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BLUE BOOK: WORK RULES AND POLICIES

EMPLOYEE HANDBOOK

Employee Handbook

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Welcome

Welcome to Innovative Mortgage Alliance!

Communication is critical to the success of any winning team. As an employee of Innovative Mortgage Alliance, you will want to know what you can expect from us and what we expect of you.

This handbook outlines the benefits, practices and policies that are important to you. You should keep this handbook handy as a guide and ready reference. If you have questions as you read through this handbook, please do not hesitate to discuss them with your supervisor. Your supervisor is a very important source of information and will be more than happy to assist you.

We would also like to introduce you to Pay Pros of Utah LLC. (“PP”). PP is a full service Professional Employer Organization (PEO), chosen by Innovative Mortgage Alliance (also referred to as “Company”) to provide personnel administration services. PP’ expertise in payroll, benefits, and labor and employment compliance allows companies like Innovative Mortgage Alliance to focus on core business objectives, such as providing products and/or services, customer service, sales, and marketing. PP and Innovative Mortgage Alliance are co-employers. PP acts as the employer of record for certain specific administrative issues, which may include payroll, benefits, unemployment claims, workers’ compensation claims, disability claims and certain other personnel related issues. PP does not, however, oversee the day-to-day operations of Innovative Mortgage Alliance or its employees. The managers and supervisors of Innovative Mortgage Alliance will continue to supervise your day-to-day activities as well as handle the operations of the business.

Should you have questions about payroll, benefits, workers’ compensation or other routine administrative questions, you should contact PP. You can reach the PP Human Resources Specialist at 801-762-0800, terry@payprosnv.com, or 888-406-8968.

Purpose Of This Employee Handbook

This handbook is designed to acquaint you with Pay Pros Employment Services, Inc. (“PP”) and Innovative Mortgage Alliance (sometimes referred to herein as “Company”) and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. Other than the at-will agreement and agreement to arbitrate, this handbook should not be construed as creating any kind of “employment contract,” since the Company has the ability to add, change or delete wages, benefits, policies and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

As provided in the Employee Acknowledgment and Agreement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. Employment at the Company is employment at-will and may be terminated at the will of either the Company or the employee. Your status as an “at-will” employee may not be changed except in writing signed by you, PP and Peter Skaggs, Innovative Mortgage Alliance. This handbook shall supersede any and all prior handbooks, written documents or oral representations, issued by the Company, that contradict the at-will nature of your employment.

Let's Communicate

Employee Relations Philosophy

We at Innovative Mortgage Alliance are dedicated to continuing what we believe to be an excellent employee relations program. We attempt to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement.

Please tell us if you have a problem. We think you'll find our Company is receptive to your concerns. We are always looking for ways to make this a better place to work.

If You Have A Problem

If you have any questions concerning your job or if you encounter any work-related problems, we encourage you to discuss your questions or problems with us. We cannot address any of your questions, concerns or problems unless we know about them.

If you have a problem, please talk with your on-site supervisor as soon as possible. Your on-site supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your on-site supervisor, or if you feel your on-site supervisor cannot or has not satisfactorily resolved the problem, please speak with the PP Human Resources Specialist at 801-762-0800, terry@payprosnv.com, or 888-406-8968.

PP takes all concerns and problems brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

Please note that PP and Innovative Mortgage Alliance utilize a system of binding arbitration for disputes with employees which cannot be resolved by other means, and which would otherwise be subject to resolution in court.

What You Can Expect From Us

Introductory Period

For every new employee, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude and overall interest in your job will be observed. During this period, you may not be eligible for certain Company benefits.

Employees who fail to demonstrate the commitment, performance and attitude expected by PP and Innovative Mortgage Alliance may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

As a result of an excused absence during your introductory period or for other reasons identified by management, PP and Innovative Mortgage Alliance may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, gender identity, pregnancy, childbirth, pregnancy-related conditions, sexual orientation (for employees working in Salt Lake County), national origin, citizenship status, uniform service member status, age, disability or any other protected status in accordance with all applicable federal, state and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company and PP will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify the PP Human Resources Department. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the PP Human Resources Department immediately. PP and Innovative Mortgage Alliance take all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

Policy Against Harassment

The Company and PP are committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Company and PP strictly prohibit all forms of unlawful harassment, which includes harassment on the basis of race, religion, color, sex, gender identity, pregnancy, childbirth, pregnancy related conditions, sexual orientation (for employees working in Salt Lake County), national origin, citizenship status, uniform service member status, age, disability or any other category protected by applicable state or federal law.

This policy against harassment applies to all employees, including supervisors and managers. The policy prohibits managers, supervisors and employees from harassing co-workers as well as customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the policy prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on gender, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex; and

- verbal abuse concerning a person’s characteristics such as vocal pitch, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of **customers/clients**, or employees of **customers/clients**, vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

What Should You Do If You Feel You Are Or Have Been Harassed

If you feel that you are being harassed by another employee, supervisor, manager or third party doing business with the Company, you should immediately contact **the PP Human Resources Specialist at 888-406-8968**. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to **the individuals above**. Appropriate action will also be taken in response to violation of this policy by any non-employee.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. The Company and PP take all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported will be investigated as promptly as possible and corrective action will be taken where warranted. The Company and PP prohibit employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Policy Against Retaliation

The Company is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another employee who is engaged in any of these activities;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing informal notice to the Company regarding alleged unlawful activity.

The Company strictly prohibits any adverse action/retaliation against an employee for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against you should immediately contact **the PP Human Resources Specialist at 888-406-8968**. In addition, if you observe retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to **the individuals above**.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

Company Benefits

Benefits

The most current Innovative Mortgage Alliance Benefits Program Summary handout provides you with eligibility requirements and some of the features of the benefits offered by PP and Innovative Mortgage Alliance. PP and Innovative Mortgage Alliance reserve the right to change or terminate any of the provisions, contributions and/or benefits of these plans at any time, with or without notice.

Paid Holidays

After completion of the introductory period (except as provided below), full-time employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year the Company will distribute a schedule of the year's holidays. However, the Company reserves the right to change the schedule or eliminate holidays with or without notice. The following are generally the paid holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking a pre-approved vacation on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

Managerial employees will generally not receive additional holiday pay.

Vacation Time

The Company provides vacation benefits to all regular full-time employees, after 90 days of continuous employment. Vacation does not accrue, rather vacation is only awarded upon the successful completion of each length of service outlined below. Vacation will renew each calendar year. Employees first year of vacation will be pro-rated based on hire date.

The vacation schedule is:

After 90 days of employment:	5 days
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After 3 full years of service (and each full year thereafter): 10 days
After 5 full years of service (and each full year thereafter): 15 days

Consult the PP Human Resources Specialist at 888-406-8968 for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives while on vacation varies according to whether the employee is an hourly, commissioned or salaried employee. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off. We encourage employees to take their vacation all at one time, but in any event, all vacation must be taken in full day increments.

In addition, employees who are out on a leave of absence do not accumulate vacation time while they are on their leave. Vacations must be scheduled and approved by your supervisor at least two weeks in advance. The Company has the right to refuse an employee's application for vacation if, in the Company's sole judgment, scheduling the vacation at the time sought would be inconsistent with the smooth operation of the Company's business. Employees may roll over any unused vacation to the next year; however employees may not accumulate more than 20 days of vacation in any one year period. Any accumulated vacation time will be forfeited upon the termination of your employment.

Paid Sick Leave

All full-time employees who have successfully completed their introductory period may take up to three (3) paid sick days per year. Sick leave is to be used for an illness of the employee, or an illness of the employee's child, parent, or spouse. Sick leave is not to be used for vacation or personal time off. The Company may require verification of illness from a physician. The sick leave year runs on calendar year. This benefit does not accrue and cannot be carried over from one year to the next. Employees will not be compensated for unused sick days when they leave their employment.

Civic Duties

Innovative Mortgage Alliance encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the department's work with as little disruption as possible.

Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting:

If an employee does not have three or more non-work hours between the time polls open and close in which to vote, he or she may have up to a two-hour paid leave of absence to vote. Employees who will need a leave of absence to vote shall notify their supervisor prior to the day of the election. IMS and PP may specify the hours during which the employee may be absent to vote.

Discretionary Medical Leaves of Absence

After 90 Days

After an employee has completed the ninety (90) day introductory period, he or she is eligible, subject to management approval, for up to four (4) weeks of unpaid leave of absence for medical reasons. Medical reasons may include illness, injury, or related medical and surgical procedures. A statement acceptable to the Company from your physician indicating that you are unable to perform your job and the anticipated date of your return is required by the Company prior to the start of any approved leave. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your physician that you are unable to perform your job and the revised anticipated date of return. You must provide at least 30-days advance notice to **the PP Human Resources Specialist at 888-406-8968** of your need for leave or in case of an unforeseen circumstance in which 30-days advance notice is not possible, you must provide as much advance notice as is possible. The Company may require employees who are requesting leave, or who are already on a leave, to be examined by a physician of the Company's choice. The Company also may require periodic verification by a physician of the employee's inability to work.

Employees who are granted a medical leave of absence during their first 12 months of employment may return to their regular job if it is available. If it is not available, we will generally attempt to place the employee in a similar job for which he or she is deemed by management to be qualified, if such a job is available. If no jobs are available at the time, we will generally give the employee consideration for any position for which he or she applies and is deemed by management to be qualified. A returning employee will be considered for a 30-day period following his/her notifying the Company in writing that he/she is ready to return to work. If the employee does not return within this 30-day period, he/she will be terminated. Medical insurance may be continued during the leave in accordance with the applicable plan document and COBRA.

Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an

employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the Company over the preceding 12 months; and
3. Currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly-born child (up to 12 weeks);
2. Placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. Because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks)
5. To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
6. To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the

functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "Covered Servicemember" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, the Company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible

employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.)

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Company will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with FMLA and Employee's Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Department, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves within five years prior to the treatment for which an eligible employee requests leave; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render a current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the permanent disability retired list.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- (1) **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- (2) **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- (3) **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- (4) **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- (5) **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- (6) **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- (7) **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- (8) **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and

applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Personal Leave Of Absence

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of two weeks. An extension beyond two weeks will be considered on an individual basis.

Failure to report to work as scheduled following a leave of absence may result in discipline, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with your on-site supervisor and the PP Human Resources Department prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

Bereavement Leave

Our full-time employees are eligible to receive up to 3 days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Your immediate family includes your spouse, children, stepchildren, parents, grandparents, grandchildren, brother or sister, or your spouse's parents.

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The 3 eligibility for unpaid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

Military Leave Of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to provide notice of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

What We Expect of You

Company Policies

This section of your handbook discusses your responsibilities as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work. The result of your effort will be a more efficient, productive and pleasant atmosphere for you, your co-workers and our customers.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy may lead to discipline, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company and PP have a similar right.

Absenteeism And Tardiness

Each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Leaving a message, voice mail or sending an email does not qualify as notifying your supervisor -- you must personally contact your supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain his/her permission.

When absence is due to illness, the Company may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Company, if an employee fails to report for work or call in for three (3) consecutive calendar days they will be considered to have abandoned their job and will be terminated.

Alcohol And Drug Policy

Purpose

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

General Policy

Each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, we have adopted a policy that all employees must report to work and remain completely free from the presence of drugs or under the influence of alcohol.

Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees may disclose such prescriptions on the request form at the drug testing facility. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Who is Tested

In order to enforce its policy and to determine the presence of substances prohibited by this policy, Innovative Mortgage Alliance AND PP shall conduct drug/alcohol tests in the following circumstances:

a. Applicants for Employment. Job applicants must submit to a drug test. Refusal to submit or a positive confirmed drug test may be used as a basis for refusal to hire the applicant.

b. Current Employees. Current employees may be required to submit to drug/alcohol screening under a variety of circumstances. Some of those circumstances are listed below:

(1) Random or Periodic drug testing. All employees are equally subjected to the possibility of being requested to submit to random or periodic testing as a means of achieving our business necessity for a drug-free workplace;

(2) Reasonable Suspicion. Reasonable suspicion that substances prohibited by this policy are in an employee's system may also lead to testing. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, or involvement in a workplace or vehicular accident;

(3) Job Related Purposes. Drug/alcohol testing may occur for any job related purpose consistent with business necessity, including:

- (i) Investigations of possible individual employee impairment;
- (ii) Investigations of accidents in the workplace. Employees who the Company believes may have contributed to an accident may be required to submit to drug/alcohol screening following the accident;

- (iii) Maintenance of safety for employees, customers, clients or the public at large;
- (iv) Maintenance of productivity, quality of products or services or security of property or information; and/or
- (v) Reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that the use may adversely affect the job performance or work environment.
- (vi) Return to work from a leave of absence.

(4) Follow-up Testing. Employees who in the course of employment enter an employee assistance program for drug- or alcohol-related problems, or an alcohol and drug rehabilitation program, will be required to submit to testing as a follow-up to such program on a quarterly, semiannual, or annual basis, for up to 2 years thereafter.

Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

Enforcement Policy

In order to enforce this policy and procedures, we may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by supervision.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent searching that area, thus employees should have no expectation of privacy for personal belongings brought on Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

What Happens When An Employee Tests Positive For Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to discipline up to and including termination.

Bad Attitude

Every employee should display a positive attitude towards their job. A bad attitude creates a difficult working environment and prevents the Company from providing quality service to our customers.

Bulletin Boards

The Company may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Company. No information may be placed on these bulletin boards without the prior approval of the PP Human Resources Department.

Cellular Phones, PDAs, And Other Handheld Electronic Devices

While at work, employees are expected to exercise the same discretion in using personal cellular phones, PDAs, and other handheld electronic devices as is expected for the use of all Company devices and equipment. In the remainder of this policy, these devices are collectively referred to as "handheld devices." Excessive use of these handheld devices during the workday can interfere with employee productivity and be distracting to others. A reasonable standard is to limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time to no more than one per day as needed. Employees are, therefore, asked to use these handheld devices for personal use outside of working hours, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for the loss of handheld devices brought into the workplace.

Personal Use of Company-Provided Handheld Devices

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

Recording Devices

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Company prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones

equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, camera phone, PDA or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Company policies. Employees may not use a cell phone, camera phone, PDA or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees are strictly prohibited from taking any photographs or videos using any handheld device on Company premises. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are expected to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. If an employee needs to make a phone call while driving, the employee must use a hands-free device. However, under no circumstances may an employee while driving use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Special Responsibilities for Managerial Staff

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Company Keys/Entry Cards

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your on-site supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your on-site supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to your on-site supervisor upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Company Relationships Policy

Innovative Mortgage Alliance has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and

sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Innovative Mortgage Alliance does not prohibit consensual amorous relationships between employees, but it does impose the following restrictions:

1. Innovative Mortgage Alliance prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
2. All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
3. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

Questions and clarifications will be addressed by the PP Human Resources Specialist.

Company Vehicles

Only authorized employees may use Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All people in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only people authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company or customer vehicles who is cited for D.U.I. or for any other serious moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Company or customer vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Company or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic

accident while operating a Company or customer vehicle, the employee is required to call a police officer to the scene of the accident. The employee must report the accident to your on-site supervisor immediately. Do not attempt to render medical care or assistance beyond your ability.

Computers, E-Mail, Voice Mail And The Internet

The following policy governs the use of all Company-owned computers, personal computers used for Company business, e-mail and voice mail systems, and Internet access via Company computers and/or data lines. Personal computers used for Company business include laptops or home computers that are connected with the Company's network on a regular or intermittent basis. This policy may not be changed except in a written document issued by the President of the Company or the Human Resources Department.

All Company computers, e-mail and voice mail facilities, and Internet access accounts are the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored, transmitted or received with the aid of the Company's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of the Company. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Company's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate wasteful of Company resources, or contrary to the Company's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

Company Property

All software that has been installed on Company computers and personal computers used for Company business is Company property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on Company computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company.

Upon termination of employment, an employee shall not remove any software or data from Company-owned computers and shall completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business.

Proper Use

Employees are strictly prohibited from using Company computers, Company e-mail and Company voice mail systems, and Company Internet access accounts, or personal computers used

for Company business, for any improper purpose. The Company's Anti-Discrimination Policy and Policy Against Harassment extend to the use of the Company's computers, e-mail, voice mail and Internet systems and personal computers used for Company business. Any employee who uses the Company's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of the Company's computers, e-mail, voice-mail and Internet systems. Employees are expected to use their best judgment and common sense at all times when accessing or using the Company's computers, e-mail, voice-mail and Internet systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, national origin, citizenship status, age, disability, or any other status protected under federal, state and local laws.
- Employees may not use the Company's computers, e-mail, voice mail and Internet systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading or removing any proprietary, confidential, trade secret or other information of the Company, or of the Company's customers. In addition, employees may not alter, transmit, copy or download proprietary software, databases and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. AOL Instant Messenger and Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees may not use or allow another individual to use the Company's computers, e-mail and Internet systems for any purpose that is either damaging or competitive with the Company or detrimental to its interests.
- Employees are strictly prohibited from using the Company's computers, e-mail or Internet systems in any manner that violates the federal Anti-SPAM law.

- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, e-mail and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computers, e-mail or Internet systems.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through the Company's computers, e-mail or Internet systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Company's computers, e-mail or Internet systems.
- See Social Media, Social Networking and Weblogs Policy for information about proper use of these applications.

Unsolicited E-mail

Electronic mail has become an extremely important and efficient means of communication, particularly in the business world. However, the abuse of electronic mail systems, as well as the receipt and transmission of unsolicited commercial electronic mail places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited e-mails from our system. To eliminate the receipt and transmission of unsolicited commercial electronic mail, the Company complies with the federal "CAN-SPAM" law. All employees are responsible for complying with the federal Anti-Spam regulations and therefore may not use the Company's computers, servers, network or e-mail system to:

- Transmit unsolicited commercial electronic mail promoting the Company's business, goods, products and services without prior authorization.
- Transmit unsolicited commercial electronic mail promoting the employee's personal business, goods, products and services.
- Transmit commercial electronic messages to the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- Initiate a transmission of a commercial e-mail message that contains or is accompanied by false or misleading information.

In addition, to help the Company eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, you should:

- Not use your Company computer to access any website not directly related to Company business; and
- Delete unfamiliar or suspicious e-mail from outside the Company without opening it.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computers or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to **the Innovative Mortgage Alliance IT Manager**. Changing passwords or creating new passwords without notifying **the Innovative Mortgage Alliance IT Manager** is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using Company computers and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

System Integrity

Because outside storage devices may compromise the Company's systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first (1) obtaining specific authorization from **the Innovative Mortgage Alliance IT Manager**, and (2) scanning the data for viruses. Any employee who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or

information, may additionally be subject to criminal prosecution and/or substantial civil money damages.

Confidentiality

All records and files of the Company are property of the Company and considered confidential. No employee is authorized to copy or disclose any file or record. Confidential information includes all letters or any other information concerning transactions with customers, customer lists, payroll or personnel records of past or present employees, financial records of the Company, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors and documents concerning operating procedures of the Company. All telephone calls, letters, or other requests for information about current or former employees should be immediately directed to the PP Human Resources Department. In addition, the PP Human Resources Department are the only authorized employees to release, disseminate or communicate any necessary information regarding the Company, or to make a public comment regarding the Company, to individuals or entities outside of the Company, unless an employee obtains prior written authorization from the Company.

Conflict Of Interest

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids a financial interest in an outside concern, which does business with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the President of Innovative Mortgage Alliance, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the President and obtain his/her approval in writing.

Courtesy

Courtesy is the responsibility of every employee. All employees are expected to be courteous, polite and friendly to our customers, vendors and suppliers, as well as to their fellow employees. No one should be disrespectful or use profanity or any other language, which injures the image or reputation of the Company.

Damage To Property

We have made a tremendous investment in our building and equipment in order to better serve our customers and to make your job easier. Deliberate or careless damage to the Company's property, as well as damage to your co-workers' or customers' property will not be tolerated.

Document Preparation

Correspondence and documents should be error-free and neatly prepared. Care shown in preparation reflects attention to accuracy and detail. Even simple errors cause unnecessary inconvenience and irritation. Furthermore, the time required to correct them is wasteful and expensive.

Facsimile And Copy Machines

The facsimile and copy machines are for legitimate business purposes only. Employees are prohibited from using these machines for the purpose of transmitting, receiving or copying materials, which may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to the President.

Fighting, Threats, And Weapons

We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

Fraud, Dishonesty And False Statements

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, time card, investigative questionnaires or any other document. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to the President immediately.

Gambling

Gambling is prohibited on Company property, or through the use of the Company's property.

Gifts And Gratuities

Employees may not request or accept any gift or gratuity of any kind from a customer or supplier without the express written authorization of the Innovative Mortgage Alliance President.

Hazardous And Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Honesty

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Company policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against Company policy to mislead or misrepresent any credit application or customer credit status to any financial institution. Employees are also expected to be honest in their dealings with their supervisors and co-workers.

Housekeeping

Employees are responsible for maintaining their own work areas in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. All stationery and miscellaneous supplies should be removed from benches/furniture tops. No paperwork may be left out overnight. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity on duty or on Company property, or while off the job which reflects detrimentally on the Company's reputation.

Insubordination

We all have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated.

Loans And Pay Advances

Experience in business teaches us that loans to employees or advances in pay do little in the long run to help an employee meet his or her financial obligations. At the same time, the Company may be put in a very difficult and unpleasant position if we are required to collect a past due loan. For these reasons, it is our policy not to make loans or advances of pay to employees. Similarly, managers and employees are prohibited from extending loans to any fellow employees because of the potential for conflict that may result.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. You are required to attend all Company meetings involving your department or which you have been asked to attend.

Misuse Of Property

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of the Company.

Off-Duty Use Of Facilities

Employees are prohibited from being on the Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

Off-Duty Social And Recreational Activities

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Outside Employment

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with PP and Innovative Mortgage Alliance. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from **the Company President**.

Overtime

The Company may periodically schedule overtime or weekend work in order to meet production needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your on-site supervisor. Working overtime without your on-site supervisor's approval may result in discipline, up to and including termination.

Parking

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your on-site supervisor.

Personal Appearance And Behavior

We expect all employees to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, offensive and other non-business-like clothing are unacceptable. **Employees who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty.** Employees who report to work in unacceptable attire may be requested to clock out, leave work and return in acceptable attire. Such time away from work will generally be without pay.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee (such as but not limited to kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to observe the Company's personal appearance and behavior policy at all times while at work.

Personal Mail

All mail which is delivered to the Company is presumed to be related to our business. Mail sent to you at the Company will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Company postage meters and letterhead may not be used for personal correspondence.

Personal Telephone Calls And Visits

We have a limited number of telephone lines at Innovative Mortgage Alliance, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long distance calls. Under no circumstances are employees permitted to use Company telephones to call

“900” lines or similar pay-per call services. Employees will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are **prohibited/strongly discouraged**. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest’s arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, PP and Innovative Mortgage Alliance limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of **[the PP Human Resources Department]**.

You may review your own personnel file with **[the PP Human Resources Department]** present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Poor Performance

Employees are expected to make every effort to learn their job and to perform at a level satisfactory to the Company at all times.

Protection of the Company’s Trade Secrets and Confidential Information

As part of their employment with the Company, employees may be exposed to and/or provided with trade secrets and other confidential and proprietary information of the Company relating to the operation of the Company’s business and its customers (hereinafter referred to as the Company’s “Trade Secrets/Confidential Information”). The Company’s Trade Secrets/Confidential Information includes, but is not limited to, one or more of the following: information concerning the nature of the Company’s business and its manner of operation; the methods and systems used by the Company in soliciting, selling and providing its products and/or services to its customers; financial and accounting information, such as cost, pricing and billing information, customer profiles, financial policies and procedures, and revenues and profit margins; sales and marketing information, such as sales strategies and programs; information concerning the Company’s customers and potential customers; customer lists; prospective customer lists; customer buying habits and special needs; Company policies and procedures; information concerning the Company’s business

relationships with persons, firms, corporations and other entities; and all other information relating to the business of the Company.

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company which employees prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of employment, or at the Company's request at any time.

Employees will not engage in competition with the Company at any time following their termination or cessation of employment with the Company while making use of the Company's Trade Secrets/Confidential Information.

Publicity

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee shall be instructed regarding the Company's injury prevention program. Each employee is expected to assist Innovative Mortgage Alliance in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Searches And Inspections

In order to protect the safety and property of all of our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at anytime with or without prior notice and the employee should not assume that any data stored in Company computers is confidential.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

Smoking is prohibited in all Company buildings and vehicles. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

Social Media, Social Networking and Weblogs Policy

The following policy governs Employee use of social media, including any online tools used to share content, profiles, opinion, insights with others such as personal web pages, message boards, networks, communities and social networking websites, including but not limited to Facebook, Myspace, Twitter, and **[LinkedIn]** as well as weblogs ("blogs"). The lack of explicit reference to a specific site does not limit the application of this policy.

The Company respects the rights of all employees to use media of self-expression. However, the Company also has an interest in protecting its image, goodwill, and reputation in the community. For this reason, the Company expects employees to conduct themselves in a professional manner and exercise good judgment when using social media, social networking sites and/or blogs.

Therefore, Employees are strictly prohibited from the following:

- Listing their Company e-mail address or company-issued phone numbers unless the social media, social networking site or blog is used solely for Company business and has been authorized by **Human Resources or the President of the Company**;
- Using any social media, social networking, blogs or other form of online publishing or discussion activities while on Company time, property or business except if it is being done for company business and with the written permission of the President of the Company;
- Posting any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, or hateful to another person or entity;
- Posting or using a picture or likeness of a manager, supervisor, co-worker, vendor or customer without that individual's express advance permission;
- Engaging in activity that reflects or may reflect negatively on the Company, its affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by the Company's policies and procedures; and

Employees engaging in use of social media, social networking and blogging activities are subject to all of the Company policies and procedures, including but not limited to the Company's policies on (i) protecting the confidentiality of Company information, (ii) safeguarding Company property; (iii) the prohibition against unlawful discrimination and harassment; and (iv) the use of the Company's electronic systems.

Employees are expected to remain respectful of the Company, managers, supervisors and co-workers, the Company's products and services, clients, partners, affiliates, vendors, suppliers, and competitors (and their products and services), and should not post any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing to another person or entity, and should not engage in activity that reflects or may reflect negatively on the Company, its affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by the Company's policies and procedures.

Employees should have no expectation of privacy while using online social media, social networking sites and/or blogs. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed in online media, social networking sites and/or blogs may be accessed by the Company at any time without prior notice. Employees are personally responsible for the commentary they express and the material they post while engaging in online social networking and blogging activities.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

Solicitation - Distribution Policy

Our main job at PP and Innovative Mortgage Alliance is to give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their

undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. E-Mail, facsimile machines, and voice mail may not be used to advertise or solicit employees. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Theft

Our society has laws against theft and so do we. To protect you, your co-workers and the Company, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on the Company's property. If you must remove Company property from the premises, you must obtain written permission in advance from your supervisor.

Timekeeping Procedures

Unless otherwise notified, each employee is required to record his or her hours of work for the Company either through the use of a time card or through a hand written record. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. You will be informed your first day on the job whether you are required to keep your time by a time clock, a time sheet or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your time card or time record must be initialed by you and your on-site supervisor. Under no circumstances may any employee punch or record another employee's time card.

Unauthorized Interviews

As a means of protecting yourself and the Company, no unauthorized interviews are permitted to be conducted by individuals representing themselves as attorneys, peace officers, investigators, reporters, or someone who wants to "ask a few questions." If you are asked questions about the Company or its current or former employees, you are to refer that individual(s) to your on-site supervisor or the PP Human Resources Department. A decision will then be made as to whether that individual may conduct any interview and they will be introduced to you by your on-site supervisor or the PP Human Resources Department with a reason for the questioning. Similarly, if you are aware that an unauthorized interview is occurring at the Company, immediately notify your on-site supervisor or the PP Human Resources Department.

Workplace Violence Policy

PP and Innovative Mortgage Alliance are committed to preventing workplace violence and to maintaining a safe work environment. In response to the general concern for violence in society, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. You are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

We encourage you to bring any disputes or differences with other employees to the attention of your supervisor or the PP Human Resources Specialist at 866-406-8968 before the situation escalates into potential violence. PP and Innovative Mortgage Alliance will assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

This will acknowledge that I have received my copy of the Employee Handbook and that I will familiarize myself with its contents.

I understand that this handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time by either PP or Innovative Mortgage Alliance. PP and Innovative Mortgage Alliance retain the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of “at-will employment” and Arbitration Agreement, which may not be changed, altered, revised or modified without a written agreement signed by both myself, PP and an authorized representative of Innovative Mortgage Alliance.

I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation are at-will, and may be changed or terminated at the will of PP and/or Innovative Mortgage Alliance. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that PP and Innovative Mortgage Alliance have a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between PP, Innovative Mortgage Alliance and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with PP and Innovative Mortgage Alliance.

I further agree and acknowledge that PP, Innovative Mortgage Alliance and I will utilize binding arbitration to resolve all disputes that may arise out of the context of my employment. PP, Innovative Mortgage Alliance and I agree that any claim, dispute, and/or controversy that either I may have against PP (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) and/or Innovative Mortgage Alliance (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or which PP and/or Innovative Mortgage Alliance may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with PP and/or Innovative Mortgage Alliance shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the procedures of the Utah Uniform Arbitration Act (Utah Code Ann. § 78-31a-101, et. seq. including § 78-31a-118, and all of the Act’s other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Utah Antidiscrimination Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the Utah Workers’ Compensation Act, Utah Department of Welfare Services, or as otherwise required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the Utah Anti-Discrimination and Labor Division, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). In addition to any other

requirements imposed by law, the arbitrator selected shall be a retired Utah District Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged under state law. As reasonably required to allow full use and benefit of this agreement’s modifications to the Act’s procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator’s written reasoned opinion. I understand and agree to this binding arbitration provision, and I, Innovative Mortgage Alliance, and PP give up our right to trial by jury of any claim the I may have against Innovative Mortgage Alliance and/or PP, or that Innovative Mortgage Alliance and/or PP may have against me.

This is the entire agreement between PP, Innovative Mortgage Alliance and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by myself, PP and [Insert Title] of Innovative Mortgage Alliance. No other supervisor or representative of Innovative Mortgage Alliance, has any authority to enter into any agreement with me for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement.

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]