uniformed service, have applied for membership in the uniformed service; or are obligated to serve in the uniformed service. This policy applies to initial employment, reemployment, retention in employment, promotion, and any benefit of employment.

Your cooperation and support are expected in order to maintain a working environment free from discrimination. If you feel as though you have been subjected to any type of discrimination, you are to report the incident verbally or in writing to Human Resources, the Executive Vice President or President immediately. A complaint must include the specific nature of the incident and the date(s) and place(s) such alleged discrimination took place, as well as the name(s) of any individual(s) known to be involved. If the company receives a report of prohibited discrimination and/or retaliation, it is the company's practice to investigate.

Diversity

Our company is committed to acknowledging and valuing employee differences and to creating an environment in which every individual's unique strengths and abilities are developed and valued. All employees share in the responsibility for creating this environment, and are expected to demonstrate mutual respect and acceptance in the work place. We believe that utilizing our employees' uniqueness enhances communication, problem-solving and decision-making skills, thereby improving our company's productivity and performance. We also believe that if our employees mirror the diverse make-up of our communities and our customers, we will be able to better understand, and more effectively respond to, market changes. We strive for excellence in our ability to create an inclusive, respectful, and equitable environment for our employees through leadership, policies, and practices.

Disability Accommodations

The company will consider all requests for disability accommodations. When an employee has a need for an accommodation, the employee must let Human Resources, or the Executive Vice President know that an adjustment or a change at work is needed for a reason related to a medical condition. A request for reasonable accommodation is the first step in an informal, interactive process between the employee and the company. The company will make an attempt to accommodate the employee's need for workplace changes with the company's need to maintain an efficient, productive workplace.

Before addressing the merits of the accommodation request, the company will determine if the employee's medical condition meets the definition of a disability, a prerequisite for the employee to be entitled to a reasonable accommodation. A covered disability includes impairments that substantially limit one or more major life activities. Major life activities can include caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, sitting, standing, lifting, reaching, and working. The company may require documentation showing that the employee has a covered disability and stating any functional limitations. The documentation must be sufficient to substantiate that the employee has a covered disability and needs the reasonable accommodation requested.

Reasonable accommodations will be made for an employee's disability, unless such an accommodation results in an undue hardship for the company or creates an unsafe working condition. An undue hardship will be based upon an individualized assessment of current circumstances.

Religious Accommodations

The company will consider all requests for religious accommodations. Such requests may include time off for attendance at religious services, an absence for observance of a religious holiday, or an employee's attire. The company recognizes that some employees may desire to make religious expression in the workplace while other employees may desire a workplace that is free of religious expression. The company will make an attempt to balance employees' rights regarding religious expression with the company's need to maintain an efficient, productive workplace.

Reasonable accommodations will be made for an employee's religious beliefs, unless such an accommodation results in an undue hardship for the company or creates an unsafe working condition.

Harassment

The company will not permit, tolerate, or condone harassment or discrimination against any individual for any reason, including, but not limited to, harassment or discrimination on the basis of race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), age, disability, genetic information, veteran status, or any other status protected by applicable law. Comments, conduct, or innuendoes that might be perceived by others as offensive or harassing are wholly inappropriate and are prohibited in the workplace. This policy applies to company employees, customers, vendors, and visitors to the premises.

All employees must avoid offensive or inappropriate behavior in employment-related relationships and are responsible for ensuring that employment-related relationships remain professional and free from harassment and discrimination at all times.

Harassment can include, but is not limited to, the following actions.

- **Inappropriate Communication** - Involves any language that is unnecessarily loud or degrades or berates others, including, but not limited to, racial, religious, or sexual comments or jokes, sexual innuendoes, inappropriate personal questions, or threats of any kind, whether communicated verbally, in writing, or electronically. Also involves offensive or inappropriate written materials including, but not limited to, pictures, letters, email messages, texts, graffiti, etc.
- **Physical Contact** - Includes, but is not limited to, inappropriate touching, hitting, kicking, or threatening another person, including restraining by force or blocking the path of another.
- **Interference or Hostile Environment** - Includes any behavior or action which interferes with an employee's ability to perform job duties and responsibilities, or which results in or creates a hostile or intimidating work environment.
- **Sexual Harassment** - Includes, but is not limited to, unwelcome sexual advances, requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature when:
 - submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - such conduct is severe and pervasive and has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
- **Retaliation** - Includes any adverse action or threat of adverse action taken or made because an employee has exercised or attempted to exercise any rights under applicable laws or under the policies of the company. Retaliation includes, but is not limited to, threats of or actual materially adverse employment actions, such as withholding or withdrawal of pay, promotions, training, or other employment opportunities.

It is important that employees clearly understand the serious effects of harassment. Your behavior may result in personal liability, as well as liability to the company.

If you feel you have been harassed or discriminated against, you are encouraged to immediately inform

the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that their conduct is offensive and when so advised, can easily and willingly correct the conduct so that it does not reoccur. If this informal discussion with the alleged harasser is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you must report the incident verbally or in writing to your manager, Human Resources the Executive Vice President, the President, or any other member of management. A complaint must include the specific nature of the incident and the date(s) and place(s) such alleged harassment took place, as well as the name(s) of any individual(s) known to be involved.

Complaints of harassment, discrimination, or retaliation policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation that strikes a balance between the company's need to conduct a full investigation and an employee's desire for privacy. The company limits its dissemination of information regarding the complaint(s) and resulting investigation only to individuals with a legitimate "need to know".

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation for reporting such violations or cooperating in an investigation.

Orientation

All employees must complete required paperwork, including an *Employment Eligibility Verification Form (I-9)*, *W-4 Form*, benefit enrollment forms, and other related information within the time frames established by Human Resources.

The manager is responsible for providing you with a tour of the location and a review of the organizational structure, as well as company and department policies and procedures. The manager is responsible for the issuance of keys (if applicable) and explaining the company's security and safety procedures.

Criminal Convictions/Background Checks

The company reserves the right to conduct credit investigations on applicants for and employees in certain cash handling positions and other fiduciary positions as deemed appropriate.

The company also retains the express right to conduct background investigations on prospective and current employees in order to obtain criminal conviction records. Background checks will only be conducted on applicants for employment on a post-offer basis. Conviction of a crime is not an absolute bar to employment and will not automatically eliminate an individual from consideration for or continuation of employment. All relevant circumstances, such as how long ago the conviction occurred and the crime involved, will be considered in relation to specific job requirements. Conviction of a crime that is related to the job the individual is expected to perform may be cause for denial of employment. Arrest records alone will generally not be considered in determining an individual's eligibility for employment.

The company will comply with the provisions of the Fair Credit Reporting Act and all applicable

amendments when conducting any type of background investigation (e.g., criminal, credit, motor vehicle record, etc.). Particularly, Human Resources will ensure the correct disclosure of rights has been made; authorization has been received before a background investigation is conducted, appropriate adverse action notices have been provided in instances in which an adverse action is taken due to the results of a background investigation, and the safeguarding of personally identifiable financial information has been maintained. Also, the company will comply with laws governing the proper disposal of any documents (paper, electronic, or other format) that contain consumer information derived from a credit report. Reasonable measures will be taken to protect against unauthorized access to or use of sensitive consumer-related information.

The company reserves the right not to employ or retain in employment anyone who has been convicted of any felony or misdemeanor offense that relates to the duties and responsibilities of the position.

You must report any conviction occurring during the course of your employment to Human Resources or the Executive Vice President immediately.

Substance Abuse

The company is dedicated to providing and maintaining a safe, healthy, and productive working environment free from drugs, alcohol, and other controlled substances. It is a violation of the company's policy for an employee to:

- report for work or perform work duties under the influence of alcohol, illegal drugs, inhalants, or other controlled substances;
- manufacture, sell, distribute, dispense, possess, purchase, or use alcohol, illegal drugs, inhalants, or other controlled substances in the workplace; or
- use legal drugs in an improper manner.

Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional, or the use of prescription or non-prescription medication to an extent or in a manner that impairs the performance of an employee's job duties. No prescription drug is to be brought on company property by any employee other than the employee for whom it is prescribed. Such drug must be used by said employee only in the manner, combination, and quantity prescribed.

The company reserves the right to conduct testing for illegal drugs, inhalants, alcohol, or other controlled substances. Such testing may be conducted in any of the following circumstances:

- Upon consideration of an applicant for employment.
- Following a work-related accident where:

- there is damage to property; or
 - there is a reasonable possibility that drug/alcohol use may have been a contributing factor to the reported injury or accident and the injury or accident resulted in immediate medical treatment beyond first aid.
-
- If an employee has been observed using a prohibited substance on the job.
 - If an employee exhibits a severe or prolonged reduction in productivity.
 - If management has other reasonable suspicion as grounds for testing such employee.
 - On a random basis, if the company has implemented formalized random drug testing procedures.

The scheduling, content, scope, and use of the test results will be solely at the discretion of company management. Any employee who refuses to submit to required testing or who tests positive to alcohol, illegal drugs, inhalants, or other controlled substances will be subject to disciplinary action, up to and including termination. Likewise, an applicant who refuses to consent to testing or who tests positive to alcohol, illegal drugs, inhalants, or other controlled substances will not be eligible for employment with the company.

Any required testing will be administered by qualified testing personnel. The collection of specimens for testing will be conducted with due regard for the individual's privacy but consistent with appropriate practices and procedures in order to ensure the integrity of the collection process. Prior to testing, the individual must disclose to the testing facility any medications recently taken, or any other relevant information that could potentially affect the test results. The results of the tests will be confidential and will be communicated only to representatives of the company who have a need to know the information, to officials involved in the counseling and/or rehabilitation process, or to law enforcement and other governmental agencies as may be appropriate or required by law.

Any employee convicted of a criminal drug statute violation must notify Human Resources or the Executive Vice President immediately.

Personal Use of Office Equipment and Supplies

Supplies, copier, and other Vantage Administration Services, LP property are for Vantage Administration Services, LP business. They may be used in very limited moderation for personal needs provided Vantage Administration Services, LP is reimbursed.

Personnel Records

Vantage Administration Services, LP will maintain personnel records on each employee. Information relating to your employment with the company is contained in a personnel file and is the confidential property of the company. Due to the confidential nature of personnel files, Human Resources is responsible for controlling all access to them. Personnel files are not to be removed from the premises.

You may review the personnel file containing your job-related information in the presence of Human Resources and/or your manager upon appointment during regular business hours. If you disagree with

any information in the personnel file, you can submit written comments that may be attached to the information. Under no circumstances may you alter, copy, or remove any document in the file. Former employees and other individuals who are not employed by the company will not be permitted access to the personnel files, except in particular instances such as during a review by a government agency. Additionally, requests by former employees for copies of documents in the personnel files generally will not be honored.

An employee's personnel file begins with a completed employment application form. From time to time, information will be added to this personnel file regarding an individual's employment status with Vantage Administration Services, LP. Personnel files are the property of Vantage Administration Services, LP and will be treated the same as any other confidential information. The following provisions apply with respect to Vantage Administration Services, LP's standards for establishing, maintaining, and handling employee personnel files:

- All official records concerning an employee will be kept up to date insofar as possible and it is the employee's responsibility to promptly report all pertinent personal information and data changes to the HR Department.
- Information regarding the medical condition or history of an employee will be kept in a separate file with restricted access.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.
- Employees' personnel files will not be released to others outside of Vantage Administration Services, LP without the employee's written consent or pursuant to a subpoena or a court order or in connection with a legal defense.

Employees should notify Human Resources when any of the following personal information changes so that payroll records can be updated, and insurance carriers notified:

- Legal Name
- Home Address
- Telephone Number
- Emergency Contact Person and Telephone Number
- Dependents (for insurance purposes)
- Change in Beneficiary
- Driving record or status of driver's license (if you operate a Vantage Administration Services, LP vehicle or drive a personal vehicle on company business)
- Exemptions on your W-4

In addition, you should notify management of any job-related education, certification, or other training accomplishments achieved during your employment.

Reference Checks/Letters of Recommendation

It is company policy that Vantage Administration Services, LP employees are not allowed to communicate in any form (by letter, email or telephone) regarding information about past employees.

Calls for employment verifications/reference checks for current or past employees should be routed to the Human Resources.

Re-employment

Re-employment of an individual previously employed with Vantage Administration Services, LP is at Vantage Administration Services, LP's discretion, and requires approval of a General Partner of Vantage Administration Services, LP.

Reinstatement of Service Time & Benefits

Employees rehired to a benefit eligible (full-time) position at Vantage Administration Services, LP before a two-year break in service occurs, will have their service date adjusted accordingly and the following benefits reinstated as of their re-employment date:

- Medical health, dental and life insurance – Coverage is effective the first of the month following completion of sixty days of employment.
- Service time for PTO accrual – the employee's service date will be adjusted to reflect prior service time and to determine the beginning accrual rate.

Guidelines

- The period of time an individual has not been employed by Vantage Administration Services, LP is not counted as service time.
- Paid Time Off ("PTO") does not accrue during the period of absence.

Employees rehired to a benefit eligible (full-time) position at Vantage Administration Services, LP after a two-year break in service should contact the HR Department regarding their benefit eligibility requirements.

Periodic Reviews

Each employee's performance is reviewed periodically. Performance reviews are separate from salary reviews, but they can be used to help determine the salary changes and promotions based on performance. During the review, productivity, work habits, timeliness, ability to work with others in the office, and overall contributions to Vantage Administration Services, LP may be reviewed and discussed.

Following an employee's first 90 days of employment, the supervisor will prepare a performance review to be discussed with the employee in an effort to communicate the expectations of the job and how the employee is meeting those expectations. Afterwards, the review is filed in the employee's personnel file.

Career Moves/Promotions

All promotions and transfers are made without discrimination. They are made on the basis of employee qualifications and job needs. An employee must complete six months of continuous service in the position/department and be performing satisfactorily in the position for which they were hired before applying for another position or transfer within Vantage Administration Services, LP unless approved by the employee's immediate supervisor. The hiring supervisor will inform the employee's current supervisor and discuss the interest expressed by the employee. The hiring supervisor will allow a minimum of two weeks before the employee is transferred to the new position/department.

Employees are encouraged to discuss immediate and long-range goals with their supervisor.

Emergency Occurrence/Severe Weather Conditions

Under severe weather conditions or other emergency occurrence, your supervisor will contact you if there is a change to your work schedule and/or if an office closing has been announced.

III: GENERAL WAGE AND HOUR

Categories of Employees

Employees are divided into the following categories for the purpose of compensation and benefits. Vantage Administration Services, LP policies apply to all categories of employees.

A. Exempt vs. Non-exempt

The Fair Labor Standards Act (FLSA) contains regulations regarding the minimum wage, eligibility for overtime payment, and recordkeeping requirements. Positions are classified as exempt or nonexempt from the minimum wage, overtime, and recordkeeping provisions of FLSA based on factors such as the duties and responsibilities of the job. Exempt and nonexempt classifications are defined as:

- **Exempt** – There are multiple exemptions. The most common are salaried employees engaged in a bona fide executive, administrative, professional, computer, or outside sales capacity. These employees are exempt from the minimum wage, overtime, and recordkeeping provisions of FLSA. The exempt status of a position is determined by analyzing the job's entire set of responsibilities against exemption tests set by the Department of Labor's Wage and Hour Division.
- **Nonexempt** - Any salaried or hourly employee whose compensation (with respect to minimum wage and overtime payment) and hours of work must be administered in accordance with FLSA. These employees must be paid at least the current minimum wage, have records maintained of their hours worked, and receive overtime pay for any hours worked over 40 hours in a workweek.

The exempt or nonexempt status of a job has no bearing on participation in standard company benefit programs.

B. Full-Time

An employee who works 32 hours or more on a full workweek basis for a continuous and indefinite period of time is a full-time employee.

Exempt

The hours worked by these employees are often irregular and may begin and end outside the normal workday.

Non-exempt

Full-time salaried and hourly employees are expected to confine their work to the normal workday and workweek unless overtime is authorized in advance by their supervisor.

C. Part-Time

Employees whose work schedule is less than 32 hours on a full workweek basis for a continuous and indefinite period are considered part-time employees. Part-time employees are not eligible for PTO benefits, or medical and dental insurance.

D. Limited Assignment

Limited Assignment (Temporary) Employees are those who are employed temporarily, usually for a short duration and/or to work on a specific project. These employees may be hired on a full-time or part-time basis. Employees in this category are not entitled to company-provided benefits.

Change in Employment Status

With the Company's approval, an employee may change from full-time to part-time or vice-versa. Employees who are considering a change in employment status should consider the following:

- Part-time employees who change to full-time status will receive credit for one-half of their service time as a part-time employee. This credit will be used to determine the employee's adjusted service date and PTO accrual rate.
- Part-time employees who change to full-time status will be eligible for health, dental and life insurance.
- Full-time employees changing to part-time status will lose their eligibility for health, dental and life insurance.
- A change in status may result in an increase or decrease in compensation.

Working Hours

Vantage Administration Services, LP business hours are comprised of five (5) nine-hour days including lunch and break, Monday through Friday, except those days on which the office is closed.

Because the primary objective of Vantage Administration Services, LP is to serve its customers, employees may, from time to time, be asked to spend additional time completing important projects in order to meet this objective. Such requests for additional work are to be considered part of the normal working day, but will be compensated for in accordance with the terms of this Policy Manual. Meeting our objective

of providing service to our customers may also require overtime work from time to time. Every effort will be made to keep additional work requirements to a minimum, but, when such additional work is necessary, the full and willing cooperation of each employee is expected.

Breaks/Rest Periods

Non-exempt (hourly) employees will receive 15-minute paid breaks. The supervisor will schedule all breaks. Employees whose total daily work time is less than 3 and ½ hours will not be entitled to paid break periods.

Breaks for Nursing Mothers

The company allows employees who are nursing reasonable breaks in order to express breast milk as frequently as needed during the work period for up to one year after the birth of their child. Employees are to contact their supervisor or Human Resources, regarding the nursing moms' room available and any need for flexibility in the work schedule in order to have the time to express milk.

Lunch Periods

Employees who work six or more hours a day are permitted 30 minutes to a one-hour lunch period approximately halfway through the work day. Employees are encouraged to leave the department during the lunch period.

LUNCH TIME IS WITHOUT PAY. Supervisors and Department Managers may schedule staggered lunch periods to maintain uninterrupted departmental service. Non-exempt employees may not work through the lunch period without permission of their supervisor. If an employee is permitted or required to work through the day without a lunch period, time worked during the lunch period will be recorded as hours worked and will be paid accordingly.

Overtime

When it is necessary to work more than your regularly scheduled hours, Vantage Administration Services, LP will make every effort to provide employees with a notice twenty-four (24) hours prior to such additional work. The decision regarding which employee(s) is (are) selected shall be made by the supervisor responsible for completing the work.

Employees may be asked to voluntarily agree to work more than their regularly scheduled hours; however, as determined by the supervisor, there may be times when additional hours are mandatory and employees will be required to work such overtime unless dismissed upon the supervisor's approval. If you are required by management to attend a company meeting or to perform work outside of normal working hours, that time is considered time worked for purposes of calculating overtime.

Vantage Administration Services, LP will pay non-exempt employees an hourly rate of 1.5 times the regular hourly rate for overtime work (the overtime rate). Overtime work is time actually worked in excess of forty hours in one week. PTO hours and all other non-working hours do not count towards working forty (40) hours in a week.

Examples:

- Non-exempt employee regularly works 40 hours a week. Employee actually works 46 hours in one week. Employee will be paid 40 hours at the regular rate and 6 hours at the overtime rate.
- Non-exempt employee regularly works 25 hours a week. Employee actually works 35 hours in one week. Employee will be paid 35 hours at the regular rate.
- Non-exempt employee regularly works 40 hours a week. Employee actually works 35 hours in one week. The week has a holiday equal to 8 hours holiday pay. Employee will be paid 43 hours at the regular rate.

Paydays

Vantage Administration Services, LP exempt employees are normally paid on the 15th and the last day of the month. Non-exempt (hourly) employees are paid every Thursday for the previous workweek. When the normal payday falls on a Saturday, Sunday, or a company holiday, payday will be the last business day before the weekend or company holiday.

Calculation of pay for paid absences (e.g., holidays, PTO, leaves of absence, etc.) will be determined by your regular rate of pay and on the hours that you are regularly scheduled to work on that day.

Pay will not be advanced or paid prior to the regularly scheduled payday.

Vantage Administration Services, LP requires all employees to have their paychecks automatically deposited by electronic banking instead of receiving an actual check. If an employee does not have a bank account, a debit card with net pay will be issued. Copies of your payroll for that period will be issued on payday at noon. On payday, payroll statements and debit cards will be distributed by noon.

Time Records

All nonexempt employees are required to properly record time of arrival and departure from work. Lunchtime is not paid time and should be reflected accordingly as time off for lunch. All other personal time away from work must also be documented by recording time in and out. Likewise, all paid time off of work (e.g., PTO, holidays, etc.) must be recorded. You are not authorized to record time in or out for other employees or request that other employees record your time worked.

Nonexempt employees are prohibited from working any hours that are not authorized, including remotely accessing company-related emails, texts, phone calls and other electronic communication. Additionally, nonexempt employees are prohibited from performing any work “off-the-clock” including starting work early, finishing work late, and/or working during a meal break. Any authorized work must be recorded by the employee and approved by the supervisor.

Error in Pay

Vantage Administration Services, LP takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the Payroll Department. Vantage

Administration Services, LP will make every attempt to adjust the error as soon as administratively possible.

Pay Deductions

Certain deductions, by law, must be withheld from your pay, including federal income, social security, Medicare taxes, court-ordered garnishments, and other wage attachments required by law. Other deductions, including insurance premiums, charitable contributions, or other work-related items, must be authorized in writing by you.

Exempt Salary Basis

Exempt employees receive full salary for any workweek in which work is performed, regardless of the number of days or hours worked, subject to certain exceptions. If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available. If an exempt employee believes that an improper deduction from salary has been made in violation of company policy, such occurrence should be reported immediately to Human Resources or the Executive Vice President so that proper reimbursement can be made if appropriate.

Pay on Separation from Employment

Employees who are discharged from Vantage Administration Services, LP will be paid no later than the sixth day after discharge for all wages (less deductions) owed them.

Resigning employees will be paid all wages (less deductions) owed them no later than the next regularly scheduled payday.

IV: CONDUCT

Attendance

Regular and on-time attendance is expected for efficient operations at Vantage Administration Services, LP. Excessive absenteeism and tardiness is not only inconvenient, but also causes costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

Absences/Tardiness

Employees are expected to personally make the effort to contact their supervisor directly to report any absence or lateness prior to their starting time so that arrangements may be made to alter the distribution of work if necessary. In the event you must leave work unexpectedly, you are to notify your manager or appropriate designee as soon as the need arises.

Any employee who fails to maintain an acceptable attendance record or has excessive tardiness will be subject to disciplinary action. Unexcused absence or tardiness may affect future promotions and/or raises. You are expected to provide appropriate notice if you are unable to work. A health care provider's statement is required upon return to work for any absence of three or more consecutive days due to illness or injury.

Your department manager will provide you with a copy of the Attendance Policy specific to your department.

If you are absent from work without notice to your manager, you will be considered to have abandoned your job and resigned from employment with the company after one full day of absence. The effective date of termination will be the last day on which you were at work.

If you abandon your job, you will be paid only for each day actually worked. No payment for accrued, but unused PTO time will be made to an employee who abandons the job.

Cellular Phones

The use of cellular equipment to make or receive personal calls is discouraged, although it is understood that usage for personal reasons may be necessary in emergency situations. While Vantage Administration Services, LP allows personal calls to be made during work hours for emergency purposes, abuse of this privilege may result in disciplinary action. Cellular equipment should be turned off or put on silent during business hours.

Use of personal laptops, tablet computers, digital audio players, and other personal electronic equipment should only be used by employees during authorized breaks and meal periods.

The use of camera phones or other audio or video recording capable devices within the company may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of company trade secrets or other protected information. Therefore, the use of camera or other audio or video-capable recording devices within the company is prohibited without a legitimate business need and the express prior permission of senior management and of the person(s) present at the time.

Employees driving on company business are prohibited from using a cell phone or any other electronic device while operating a vehicle.

Social Media

The Company respects the rights of employees to use social media as a medium of self-expression on non-working time. Employees must not disclose trade secrets or any information that is proprietary to the Company (non-public business methods and know-how, systems, training material and instructions for carrying out the company's business, financial and marketing strategies, and plans) in any discussions or postings that take place in this format. An employee must not represent his/her opinions or statements as being those of the company and must expressly state that his/her postings are "my own and do not represent the company's positions, strategies, or opinions."

You are prohibited from posting or displaying comments about employees, customers, guests, affiliates and competitors that are vulgar, obscene, maliciously false, threatening, intimidating, harassing or that are in violation of the company's workplace policies against discrimination, harassment, or hostility based on race, color, sex (including pregnancy, gender identity, and sexual orientation), religion, national origin, age, disability, genetic information, veteran and uniformed services status, or any other status protected by law. Accordingly, harassing comments, obscenities or similar conduct that would violate Company policies is discouraged in general and is never allowed while using Company equipment or during your working time.

All employees are expected to know and follow this policy. Nothing in this policy is designed to interfere with, restrain, or prevent employee communication regarding wages, hours, or other terms and conditions of employment, as employees have the right to engage in or refrain from such activities. If you have any questions regarding this policy, it is recommended that you ask your supervisor, Human Resources or the Senior Executive President before acting.

Because this is a constantly evolving area, this policy applies to all current and future social media platforms.

Driving on Company Business

If you drive on company business, you are required to maintain a valid driver's license and must maintain the state-mandated minimum liability coverage on your automobile. Only employees are permitted to drive vehicles being used for company business.

The primary responsibility of a driver is to operate a motor vehicle safely. The task of driving requires the driver's full attention and focus. Therefore, employees that are driving on company business are expected

to follow all traffic regulations (including posted speed limits), safety rules and avoid engaging in any activity that takes their eyes and attention off the road. This includes, but is not limited to the use of cell phones or other electronic devices while operating a vehicle.

In addition, employees are expected to maintain their personal driving record free from moving traffic violations and DWIs. Any violations should be reported to the company immediately, and payment of any traffic citations will be your responsibility. The company may periodically audit your driving record and/or driver's license for compliance with this policy or to determine whether you are currently licensed to drive. Any driving record that establishes a pattern of unsafe driving practices that may endanger you or customers, or impact your ability to perform your job duties, could subject you to disciplinary action.

If you are required to drive on company business and are no longer able to be insured, your employment will be terminated unless a non-driving position, for which you are qualified, is available and offered.

Confidentiality

Vantage Administration Services, LP is engaged in a business which requires that a strict code of confidentiality of information be maintained. No employee will store information outside of Vantage Administration Services, LP office (either in written or electronic form) about any matter pertaining to the conduct of Vantage Administration Services, LP business. Employees must comply with the information contained in the handbook regarding the confidentiality of company information and the company's separate *Information Security Policy*.

Safeguarding the confidential nature of information concerning the company's transactions, financial information, trade secrets, technology, present and prospective customers, specialized business processes, suppliers, intellectual property, internal controls and methods to improve efficiency and workforce morale and cohesion is essential to the company's present and future ability to succeed in a highly competitive business environment. As other people or companies should not unfairly benefit from the company's competitive confidential information, caution and discretion are required in the use of such information and in sharing it only when required in the normal course of business. Confidential records of the company are not to be removed from the premises without prior consent of the Executive Vice President. The need to protect the company's competitive confidential information should not be misinterpreted as chilling the right of employees to communicate about their wages, hours and working conditions.

While the company's normal operations require the full flow of information throughout the organization, confidential information available to one department or division of the company should be communicated to other departments or divisions only when required in the normal course of business.

Confidential information obtained as a result of employment with the company is not to be used as a means of obtaining personal gain or for the private use of others. Researching information from company records about customers or other employees for non-business related reasons is prohibited. Use or

disclosure of such knowledge or information in an inappropriate manner can result in civil and/or criminal penalties, both for the employee and for the company.

Events may occur that will draw immediate attention from the news media. Only authorized company representatives are to release information to the public. All media inquiries must be referred to the Executive Vice President. It is imperative that authorized company representatives communicate on behalf of the company to deliver an appropriate message and to avoid giving misinformation in any media inquiry. This policy is intended to control the company's official message and not to restrict employee communications about wages, hours, and working conditions.

Employees must safeguard and not disclose to any person or entity, or use in any manner detrimental to the Company, any confidential or proprietary information of Vantage Administration Services, LP. To that end, employees are required to sign a Confidential Information Agreement as a condition of employment. In addition, idle gossip or dissemination of confidential information within Vantage Administration Services, LP, such as personal information, financial information, etc. will subject the responsible employee to disciplinary action. Any employee failing to abide by these confidentiality policies and the may be subject to disciplinary action including immediate termination of employment.

General Computing

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in Vantage Administration Services, LP systems are the property of Vantage Administration Services, LP. Employees are reminded that they should have no expectation of privacy in such systems and information, as Vantage Administration Services, LP may monitor or search any company resource, including email, Internet access usage, voice mail systems, and computer hard drives at will, including the full content of any messages therein, without disclosure to Employees.

Employees are responsible for obeying all local, state, federal, and international laws regarding the use of Vantage Administration Services, LP computers. In the event a Vantage Administration Services, LP employee breaks those laws through the use of Vantage Administration Services, LP computers or network, Vantage Administration Services, LP will fully cooperate with authorities to provide any information. Furthermore, improper or illegal use is considered a serious offense and could result in disciplinary action up to and including termination.

Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format.

The following levels are to be used when classifying information:

Protected Insurance and Warranty Information (PII)

PII is information, whether oral or recorded in any form or medium, that:

- is created or received by an insurance policy provider, warranty plan, agent, insurer, or dealer; and
- relates to past, present or future insurance plans, the provision of insurance, or the past present or future payment for the provision insurance to an individual; and
- includes demographic data that permits identification of the individual or could reasonably be used to identify the individual.

Unauthorized or improper disclosure, modification, or destruction of this information could violate state and federal laws, result in civil and criminal penalties, and cause serious damage to Vantage Administration Services, LP and its insurance companies, agents, dealers and customers.

Confidential Information

Confidential Information is very important and highly sensitive material that is not classified as PII. This information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access. Examples of Confidential Information may include: personnel information, key financial information, proprietary information, customers, or business partners.

Unauthorized disclosure of this information may violate laws and regulations, or may cause significant problems for Vantage Administration Services, LP, its customers, or its business partners. Decisions about the provision of access to this information must always be cleared through the information owner.

Internal Information

Internal Information is intended for unrestricted use within Vantage Administration Services, LP and in some cases within affiliated organizations such as Vantage Administration Services, LP business partners. This type of information is already widely-distributed within Vantage Administration Services, LP, or it could be so distributed within the organization without advance permission from the information owner.

Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages. Any information not explicitly classified as PII, Confidential or Public will, by default, be classified as Internal Information. Unauthorized disclosure of this information to outsiders may not be appropriate due to legal or contractual provisions.

Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Vantage Administration Services, LP. Examples of Public Information may include marketing

brochures and material posted to Vantage Administration Services, LP entity internet web pages. This information may be disclosed outside of Vantage Administration Services, LP.

Email Use

Email is to be used for Company business only. Company confidential information must not be shared outside of the Company, without authorization, at any time. You are not to conduct personal business using the Company computer or email.

Please keep this in mind as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste company time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy.

Emails That Discriminate

Any emails that discriminate against employees by virtue of any protected classification including race, sex, nationality, religion, and so forth, will be dealt with according to the harassment policy. These emails are prohibited at the Company. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

Company Owns Employee Email

Vantage Administration Services, LP owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored at work.

Systems Security Policy

All data created on Vantage Administration Services, LP systems remains the property of Vantage Administration Services, LP and should be saved securely to Vantage Administration Services, LP network servers for backup purposes. All employees should take time to review Vantage Administration Services, LP's complete Systems Security Policy which is located on the Public Drive (P:) file name: Information Security Policy V2.pdf.

The Information Security Policy applies to all users of Vantage Administration Services, LP information including: employees, staff, assistants, volunteers, and outside affiliates. Failure to comply with Information Security Policies and Standards by employees, staff, assistants, volunteers, and outside affiliates may result in disciplinary action up to and including dismissal in accordance with applicable company procedures, or, in the case of outside affiliates, termination of the affiliation. Further, penalties associated with state and federal laws may apply.

Possible disciplinary/corrective action may be instituted for, but is not limited to, the following:

- Unauthorized disclosure of Protected Insurance Information or Warranty Information or Confidential Information as specified in Confidentiality Statement.
- Unauthorized disclosure of a sign-on code (user id) or password.
- Attempting to obtain a sign-on code or password that belongs to another person.
- Using or attempting to use another person's sign-on code or password.
- Unauthorized use of an authorized password to invade employee/employer privacy by examining records or information for which there has been no request for review.
- Installing or using unlicensed software on company computers.
- The intentional unauthorized destruction of company information.
- Attempting to get access to sign-on codes for purposes other than official business, including completing fraudulent documentation to gain access.

Password Control Standards

Vantage Administration Services, LP

- Passwords must never be shared with another person, unless the person is a designated security manager.
- Every password must, where possible, be changed regularly – (between 45 and 90 days depending on the sensitivity of the information being accessed)
- Passwords must, where possible, have a minimum length of six characters.
- Passwords must never be saved when prompted by any application with the exception of central single sign-on (SSO) systems as approved by the ISM. This feature should be disabled in all applicable systems.
- Passwords must not be programmed into a PC or recorded anywhere that someone may find and use them.
- When creating a password, it is important not to use words that can be found in dictionaries or words that are easily guessed due to their association with the user (i.e. children's names, pets' names, birthdays, etc.) A combination of alpha and numeric characters are more difficult to guess.

Where possible, system software must enforce the following password standards:

- Passwords routed over a network must be encrypted.
- Passwords must be entered in a non-display field.
- System software must enforce the changing of passwords and the minimum length.
- System software must disable the user identification code when more than three consecutive invalid passwords are given within a 15 minute timeframe. Lockout time must be set at a minimum of 30 minutes.
- System software must maintain a history of previous passwords and prevent their reuse.

Patents and Copyrights

Patents or copyrights developed by employees in conjunction with and/or as a result of employment with Vantage Administration Services, LP are the property of Vantage Administration Services, LP. Any information pertaining to such patents or copyrights must remain on Vantage Administration Services, LP premises. The ownership of patents and other intellectual property by Vantage Administration Services, LP is addressed in the *Confidential Information Agreement*, which employees are required to sign as a condition of employment.

Dating/Fraternization

Dating between employees is discouraged by company management. If such relationships occur and create any type of disruption in the workplace, the company reserves the right to transfer or terminate one or both employees involved.

Vantage Administration Services, LP prohibits intimate personal relationships between supervisors and direct subordinates, and Vantage Administration Services, LP customers including dating, cohabitation and any sexual relationship. Request for a transfer will be approved only if the employee meets the qualifications and at the sole discretion of Vantage Administration Services, LP.

Outside Employment

You must not have outside employment that might interfere with your job performance, and any such employment should never result in a conflict of interest or adversely reflect upon the company. You should inform your manager if any outside employment is obtained.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

You are prohibited from engaging in any activity that competes with any activity of the company or compromises its interests. This prohibition includes performing any services that create a conflict of interest, the unauthorized use of any company equipment, and the unauthorized use or application of any confidential trade information or techniques. In addition, you are not to conduct any outside business during paid working time.

Political Involvement

You should not exhibit political materials at the company and should not engage in political arguments and persuasion during work hours or while acting as a representative of the company. Your involvement in the political process should never disrupt your work or the work of others. Otherwise, your participation in political and civic activities is encouraged, including voting, engaging in precinct work, and maintaining personal awareness of political issues.

Dress Code

Every employee of Vantage Administration Services, LP contributes to our overall public image during working hours. Appropriate attire enhances an employee's effectiveness in providing superior service.

Each employee personally represents Vantage Administration Services, LP and is required to dress in a manner appropriate with prevailing business style. You are expected to apply common sense and good taste regarding your personal appearance. Good grooming and business-like dress that are appropriate for the work environment and the position are expected of all employees. Extremes of appearance including dress, hairstyles, jewelry, makeup, visible tattoos and body piercings, etc. should be avoided. Your appearance should not create a disruption in the workplace.

Because all casual clothing is not suitable for the office, the following guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for work. Short shorts and clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear, is not appropriate for a place of business, even in a casual setting.

Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

Vantage Administration Services, LP does not object to employees having reasonably long hair if it is groomed. Nor does it object to mustaches and/or beards if they are kept trimmed and do not hinder the employee's job performance or safety on the job.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable attire for work, please ask your supervisor, Human Resources or the Executive Vice President.

Reasonable accommodations will be made for your religious beliefs consistent with business necessity to present a conservative, professional appearance to the public. If your religion requires you to wear particular attire, you should make a request for this accommodation to your manager in writing. The company will accommodate employees' religious attire unless such accommodation is not reasonable or practical, or it causes an undue hardship on company operations or creates an unsafe working condition. If clothing fails to meet these standards, as determined by the employee's supervisor, Human Resources and the Executive Vice President, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes.

Unsatisfactory Performance, Behavior, and Conduct

It is the policy of Vantage Administration Services, LP to expect all employees to abide by certain work rules of general conduct and performance at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of Vantage Administration Services, LP, its employees, and its customers.

You are expected to conduct yourself in an appropriate and business-like manner. Examples of such conduct are outlined in the *Standards of Conduct* policy.

The following examples of unacceptable performance, behavior, and conduct are subject to corrective counseling or other disciplinary action, including termination. This list should not be considered exhaustive or all-inclusive. The nature and severity of an offense will be considered in determining disciplinary action to be taken.

- Absenteeism, tardiness, failure to report to work without sufficient explanation and authorization or failure to observe work hours, such as scheduled starting and quitting times, breaks, and meal periods, etc.
- Failure to meet production or quality standards as explained to you by your manager, mistakes due to carelessness, repetitive or excessive errors, or failure to obtain necessary work instructions
- Failure or refusal to cooperate with or assist other employees, customers, or other individuals with work-related tasks
- Performing unauthorized personal work during working time

Violations of performance expectations may also constitute misconduct. Examples of misconduct include, but are not limited to:

- Insubordination
- Profane or abusive language that is uncivil, insulting, contemptuous, vicious, or malicious
- Fighting, violence, threats, harassment, intimidation, horseplay, and other disruptive behavior in the workplace
- Interfering with another employee's job performance
- Violating the company's *Substance Abuse* policy
- Falsifying company records (e.g., time records, expense reports, etc.)
- Misappropriation of company supplies
- Use of company equipment for personal financial gain
- Destruction of or damage to company property
- Filing a fraudulent on-the job injury claim
- Filing a knowingly false report of policy violation

- Failure to observe established safety policies
- Unauthorized disclosure or misuse of confidential data, or other non-public proprietary company information regarding business partners, vendors, or customers not otherwise available to person's outside the company
- Violating the company's harassment and/or discrimination policies
- Disorderly or discourteous conduct, including fighting, horseplay, or using obscene, abusive, or threatening language or gestures, toward clients, employees, or other individuals, or gossiping with or about employees or clients while performing work or otherwise representing the company
- Stealing, destroying, abusing, or damaging company property, tools, or equipment or the property of another employee, customer, or other individuals
- Possessing a weapon in an unlawful manner while on company property or while on company business
- Creating a condition hazardous to company property or a person on company premises
- Deliberately concealing another employee's misconduct
- Failing to report any observed or known violations of any policy
- Violating any applicable laws or regulations while performing work or otherwise representing the company or otherwise related to the duties and responsibilities of the position.

Disciplinary Guidelines

This disciplinary policy applies to all (exempt and nonexempt) employees. When appropriate, employees may be counseled in attempts to correct any performance or behavioral problems. Generally, progressive disciplinary actions as described below will be followed. However, in certain circumstances and at management's sole discretion, it may be necessary to impose an action, up to and including termination of employment, without prior notice or counseling and without progressing through each stage of the disciplinary guidelines.

- **Verbal Counseling** - The manager will discuss unacceptable performance or behavior with the employee. The discussion will indicate the nature of the problem and the action necessary to correct it.
- **Written Warning** - The manager will prepare a written warning regarding an employee's unacceptable performance or behavior, which will be discussed with the employee. Some infractions may warrant a written warning without prior verbal counseling.
- **Probation Period/Suspension** - A probation period may be utilized to address an employee's

unacceptable performance or behavior. There may be circumstances when employees will be placed on a paid or unpaid disciplinary suspension. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed for infractions of workplace conduct rules. Some infractions may warrant a probation and/or suspension without prior disciplinary action.

In situations in which an investigation is necessary in order to determine appropriate disciplinary action in response to a performance or behavioral issue, the employee may be placed on suspension pending the results of the investigation.

- **Termination of Employment** – Unacceptable performance, behavior, and/or misconduct may result in termination of employment. Certain infractions may warrant immediate termination of employment without prior disciplinary action.

Policy Against Workplace Violence

Vantage Administration Services, LP is committed to providing a safe working environment for its employees. Accordingly, Vantage Administration Services, LP prohibits all applicants, prospective employees, and employees of Vantage Administration Services, LP from using or possessing weapons of any kind, concealed or otherwise, at any time while on Vantage Administration Services, LP premises and/or while engaged in or conducting business on behalf of Vantage Administration Services, LP. Moreover, Vantage Administration Services, LP prohibits all applicants, prospective employees, and employees from making any threat of violence against another individual on its premises and/or while engaged in or conducting business on behalf of Vantage Administration Services, LP.

Finally, Vantage Administration Services, LP prohibits all applicants, prospective employees, and employees from engaging in violence of any nature against any individual on its premises and/or while engaged in or conducting business on behalf of Vantage Administration Services, LP. As used in this Policy Manual, "using" means to display, employ, or discharge. "Possessing" means to exercise care, custody, control, ownership, or management over, whether directly or indirectly. The term "weapons" means any device or object capable of causing serious bodily harm or death to another person, including, but not limited to, handguns, shotguns, rifles, automatic, semi-automatic, or other firearms, "stun guns," and/or knives with blades more than three inches in length. "Weapons" do not include mace, pepper spray, or other similar devices intended to temporarily disable a person, or pocket knives with blades three inches in length or less. The term "Premises" means Vantage Administration Services, LP premises, including, but not limited to: all buildings or structures in which Vantage Administration Services, LP has a presence, the areas surrounding such building or structures, and all parking areas adjacent to or connected to such buildings or structures, and used by applicants, prospective employees and/or employees of Vantage Administration Services, LP to park vehicles.

In Texas, individuals who legally possess a firearm or ammunition are not prohibited from carrying the firearm or ammunition in their locked, privately owned vehicles while parked in company approved parking areas.

Any potentially dangerous situations, or observations of weapons in the workplace, must be reported immediately to your manager, Human Resources or the Executive Vice President. These situations may include knowledge of personal or family relationships that could bring violence into the workplace. Employees are required to notify Human Resources or the Executive Vice President of any active restraining orders they may have in place against another individual.

Monitoring and Searches

The company has the express right to access company property including, but not limited to, desks, lockers, computers, files, e-mail, text messages, instant messages, voice mail, other electronic communications, and other property owned or operated by the company. All such property and communications belong to the company and will be monitored, intercepted, reviewed, and/or searched at the company's discretion for business purposes such as monitoring compliance with company policies and procedures; investigation of business security issues, disclosure of confidential business or proprietary information, or personal abuse of the system; or monitoring work flow or productivity. Any such searches or monitoring will be performed in compliance with all applicable laws and regulations.

Any employee bringing a personal computing device, data storage device, or image-recording device on to company premises gives permission to the company to inspect these devices at any time. Personnel of the company's choosing may analyze any files, other data, or data storage devices or media that may be within or connectable to the devices in question. Employees who do not wish such inspections to be done on their personal computers, data storage devices or imaging devices should not bring such items to work at all.

Monitoring or searches conducted of company property or premises are not allegations or accusations of criminal conduct, nor is submission to such monitoring or searches an admission of guilt. You are expected to cooperate in any such monitoring or searches.

Goodwill

The success of Vantage Administration Services, LP depends upon the quality of the relationships between Vantage Administration Services, LP, our employees, our customers, our suppliers and the general public. Our customers' impression of Vantage Administration Services, LP and their interest and willingness to purchase from us is greatly formed by the people at Vantage Administration Services, LP who serve them. It is up to each Vantage Administration Services, LP employee to help promote goodwill and create high esteem with its customers and the citizens of the towns and cities where Vantage Administration Services, LP is located. Vantage Administration Services, LP employees must not overlook the fact that they become known to friends and acquaintances as an employee of Vantage Administration Services, LP. Therefore, Vantage Administration Services, LP employees have a responsibility to continually bear in mind the relationship of their personal contacts to the over-all efforts of Vantage Administration Services, LP in building goodwill.

Office Decorum

As referenced above, Vantage Administration Services, LP exists to provide quality service to the customers. What an employee says, what an employee does, and how an employee does it or says it, can either substantially contribute to our reputation or detract from it and result in less than an optimal job. Each employee's interactions and dealings in the office are direct reflections on Vantage Administration Services, LP business and on each co-worker.

Tobacco Use

The company's office locations are tobacco-free environments. Smoking and/or the use of other forms of tobacco, vapor cigarettes, or e-cigarettes are prohibited in all areas. Company management may designate specific and limited areas where outdoor smoking may be permitted during designated breaks only. This policy applies to all visitors as well as to all employees. You are expected to inform visitors of this policy when necessary.

Ethics and Conflicts of Interest

From time to time while an employee is employed by Vantage Administration Services, LP, the employee might receive offers of compensation or offers of gifts or other types of remuneration from vendors, customers, or other parties for either doing or not doing certain acts that might not be in Vantage Administration Services, LP's best interests. It is the policy of Vantage Administration Services, LP that no employee shall receive any excessive or unusual gift, entertainment, loan, or other favor from any outside source (including customers or suppliers) without approval from management. Immediately after any incident where such an offer is made, employees are instructed to report it to their supervisor. As referenced elsewhere in this Policy Manual, employees who are aware of any other employees violating this provision of the Policy Manual must immediately report it to their supervisor.

V: BENEFITS

Benefit Eligibility

"Eligible Employee" refers to an employee who is regularly scheduled to work 32 hours or more on a full workweek basis for a continuous and indefinite period of time. Employees will be advised of the status of their position when hired.

Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit. Part-time and temporary employees may be eligible for certain benefits as described in the individual benefit.

Paid Time Off

Vantage Administration Services, LP provides full-time employees with Paid Time Off ("PTO") to be taken as paid vacation, personal business, religious observances, military leave, or paid time off for illness. Vantage Administration Services, LP management is of the opinion that it is in each employee's best

interest to have time away from work and all employees are encouraged to schedule time for rest and relaxation.

An employee will be eligible to schedule accrued leave time off after completing six (6) months of continuous service with Vantage Administration Services, LP.

Rate of Accrual

Employees will accrue PTO as follows:

- First Year of Employment: Two weeks leave time (10 days), or 6.67 hours for each full month.
- Years 2 thru 4: Three weeks leave time (15 days), or 10.00 hours for each full month.
- Years 5 and All Subsequent Years: Four weeks leave time (20 days), or 13.33 hours for each full month.
- Time accrued in one calendar year will be placed in the employee's Sick Bank if it is not taken by the end of the following calendar year. (See *Sick Bank* policy.)

PTO will not be accrued during leaves of absence.

Scheduling Time Off

Paid time may be taken after eligibility requirements are met with the following provisions:

- Employees scheduling PTO for rest and relaxation must request time off in BambooHR at least two business day in advance. Approved PTO will be sent directly to the HR Department. When unforeseen circumstances (i.e. sick, emergency) prevent the employee from completing and obtaining approval for PTO in advance, the employee must request time off in BambooHR immediately after returning to work. When reasonable, the employee should call in and speak directly with their supervisor to get verbal approval according to their department's attendance policy.
- Employees are expected to take their time off as a means of rest and diversion for themselves and their families.
- Employees may not use PTO before it is accrued. Any approved time off in addition to accrued PTO will be unpaid.
- Time off must be taken in minimum increments of one (1) hour.
- No more than two weeks of PTO may be taken at one time, unless pre-approved by your supervisor.

- PTO hours will not be approved when the total of the PTO hours plus actual hours worked exceed eight (8) hours for the day. **Example:** an employee works six and one-half (6 ½) hours. They will only be allowed to take one (1 ½) hour of PTO for that day.
- PTO time taken in conjunction with a holiday must be approved in advance by the employee's supervisor.
- A holiday observed by Vantage Administration Services, LP that falls during the PTO period will be considered as a paid holiday and not as PTO. This day of PTO may be taken at another time as approved.
- Vantage Administration Services, LP reserves the right to rearrange time off schedules, to select any period within the year as times when employees may take off, and to disallow certain periods of the year for all or part of Vantage Administration Services, LP's employees for time off, as business requirements may prescribe.
- Length of service will be considered in the event a conflict of schedules arises among employees.
- PTO balances shown on your paycheck may not always include hours taken during the pay period.

Time Off Pay

The following provisions apply regarding time off pay:

- Pay for PTO will be at the employee's regular rate of pay.
- PTO will not be considered as time worked for the purpose of computing overtime.
- Compensation will not be substituted for unused or forfeited PTO.
- PTO may not be used to extend employment for resigning employees. An employee's date of termination will be the last date he/she actually works. Use of PTO will not be granted during an employee's notice period when his/her resignation has been tendered.
- Unless otherwise required by law, an employee who resigns without providing and working through an appropriate notice period, or whose employment is terminated for reasons of misconduct, will not receive payment for unused, accrued PTO.
- Unless otherwise required by law, payment for unused, accrued PTO, not to exceed a maximum of three weeks (15 days), will be included in the final pay of an employee who resigns and works through an appropriate notice period with no absences, who is released for unacceptable performance, who is released due to medical reasons, or who is separated from the company as a result of a reduction-in-force. If an employee terminates employment before completing 6 months of service, no PTO benefits will have accrued.

Maternity Leave

Full-time, female employees who have completed at least six months of service are eligible for up to 6 weeks of paid maternity leave per calendar year upon the birth of a child. This paid leave may be taken before or following the birth. This leave will be administered in accordance with the company's *Leave of Absence* policy.

Sick Bank

Time in the Sick Bank is to be used in the event of a serious health condition as defined under the

company's *Leave of Absence* policy that requires extended time away from work. Time in your Sick Bank may not be used if you have unused, accrued PTO available. Absences in excess of accrued PTO and Sick Bank time will be without pay.

Accrued, but unused PTO will automatically be credited to your Sick Bank at the end of the calendar year following the year it was accrued. For example, PTO accrued in 2016, but unused in 2016 or 2017 will be credited to the Sick Bank at the end of 2017.

The time accumulated in the Sick Bank may be used for an extended bona fide illness or injury (at least 3 days or longer) of you or your spouse or child or any other purpose that qualifies under the company's *Leave of Absence policy*. A health care provider's statement indicating the nature and extent of the illness or injury and the expected recuperation time will be required before time in your Sick Bank may be used for a serious health condition of any covered member.

A maximum of 30 days may be accumulated in your Sick Bank. Amounts in excess of 30 days will be forfeited. Compensation will not be substituted for unused or forfeited Sick Bank time. No payment will be made for accumulated time in your Sick Bank at the time of termination, unless the termination qualifies as a medical separation.

Bereavement

Bereavement leave provides you time off in the event of a death in your immediate family. For purposes of this policy, immediate family is defined as your spouse, child, parent, grandparent, grandchild, sibling, and corresponding step and in-law relationships, as well as anyone living in your household.

Full-time employees may receive up to 3 days of paid time off for bereavement leave. Factors to be considered in determining the number of days to be allowed include the relationship of the family member, location of the funeral, and time required for travel.

Use of PTO and/or time off without pay may be approved at the discretion of your manager for additional time off or for attendance at funerals of others with special relationships to you. Part-time and temporary employees will not be paid for bereavement leave but may take time off without pay when approved for such purposes. Approval for use of bereavement leave will be at the discretion of your manager.

You must be in paid status to be eligible for bereavement leave. Bereavement leave will not be granted to an employee who is on unpaid status (e.g., military leave, medical leave of absence, etc.). If a family death occurs during your scheduled PTO, the remaining PTO time may be rescheduled with the approval of your manager.

The company reserves the right to require verification of the need for bereavement leave and/or the relationship of the deceased family member. The employee may be required to provide a copy of the obituary notice, and/or the company may contact the funeral home.

Holidays

Vantage Administration Services, LP offices will be closed part of or all day for paid holidays each year. Full-time employees will receive paid time off for holidays based on the schedule of holidays and dates on which holidays will be celebrated which will be published and distributed each January.

Vantage Administration Services, LP may decide to work on a holiday depending upon job requirements. Non-exempt employees who work on a company holiday will be paid for the hours worked on that day and eight (8) hours of holiday pay.

The following provisions apply with regard to holidays observed by Vantage Administration Services, LP:

- If a holiday falls on a Saturday or Sunday, its observance will be at management's discretion.
- PTO time may be taken on a regularly scheduled workday before and/or after a holiday. However, only employees whose PTO has been previously scheduled and approved by an employee's supervisor will be eligible for holiday pay. An unscheduled PTO for sick or emergency reasons may be approved at the supervisor's discretion.
- Paid holiday time that is not actually worked will not be considered as time worked for the purpose of computing overtime.

Birthday Day Off

Full-time employees will receive time off each year for their Birthday. This time off may only be taken after it has been earned, i.e. on the employee's birthday, or as a floating holiday after the employee's birthday has passed and after approval from the employee's supervisor. This holiday must be taken in the calendar year unless approved by your supervisor.

Group Health Insurance

Vantage Administration Services, LP provides group insurance coverage to all full-time employees. Coverage is effective the first of the month following completion of sixty (30) days of employment, provided the employee has completed the necessary insurance forms. The employee is responsible for filing all claims. Upon an employee's termination or unauthorized leave of absence, coverage will cease at the end of the month in which separation from Vantage Administration Services, LP occurs unless the employee makes provision to have the coverage extended. Such extension must be provided for within a specified period of time after termination.

Vantage Administration Services, LP reserves the right at any time to modify the types of coverage set out above, the amount of the deductible, etc., and the right to alter the amount of the insurance premium for which the employee will be responsible.

Continuation of Group Health Insurance (COBRA)

You and your covered family members may be permitted to temporarily extend insurance coverage at group rates under COBRA in instances where coverage under the plan would otherwise end. You may also be eligible for state-mandated continuation rights after COBRA coverage ends.

In the event of a divorce, legal separation, a child losing dependent status under the plan(s), or the birth or placement of a child with you for adoption, you must inform the Human Resources Department within 30 days of the occurrence of the qualifying event. Failure to provide written notification of such a qualifying event within the 30-day period will result in loss of the right to continuation coverage.

The company will mail you and your participating dependents complete information regarding insurance continuation and/or conversion rights and responsibilities upon enrollment in the group insurance plan(s). Additionally, when a qualifying event occurs, you and your covered family members will be mailed more information regarding your right to choose continuation and/or conversion of coverage and the applicable time frames for election of coverage.

State Continuing Insurance Coverage

Employees in Texas and your covered family members who maintained coverage under the company's health insurance plan for at least three consecutive months may be permitted to extend insurance coverage for up to nine months in some instances in which coverage under the plan would otherwise end.

You and your covered family members may elect to convert your coverage to an individual policy when insurance continuation has expired. The company will mail you and your participating dependents complete information regarding insurance continuation and/or conversion rights and responsibilities upon enrollment in the group insurance plan(s). Additionally, when a qualifying event occurs, you and your covered family members will be mailed more information regarding your right to choose continuation and/or conversion of coverage and the applicable time frames for election of coverage.

Conflict Between Handbook and Benefit Plans

Should the descriptions in this handbook differ with the Summary Plan Description, Certificate of Coverage, Riders, Amendments or Notices of any particular benefit plan, the Summary Plan Description, Certificate of Coverage, Riders, Amendments or Notices, as the case may be, shall be considered correct.

VI: EMPLOYEE LEAVE POLICIES

Jury Duty

Full-time, part-time, and temporary employees summoned for jury duty will continue to receive pay while serving as a juror for a period of up to one week in any work year. Vantage Administration Services, LP believes that it is the responsibility of employees to fulfill their obligations to the community. Employees who are called to serve on a jury should immediately notify their supervisor. Vantage Administration Services, LP will pay employees for all regular hours missed at their basic hourly rate (not to exceed forty hours per week) for the time missed during jury duty provided that employee obtains a statement from the Court Clerk that indicates the time and dates served. Each employee is expected to be at work when not actually on jury duty.

Time off to Vote

All employees, including full-time, part-time, and temporary employees, are eligible for time off to vote if your work schedule does not allow for the consecutive hours in which to vote during polling hours. The company encourages employees to take advantage of the early voting opportunities or absentee voting as appropriate. The amount of time off permitted is based upon specific state requirements.

You must receive prior approval from your manager for time off to vote if the work schedule does not allow at the consecutive hours. Time off to vote will be scheduled in such a manner as to provide unimpaired service by the company and adequate coverage of all positions.

Family and Medical Leave of Absence (FMLA)

Eligibility - Employees who work at a company location with 50 employees within 75 miles and who have completed at least 12 months of service and 1,250 hours of service in the preceding 12 months with the company, will be eligible for up to 12 weeks of leave for certain family care and medical reasons in a 12-month period. Generally, employment periods prior to a break in service of seven years or more will not be counted in determining whether the employee has completed at least 12 months of service. The 12-month period will be measured backward from the date you use leave and will include both paid and unpaid leaves. Each time you use leave, the remaining leave available will be the balance of the 12 weeks that has not been used during the immediately preceding 12-month period.

Human Resources will inform any employee requesting leave as to whether he/she is eligible for a leave of absence under FMLA. Full-time employees who are not eligible for an FMLA leave of absence may receive a leave of up to 6 weeks as described in the *Leave of Absence* policy.

Use of Family and Medical Leave – You may be entitled for up to 12 weeks of family and medical leave for the following reasons:

- For the birth of a son or daughter of an employee and to care for the newborn.
- For placement with the employee of a son or daughter for adoption or foster child. Leave for such purposes may be taken intermittently or on a reduced schedule leave upon approval from management. Also, this leave does not have to be taken immediately following the birth or placement of the child.
- To care for your spouse, son, daughter, or parent (not in laws) with a serious health condition. Employees who are not eligible for family and medical leave will not be allowed an unpaid personal leave of absence for the illness of a parent.
- For your own serious health condition that prevents you from performing your job duties and responsibilities.
- For a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is a covered military member defined as:
 1. National Guard or Reserves or retired member of the Regular Armed Forces or Reserves on federal active duty in a foreign country or is called to federal active duty in a foreign country, provided that such duty is in support of a contingent operation; or
 2. Regular Armed Forces deployed to a foreign country or international waters regardless of the nature of the service performed in that foreign country or international waters and regardless of whether it is in support of a contingent operation.

Absences due to a work-related injury or illness, whether paid or unpaid, which qualify as a serious health condition will be considered absences under this policy, and time off will be deducted from the maximum annual 12-week (or 6-week) leave entitlement period.

Use of Military Caregiver Leave – You may be entitled for up to 26 weeks of leave in a “single 12-month period” to care for the servicemember if you are the spouse, son, daughter, parent, or next of kin (nearest blood relative) of a covered servicemember who has a serious illness or injury incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list. Coverage also includes a service member’s serious illness or injury that existed before the beginning of the service member’s active duty which was aggravated by service in the line of duty on active duty. A covered servicemember includes a member of the Armed Forces, including the National Guard or Reserves or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list. Covered service member also includes a veteran discharged or released under conditions other than dishonorable, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces within the five years prior to the time the employee’s military caregiver leave begins.

An eligible employee will be entitled to a combined total of 26 weeks of all types of FMLA leave. The “single 12-month period” referenced above begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date, regardless of the method used by the company to determine the employee’s 12 workweeks of leave entitlement for other FMLA qualifying reasons.

If Both Spouses Work for the Company- If a husband and wife are both employed by the company, a combined total of 12 weeks is available for the birth of a son or daughter or to care for the child after birth, placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition. A husband and wife employed by the company are limited to a combined total of 26 weeks of leave during the relevant 12-month period if the leave taken is to care for a covered servicemember and for the birth or placement of a healthy child or care for a parent with a serious health condition. The military caregiver leave does not alter the 12-week limitation that applies to leave taken by a husband and wife employed by the same employer for leave for the birth or placement of a healthy child or to care for a parent with a serious health condition even if the husband and wife combined took fewer than 14 weeks of leave to care for a covered servicemember.

Intermittent or Reduced Schedule Leave - Leave taken because of the serious health condition of either you or your eligible family member may be taken on an intermittent or reduced work schedule basis if such an arrangement is certified by the health care provider to be medically necessary or you must provide care or psychological comfort to a covered family member with a serious health condition, as certified by the health care provider. Intermittent or reduced schedule leave may also be taken for a qualifying exigency or for military caregiver leave of absence. During any period in which you are on an intermittent or reduced work schedule, the company may, at its discretion, temporarily transfer you to an alternative position with equivalent pay and benefits that better accommodates the recurring leave.

Requesting Leave – Employees in need of a leave of absence are required to provide sufficient information to Human Resources to make the company aware that the employee needs FMLA-qualifying leave or so that the company can reasonably determine whether the FMLA may apply to the leave request. Employees are responsible for following through with all company requirements in order for FMLA qualifying leaves to be approved. Calling in sick is not sufficient to make the company aware that you are in need of FMLA leave.

In the event of foreseeable leaves, you must provide at least 30 days' advance notice by completing a leave of absence request form. If 30 days is not practicable, you must provide notice as soon as practicable such as the same day or the next business day of becoming aware of the need for leave. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable regardless of how far in advance such leave is foreseeable.

In the event of unforeseeable leaves, you must give notice as soon as practicable under the facts and circumstances of the particular case. Employees are required to provide sufficient information and answer applicable questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable company inquiries may result in delay or denial of FMLA leave.

When planning medical treatment, you must make a reasonable effort to schedule medical leave, including intermittent and reduced schedule leave, so as not to unduly disrupt the company's operations.

Once the company has acquired knowledge that a leave is being taken for an FMLA reason, within five business days Human Resources will provide notice to any employee requesting leave as to whether he/she is or is not eligible for family or medical leave and the rights and responsibilities of the employee as provided under FMLA. Additionally, Human Resources will provide notice of the requirements for certification and the applicable certification form (with job description describing the job's essential functions).

Medical Certification – When leave is taken due to the serious health condition of either you or a covered family member, you must provide the certification form completed by a health care provider within 15 days of the request. If the certification is incomplete or insufficient, Human Resources will notify you and allow you up to seven days to cure the certification deficiency. Human Resources may seek clarification from your health care provider regarding the information contained on the certification form with your written authorization provided to the company and to your health care provider.

The company reserves the right to request a second opinion from a health care provider chosen by the company, at the company's expense. In the event of a disagreement between the opinions of your health care provider and the company's, a third and binding medical opinion may be sought, also at the company's expense.

The company may request that you submit recertification from your health care provider, at your expense, to support a continuing medical leave every 30 days or at the expiration of the minimum duration of the condition, whichever is later. Such recertification can be requested at any reasonable interval but not less than every 30 days unless:

- You request an extension of leave;
- Circumstances described by the previous certification have changed significantly; or
- Company management receives information that casts doubt on the continuing validity of the most recent certification.

If appropriate certification or recertification is not provided, the leave of absence will not be granted or continued, and you will be subject to the company's policies regarding unexcused absences.

Fitness-for-duty certification will be required in order to verify that an employee is able to return to work. Certification of fitness to return to duty for absences taken on an intermittent or reduced schedule leave may be required once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. No second or third opinions will apply for fitness-for-duty certifications.

Qualifying Exigency Certification - When leave is taken due to a qualifying exigency (e.g., short-notice deployment, military events, financial and legal arrangements, military member's parental care, etc.) related to active duty or a call to active duty for the employee's spouse, son, daughter, or parent, the employee should provide a copy of the covered military member's active duty orders or other documentation issued by the appropriate military branch. Human Resources may contact the appropriate

military unit to request verification that a covered military member is on active duty or call to active duty status. No recertification requirements will apply to qualifying exigency leaves.

Military Caregiver Certification - When leave is taken due to a servicemember with a serious illness or injury sustained in the line of duty on active duty who is your spouse, son, daughter, parent or next of kin, the employee should provide certification completed by an authorized health care provider of the covered servicemember or the travel orders issued to the employee on behalf of the servicemember. No recertification requirements will apply to military caregiver leaves.

Designation of Leave - Once the company has acquired enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g., after receiving complete and sufficient certification), Human Resources will provide a designation notice within five business days to the employee stating whether or not FMLA leave has been approved. Additionally, the designation notice will include applicable information regarding amount of leave entitlement, paid/unpaid time off, fitness for duty certification requirements, certification deficiencies, etc. If an FMLA-qualifying reason is determined by the Company to exist, Human Resources may designate leave as FMLA whether the employee specifically requests FMLA designation or not. Employees cannot request that the Company waive an FMLA leave designation if the leave qualifies as a bona-fide FMLA leave.

Notification During the Leave – You may be required to contact your manager at least bi-weekly in order for the company to remain aware of your progress and anticipated longevity of the leave of absence. Failure to contact your manager as required by this policy may result in denial or delay of the leave or restoration of employment.

Return from Leave - When the reason for a family or medical leave ends (for example, a serious health condition no longer exists), you are expected to return to work promptly.

When leave is taken due to your own serious health condition, a fitness for duty release from the health care provider will be required prior to your return to work, certifying that you are able to return to work and can perform the essential functions of the job as described in the job description, with or without reasonable accommodation. You will not be allowed to return to work until a fitness for duty release has been obtained. You are expected to return to work immediately following the health care provider's release.

If you fail to return to work on the next workday following the expiration of an approved leave or release by the health care provider, absent extenuating circumstances, you will be deemed to have resigned employment.

If you decide to resign your employment, you should notify Human Resources or the Executive Vice President as soon as possible. The employment relationship will be terminated, and your entitlement to reinstatement, continued leave, and health insurance benefits will cease.

Reinstatement - After the leave period has ended, you generally will be restored to your former position, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, if you return to work within the annual 12 week or 26-week entitlement. The company will attempt to restore an employee who is not eligible for FMLA leave to his/her position if the employee returns within 6 weeks; however, reinstatement is not guaranteed. Reinstatement to the same or an equivalent position is contingent upon your continued ability to perform all essential functions of the job, with or without reasonable accommodation.

If you are on a leave of absence, the company may, at its discretion, offer you a light duty position, if one is available and your health care provider certifies your ability to perform the duties of that position. Light duty assignments will not count against your FMLA entitlement. You are not obligated to accept a light duty position. If you accept a light duty assignment, you will continue to have the right to restoration to your original or an equivalent job until the reason for the leave ends or at the end of the applicable 12-month FMLA year, whichever occurs first.

There are limited circumstances in which you may not be reinstated from leave (e.g., in the event of a reduction-in-force.) An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave. You have no greater right to reinstatement or to other benefits and conditions of employment than if you had not been on FMLA leave. Additionally, employees who are considered “key employees” under the provisions of the Act may be denied reinstatement if the reinstatement would result in substantial and grievous economic injury to company operations and if the employee was provided the appropriate notice, stating such, at the commencement of his/her leave. A key employee is a salaried FMLA eligible employee who is among the highest paid 10% of the company’s entire workforce within 75 miles of the employee’s worksite.

If you do not return to work when the reason for the leave ends or at the end of the 12 week or 26-week period, (or 6-week period, when applicable), whichever occurs first, you may not be reinstated. Reasonable accommodations requested by the employee will be considered on a case-by-case basis when determining reinstatement provisions. In the event of termination, the effective date of termination will be the last day of the authorized leave period. You must then follow the normal job application procedures required of external candidates if you desire to be re-employed by the company.

If an employee fraudulently obtains leave, the employee will not be entitled to benefits under this policy, and employment may be terminated.

Insurance Continuation - During the leave, you will be permitted to retain your current health, dental, life, etc. insurance coverage as specified in the provisions of the company’s policy. The company will continue to contribute its portion of the premiums.

During any paid leave, your portion of premiums will continue to be taken as a regular payroll deduction. During unpaid leave of absence, you will be required to submit payments for your portion of health, dental, life, etc. insurance premiums if you desire to maintain coverage. Unless you have previously

arranged to pay the insurance premiums in advance or during the leave, the company will advance you an amount equal to the premium payments required to maintain your health insurance in force at the time. The amount advanced will be treated as an advance of future wages payable, and the advance will be deducted from any paychecks you receive following your return from the unpaid leave of absence. The amount to be deducted will be one-fourth of the amount so advanced from your first four paychecks following the date of your return from leave. If you separate from employment prior to repaying the advance in full, any unpaid balance remaining from the advance at the time of your separation will be deducted in full from your final paycheck.

You will be responsible for repayment of any insurance premium costs borne by the company for continuation of insurance during the leave should you fail to return to work at the conclusion of the leave period for reasons other than a serious health condition which qualifies under the leave provisions or circumstances beyond your control.

The company will not make payments on your behalf for any voluntary insurance which you may have elected, such as (supplemental term life, AD&D, etc). You must continue to submit all required premiums for such plans during any unpaid portion of your leave, or the insurance coverage will be discontinued in accordance with the respective plan provisions. You will be reinstated to coverage under the other benefit plans upon your return to work.

Benefits Eligibility - An employee on unpaid family or medical leave of absence does not accrue seniority or benefits such as PTO. However, a family or medical leave of absence cannot be counted as a break in service for purposes of vesting or eligibility for participation in a pension or other retirement plan.

Family and Medical Leave Pay - Accumulated Sick Bank time must be taken prior to the use of PTO leave and prior to beginning unpaid status if the leave is due to a serious health condition of you or your spouse, child, or parent. All available PTO must be taken at the commencement of any leave period following the use of all accumulated Sick Bank time, but prior to you beginning unpaid leave status. You may elect, but are not required, to use available Sick Bank time if the leave is for care of a newborn, adopted, or foster child, and no serious health condition exists or for qualifying exigency leave. The maximum amount of leave time available will be 12 weeks (for those employees who qualify for protection under FMLA), or 26 weeks (for those employees who qualify for military caregiver leave), or 6 weeks (for those employees who do not qualify for protections under FMLA), including both paid and unpaid leave.

If you incur a work-related injury or illness, you cannot substitute PTO or Sick Bank time for workers' compensation benefits. Also, workers' compensation benefits may not be supplemented with available PTO or Sick Bank time. You are required to accept any workers' compensation benefits provided and will not be allowed to utilize any available paid time off in conjunction with workers' compensation payments.

Leave of Absence

Eligibility - Full-time employees who are not eligible for an FMLA leave of absence may be eligible for up to 6 weeks of leave of absence during a calendar year. Part-time and temporary employees are not eligible for a leave of absence. Human Resources will inform any employee requesting leave as to whether he/she is eligible for a leave of absence under this policy.

Description of Qualified Leaves - This leave is intended to be used for the employee's own serious health condition which prevents him/her from performing his/her job duties and responsibilities, for the care of a newborn child, and for care of a spouse or child with a serious health condition. Intermittent or reduced schedule leave is not available under this Leave of Absence policy.

Compensation – Accrued, but unused PTO and Sick Bank time must be taken prior to beginning unpaid leave status, regardless of the reason for the leave. The maximum amount of leave time available will be 12 weeks, including both paid and unpaid leave.

Requesting Leave - In the event of foreseeable leaves, the employee must provide 30 days' written notice to Human Resources. If a 30-day notice is not possible, the employee must provide notification no later than the next business day after learning of the need for the leave. When planning medical treatment, the employee must make a reasonable effort to schedule medical leave so as not to unduly interrupt the company's operations, subject to the approval of the health care provider. You must provide written certification of the need for the leave.

Notification During the Leave – The employee must contact his/her manager at least bi-weekly in order for the company to remain aware of his/her progress and anticipated longevity of the leave of absence. The company, in its sole discretion, may waive this periodic reporting requirement. The employee must notify his/her manager of his/her intent to return to work at least five days before the expiration of the leave or recovery from the serious health condition, if applicable, or if the employee will not be able to return to work on the specified date of return. Failure to report as required by this policy may result in denial or delay of the leave or restoration of employment. If the employee decides to voluntarily terminate employment, Human Resources or the Executive Vice President should be notified as soon as possible. If the employee fails to return to work on the next work day following the expiration of an approved leave, he/she will be considered absent from work without proper authorization and will be deemed to have resigned employment, unless arrangements for an extended leave period have been made with Human Resources or the Executive Vice President. The employee must then follow the normal job application procedures required of external candidates if he/she desires to be re-employed by the company.

Return From Leave - When the reason for a leave ends (for example, a serious health condition no longer exists), the employee is no longer eligible for leave under this policy and is expected to return to work promptly. If the leave was taken for an employee's serious health condition, a release from the health care provider will be required prior to the employee's return to work, certifying that he/she is fit to return

to work and can perform the essential functions of the job with or without reasonable accommodation. The employee is expected to return to work immediately following the health care provider's release or at the end of the leave period.

Reinstatement - The company will attempt to restore you to your former position if you return to work within the 6-week period. However, reinstatement is not guaranteed.

Employment Benefits - Taking a leave will not result in the loss of any employment benefit granted before the date that the employee's leave started. However, he/she will not be granted any additional paid leave benefits during an unpaid leave of absence.

Insurance Continuation - During the leave, the employee will be permitted to retain his/her current health insurance coverage as specified in the provisions of the company's policy, with the company paying the portion of the premiums in effect at the time. During any paid portion of a leave, the company will continue to deduct the employee's portion of any insurance premiums normally paid as a regular payroll deduction.

During unpaid leave, the employee may be required to submit periodic payments of such premiums to the company if he/she desires to maintain coverage, and insurance coverage may cease if payment is more than 30 days late.

Military Leave

Employees who are members of a uniformed service or who apply for membership in a uniformed service will be given the required time off for the performance of duty, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and the time necessary to be absent from employment for an examination to determine fitness to perform any of these duties. Uniformed services generally include the Armed Forces, the Army National Guard, and the Air National Guard.

You or an officer of the service must give the company advance notice, either written or verbal, of your need for military leave, unless advance notice is precluded by military necessity (as determined by the Secretary of Defense) or is otherwise not within your control. You should give notice and provide a copy of any official papers as soon as possible after receipt of military orders so that any necessary scheduling arrangements can be made. Failure to provide adequate notice may result in a denial of reinstatement.

Upon notification of your need for leave or upon your request to Human Resources you will be provided with information regarding your rights and responsibilities for military leave.

Workers' Compensation

Employees of Vantage Administration Services, LP are covered by Workers' Compensation insurance which is purchased by Vantage Administration Services, LP. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a

result of employment with Vantage Administration Services, LP in accordance with the laws of the state in which the employee works. Eligibility for benefits under Workers' Compensation insurance is automatic and is effective on date of hire.

Employees in Texas may elect to decline such coverage if, no later than five days after beginning employment, you notify Human Resources in writing that you wish to retain your common law right of action. In such an instance, you would not be covered by the insurance plan and would not be able to obtain workers' compensation income or medical benefits in the event of a job-related injury or accident. If you decline workers' compensation insurance coverage, your employment may be terminated immediately, as coverage under workers' compensation insurance is a condition of employment with the company.

All job-related injuries and accidents, regardless of the need for medical attention or severity of the injury or illness, must be reported immediately to Human Resources or the Executive Vice President. If you require medical attention, you will be sent to a health care provider or hospital for appropriate medical treatment. If necessary, your designated emergency contact will be notified of the illness or injury. Following the provision of appropriate medical care, Human Resources will ensure completion of the appropriate injury report forms.

If you incur a work-related injury or illness, you cannot substitute PTO or Sick Bank time for workers' compensation benefits. Also, workers' compensation benefits may not be supplemented with PTO or Sick Bank time. You are required to accept any workers' compensation benefits provided and will not be allowed to utilize any available paid time off in conjunction with workers' compensation payments.

If you are off of work due to a work-related injury or illness, you are expected to return to work immediately following release by your health care provider. Leaves of absence due to work-related injuries and illnesses will be administered as other medical leaves under the company's *Leave of Absence* policy. Employees on leave due to a work-related injury or illness who qualify for 12 weeks of leave under the policy will be allowed to return to the same or an equivalent position if released to return to work within 12 weeks of the time the leave began; however, reinstatement is not guaranteed. Reasonable accommodations requested by the employee will be considered on a case-by-case basis when determining reinstatement provisions. If you do not return to work within the specified time period, you may be replaced. However, when medically and fully released by a health care provider, you may reapply for available positions for which you are qualified and will be given the same consideration as external candidates.

Release to Return to Work

Employees returning from any extended leaves of absence (more than three working days) due to illness may be asked to provide the HR Department with a written doctor's release. The release should specifically indicate any work limitations imposed on the individual.

Resignation

Resigning employees are expected to provide appropriate advance written notice of their intent to resign.

Failure to provide and work through the appropriate notice of resignation may result in ineligibility for re-employment and forfeiture of payment for any accrued, but unused PTO. Your notice period may not include any paid time off benefits. Any absences during your notice period will be unpaid. Your date of termination will be the last day you actually worked.

At least two weeks' written notice to your manager is expected prior to the effective date of resignation. You should state the effective date of termination and your reason for resigning. A resignation is irrevocable, unless approval to rescind it is provided by the Executive Vice President.

The company may permit the employee to continue employment during the notice period or accept the resignation immediately or at any time during the notice period. No payment beyond the last day actually worked will be made to terminating employees.

Unless otherwise required by state law, accrued but unused PTO, not to exceed a maximum of three weeks, will be paid to you upon termination if you provide proper notice of resignation and work through the notice period with no absences, unless you have worked less than six months of service. Unless otherwise required by state law, no payment for unused Sick Bank time is provided upon termination of employment.

Job Abandonment

You are expected to provide appropriate notice if you are unable to work. If you are absent from work without notice to your manager, you will be considered to have abandoned your job and resigned from employment with the company after one full day of absence. The effective date of termination will be the last day on which you were at work.

If you abandon your job, you will be paid only for each day actually worked. Unless otherwise required by state law no payment for available PTO or Sick Bank time will be made to an employee who abandons the job.

Performance Based Termination

Performance-based terminations are initiated by the company for unacceptable job performance (see *Unacceptable Performance, Behavior, and Conduct Policy*).

The effective date of termination will be the last day on which you were at work. Unless otherwise required by state law, accrued but unused PTO, not to exceed a maximum of three weeks will be paid to you in the event of a termination for reasons of unacceptable job performance, unless you have worked less than 6 months of service. No payment for unused Sick Bank time is provided upon termination of employment.

Misconduct Related Termination

Misconduct-related terminations are initiated by the company for inappropriate conduct or behavior (see

Unauthorized Conduct Policy).

The effective date of termination will be the last day on which you were at work. Unless otherwise required by state law no payment for available PTO or Sick Bank time will be made when an employee is terminated for reasons of misconduct.

Retirement

Retiring employees are expected to provide advance notice of their intent to retire in order for the company to plan for the replacement of their position. Your retirement date will be the last day you actually worked.

Unless otherwise required by state law, accrued and unused PTO will be paid upon retirement. No payment for unused Sick Bank time is provided upon termination of employment.

Medical Separation

A medical separation is a release initiated by either you or the company if you are unable, for health reasons, to continue to work. A medical separation will not affect your eligibility for continued receipt of workers' compensation, sick leave, or other disability payments for which you are eligible.

Employees will be paid available, but unused PTO and Sick Bank time for which eligible upon a medical separation.

Reductions-in-Force

Organizational changes within the company such as office closings, office relocations, reorganizations, consolidation of functions, restructuring, elimination of job functions, or lack of work may require the termination or transfer of some employees.

Termination

In the case of a resignation, you may be interviewed by Human Resources on or before your last day of employment. This exit interview will be conducted to give you an opportunity to discuss your reasons for leaving, as well as for the company to gain information that might improve policies, working conditions, or procedures.

On or before your last day of work, you must return any keys, passwords, or other items issued to you by the company or created as a result of employment with the company. You may be required to sign an authorization form to deduct the cost of any unreturned or unreasonably worn or damaged company property from your final paycheck.



Employment Handbook

Acknowledgment and Agreement

I have received and read my copy of Vantage Administration Services, LP's Employee Handbook. I understand that the policies and procedures in this handbook are for informational and illustrative purposes and that the company can change or revoke any of these policies at any time and for any reason deemed necessary by management. I also acknowledge that I have read the *Equal Employment Opportunity, Substance Abuse, and Harassment* policies within this handbook.

I understand that I am responsible for remaining knowledgeable with and abiding by the policies of this handbook and all other posted or publicized company policies and procedures.

I am aware that my employment with the company is at-will and that my receipt of this handbook does not imply a contract of employment or guarantee of employment for any particular length of time from Vantage Administration Services, LP. I acknowledge that this handbook replaces any prior editions of any handbook or policies which I may have received in the past.

I agree, as shown by my signature, to accept and follow all company policies and procedures contained in this handbook and all other posted or publicized, written, or verbal company policies and procedures.

Employee Name _____
(Please Print Name)

Employee's Signature _____ Date _____

Authorized Witness _____