



PROTEK SECURITY, INC.

**PERSONNEL
POLICY
MANUAL**

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INTRODUCTION

Welcome to Protek Security, Inc. You have joined a progressive and growing company. You will find your work challenging and interesting.

This manual sets forth the guidelines and policy requirements for Protek Security, Inc. and pertains to all Employees of this Company, regardless of position or job description. It is designed to give you a clear picture of what is expected of you. The policies contained in this revised document supersede all prior policies or revised policies as provided by the Company. The manual will be reviewed and updated by Protek Security, Inc. when appropriate.

The material and instructions contained in this manual have been carefully reviewed for accuracy and presumed to be correct and reliable. However, Protek Security, Inc. assumes no responsibility for inaccuracies and reserves the right to modify and revise this manual without notice. Protek Security, Inc. Provides this manual “as is” without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of use or fitness for any purpose.

Protek Security, Inc. Personnel Policy manual is copyrighted by Protek Security, Inc. and is proprietary in nature. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form by any means, electronic, photocopying, recording, or otherwise without the prior written permission of Protek Security, Inc.

To achieve the desired level of performance and to meet any and all applicable requirements of federal and State of Washington codes, each manager shall assure that all operations which he/she is responsible for are carried out in accordance with the criteria in this manual.

This manual is not intended to replace common sense or to be used as a job description; but it is designed to assist all personnel to better understand their responsibilities to the Company and other Employees and the customers this Company serves.

If you have any questions either about the information in this document or about your employment here, please talk to your manager or a Company Officer for clarification.

Any suggestions regarding improvement of corporate policies are always welcome.

We look forward to our working relationship with all of you for many pleasant years to come.

Sincerely,
Protek Security, Inc. Management

General Policies

1. GENERAL RESPONSIBILITIES

1.1. Each Employee of this company is responsible for knowledge of and compliance with all provisions and referenced policies, guidelines and directives contained or referred to in this manual.

1.2. Protek Security, Inc. is fully committed to the success of this Company and every Employee and to the belief that each of us must be willing to work hard at our jobs and assume responsibility for our own actions.

2. Employee Classifications

2.1. Probationary: All personnel during the first 90 days of employment are considered "probationary". Continued employment is dependent upon the successful completion and review of the probationary period. Employees are not eligible for holiday pay for any holidays that fall within the Employee's first 90 days of employment. This probationary period may be extended on a 'per case' basis at the discretion of the company. The probationary period is an intrinsic part and extension of the Employee selection process during which the Employee will be considered to be in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the Employee's effective adjustment to work tasks, conduct, observance of rules, attendance, and job responsibilities, and to provide for the release of any probationary Employee whose performance does not meet required standards of job progress or adaptation.

2.2. Temporary: Personnel employed in a "temporarily" authorized position. A temporary Employee is not eligible for paid benefits.

2.3. Full-time: Personnel employed in an authorized "full-time" position, (40 hours per week) after completion of the probationary period. Term of employment is computed from the date of hire for purposes of eligibility for Employee benefits.

2.4. Part-time: Personnel whose regular work week is less than 40 hours will be considered "part-time" Employees. Part-time Employees are not eligible for ALL benefits. Part-time Employees working 30 hours or more per week are eligible for: medical/dental insurance coverage if qualified under the company medical/dental plan; paid holidays as described for part-time Employees in this manual; and for those working 32 hours or more per week may qualify for limited paid annual leave as described in this manual.

3. EMPLOYMENT AGREEMENT & POLICIES

3.1. Employment Agreement: Each Employee of the Company is required to sign a company employment agreement and other forms as deemed by the Company to be applicable to the employment and job assignment or job classification. If the Employee's job assignment is changed, the Employee may be required to sign a new company employment agreement and other forms applicable to the new position.

4. PERSONAL RESPONSIBILITIES

4.1. Courtesy: While on the job, each Employee represents the Company. Be courteous at all times and avoid the use of profanity. Answer phone calls politely and show respect to callers by using "ma'am" and "sir" and "please" and "thank you".

4.2. Business Integrity: The reputation of the Company for its honesty, fairness, professionalism, quality, and business integrity is vital to its success and therefore of paramount concern and importance. The very nature of our customer relationship, and the gravity and confidentiality of the services and information we provide in the course of doing business places a special responsibility on each Employee. The manner in which Employees conduct business directly impacts the Company, its owners, Mr. and Mrs. Helstrom, other Employees of the Company, their families, and the community.

4.3. Character: In meeting these responsibilities the Company expects its management, supervisors, and general staff to avoid activities and conduct that may be contrary to acting in the Company's best interest. It is incumbent on all Employees to conduct their business and personal activities in a manner that does not adversely reflect upon the reputation of the Company. Compliance can be achieved only when business conduct conforms to the highest standard of ethical and lawful behavior.

4.4. Improper Compensation and Payments: In the conduct of the Company business, no pay off's, kickbacks, or similar improper payments or favors or other considerations are to be taken from or given or offered to any customer, individual or organization. Political contributions are never made in a manner designed to circumvent the law.

4.5. Positive Business Competition: In all of its business activities, the Company engages in a vigorous but fair and ethical competition, stressing the merits, advantages and strengths of our services and products. The Company does not undertake to make nor condone any Employee to make any disparaging statements about competitors or their products and services, or to engage in unfair actions to intentionally damage competitors. Employees who have questions about the application of this policy, or who are uncertain in a particular circumstance, should seek the counsel and guidance of company management personnel before proceeding.

4.6. Obligation: An obligation rests on every Employee to render honest, efficient, and courteous performance of duties. Employees will therefore be responsible and held accountable for adhering to all company policies, rules, directives, and procedures prescribed by the Company through the Employment Agreement, this manual and supervisory or management personnel.

4.7. Report "Improper Practice": Each Employee has the duty to report, verbally or in writing, promptly and confidentially, any evidence of any improper practice of which they become aware. As used herein the term "improper practice" means any illegal,

fraudulent, dishonest, negligent, or otherwise unethical action arising in connection with the Company's business, operations or activities. Reports of improper practice should be submitted through the line of administrative supervision except when the alleged impropriety appears to involve a supervisory or management Employee. In such cases, reports should be referred to the next higher level management Employee, who will advise the President of the situation if appropriate.

5. OFF-DUTY CONDUCT

5.1. Why Important?: Generally, the Company regards the off-duty activities of Employees to be their own personal matter rather than that of the company. However, certain types of off-duty activities by Employees represent the potential of a material business concern to the Company, and for that reason the following conditions and guidance are provided.

5.2. Illegal/Poor Conduct: Employees who engage in, or are associated with illegal, immoral, or conduct, which adversely affects the Company or its reputation or relationship with customers, or the Employee's own ability to effectively carry out their employment responsibilities, may be subject to disciplinary action including termination.

5.3. Off-Duty Employment: Employees may engage in off-duty employment, provided that: Written approval is granted in advance by the Company; and the employment does not compete with or conflict with the Employee's work schedules, duties, and responsibilities at the Company. The off-duty employment of necessity must not create a conflict of interest or be incompatible with Company employment. The off-duty employment must not create any detrimental effect upon the Employee's work performance with the Company. The off-duty employment must not involve business during hours of employment with Company.

6. PERSONAL APPEARANCE AND DRESS CODE

6.1. General Guidelines: The success of our business is determined in part by the establishing and maintaining a proper business atmosphere and work environment, which are determined largely by the image Employees project as well as their business conduct. Therefore all Employees are expected to present a professional, neat, clean and well-groomed appearance. Office staff are to wear appropriate attire for the type of work they are assigned, unless otherwise directed to do so by supervisory or management personnel to accomplish tasks requiring such attire. Any attire displaying advertising for another company or wording other than clothing labeling is not to be worn. Management personnel are expected to dress appropriate to professional management practices. All Employees are to present a conservative, professional appearance. No gaudy or large jewelry is to be worn. Dresses or skirts should cover the knee. Any Employee who comes to work in attire that does not, in the Companies opinion, meet the spirit of this dress code may be required by supervisory or management personnel to return home and change before coming to work. Any time taken by the Employee to go home and change will not be considered work time and will not be paid for. Beards and mustaches are to be

kept trim, short and neat. Hair should be conservative in style and kept at a moderate length.

6.2. Uniforms/Company Clothing: Uniforms or company clothing supplied by the Company will be kept neat, clean, and properly maintained at the Employee's expense. Uniform apparel will be worn while on duty as directed by supervisory or management personnel. Such uniform apparel may not be used as personal attire outside the work location unless authorized by management to do so. Uniforms whose condition no longer meets the Company standards of appearance should be turned in for replacement. Employees who separate from employment with the Company will be required to return to the Company all supplied uniform apparel in a clean and neat condition.

7. REPORTING FOR WORK

7.1. On Time: Assigned work hours will be determined by supervisory and management personnel to meet the needs of the Company. An occasional late arrival at the work site may not be avoided; however, consistent tardiness impacts other Employees and the company negatively and will result in disciplinary action that may include termination. All Employees are expected to arrive at their assigned work station every work day, on time and ready to work.

7.2. Scheduled Work Times: Employees are expected to report to assigned working locations, ready to start work at the scheduled starting times. Office staff time starts upon checking in on the time clock at the time specified by the supervisory or management personnel and ends upon checking out on the time clock when released to check out. Work time is computed from the scheduled or check-in time, whichever is later, to the scheduled or check-out time, whichever is earlier unless working past the scheduled work time was approved by supervisory or management personnel in which case time would end at check-out.

7.3. Lunch Breaks: All Employees will take their scheduled lunch breaks, which shall be 30 minutes or 1 hour as assigned and/or authorized by the Supervisor or Manager.

8. OVERTIME AND EMERGENCY WORK HOURS

8.1. Overtime Flexibility: As business or specific operational needs of the Company dictate, it may become necessary for Employees to work beyond the normal daily or weekly work schedule. Either an extension of the workday, a return to work after departing after the normal work shift or being called in on another day may be required as the Company dictates. When so required, the Employee shall work. Management and supervisory personnel will be sensitive to personal schedule conflicts or difficulties which may arise for the Employee under such a circumstance when possible, however, the Company's needs are the priority and shall be met. If additional hours worked, causes an hourly paid Employee to work more than 40 hours in a work week (or more than 8 hours in a day in those States that require it), all additional hours worked in that work week (or day where required by State law) will be paid at 1.5 times the Employee's normal base hourly rate.

8.2. Overtime: Overtime is only scheduled at the discretion of the Company through supervisory or management personnel and must be approved in advance by the Company. No Employee is allowed to work unless expressly authorized or required by the Company.

8.3. Emergency Schedules: Should an emergency occur, the nature of which affects business operations, Employees may be required to work unusual or reduced schedules, or they may be laid off indefinitely because of business disruption. For reasons of potential emergency situations, all Employees must keep the Company advised of a current address, phone number, message number, and person to contact in case of a personal emergency.

9. WORK EXCHANGES

9.1. Exchanging Work Schedule: The exchange of workdays is generally discouraged by the Company because of its inherent disruptive effect on record keeping and the continuity of work progress. However, under circumstances where an Employee can demonstrate a legitimate reason for temporarily exchanging a work schedule with another agreeable Employee, and where affected supervisory personnel approve of the change, and where the change does not adversely affect the work progress, and where the management personnel approve the exchange, such work exchanges may be approved on a limited basis. Under no circumstances will work schedule exchanges be authorized if the exchange is likely to result in either Employee's working overtime.

9.2. Exchange Procedure: Employees wishing to have a work schedule exchange considered by supervisory and management personnel should submit a written request stating the dates and times of the exchange, the exchange Employees involved, and the reason(s) for the exchange, and the date and signature of both Employees. Unless due to an immediate emergency, such written request must be submitted not less than 5 working days prior to the requested exchange.

10. ATTENDANCE

10.1. Absence From Work: Consistent attendance and punctuality are considered imperative in the Company's business operations, and therefore an integral part of each Employee's performance standards. Poor, uncertain, or irregular attendance produces disruptive results for the Company's operations, lowers overall productivity and continuity of work, and often is burdensome to other Employees.

10.2. Unauthorized Absences: Absences from work (other than for paid Holidays or paid annual leave) are unpaid, salaried employees exempt under the Fair Labor and Standards Act (FLSA). In the event of illness the Employee is responsible for talking personally with the manager or designee if they cannot report to work. Prolonged absences (over 3 days) may require a doctor's statement at the discretion of management.

10.3. Three Days Unauthorized Absence: An Employee who is absent from their work location or schedule without notice to and approval from supervisory/management personnel for three or more days shall be considered absent without authorized leave. In such cases, the Company shall regard the job as abandoned and the Employee

automatically terminated. The Company reserves the right to reinstate the Employee at the Company's discretion if in the opinion of the Company the Employee can provide the Company with acceptable and verifiable evidence of extenuating circumstances that in the opinion of the Company merits such a consideration.

10.4. Less Than Three Days Unauthorized Absence: Employees who are absent without notice and authorization for less than three days, and who subsequently report to work, shall provide a detailed written reason for such absence and, regardless of stated reasons, may be subject to disciplinary action including termination.

10.5. Length Of Absence Unknown: If circumstances render the absence duration uncertain or unknown, the absent Employee will be required to call supervisor/manager daily to report the status of absence.

10.6. Excessive Absences: Excessive absenteeism, regardless of reason(s), which renders an Employee insufficiently available for work will be evaluated on a case-by-case basis to determine the merits of retention/discipline or termination.

10.7. Personal Visitors: Due to the nature of Company business, access and visitation of Company facilities shall be restricted as described in this Company guideline. No Employee shall give access to any person where such access poses a security risk.

Friends, relatives, or other unauthorized persons will not be permitted to visit an Employee during working hours or at work locations without the express permission of supervisory personnel. If it is necessary for a family member to visit an Employee on site, the family member will not be allowed past the lobby without the express approval of a Manager or an Officer of the Company.

Visits for the purpose of touring the Company's facilities, the Employee's work location, or other reasons not specified must be approved and scheduled in advance by the manager or an officer of the Company. All visitors must have a Visitor's Badge and have signed in on the Visitor's Log.

10.8. Work Place Accessibility: Employees are only authorized to access the Company buildings during their assigned work times. Any other access must be approved by a Manager or Officer. Violation of access policies will be considered a grave breach of security. No Employee is authorized to give access to any other person outside of Employees who are on site while on their assigned shifts and in their assigned work areas. All other access must be expressly approved in advance by a Manager or Officer of the Company.

10.9. Monthly Training & Safety Meeting: A monthly Employee Training & Safety Meeting shall be held each month if so directed by the Company. Attendance at the monthly Employee training & safety meeting is mandatory. If the Company so directs, several meeting times may be made, so an Employee can be present at one of them based on assigned attendance by the Manager. The monthly meeting hours will be added to Employee's regular work hours and paid accordingly. Attendance is mandatory and failure to attend and arrive punctually at the time the meeting is to start will be considered as Employee misconduct and disciplinary action will result accordingly.

11. TELEPHONE USE

11.1. Help Control Phone Costs: Use and abuse of company telephones is a matter of constant concern. Phone costs are one of our major expenses and **MUST** be controlled and limited.

11.2. One-Minute Phone Calls: Business calls must be kept to one minute if at all possible.

11.3. Business Only: Our phones are reserved strictly for company business. If you must make a personal call, it will be made during your break, unless it is an emergency or unavoidable, and will be kept short. No personal long distance calls shall be made on Company phone lines or charged to Company phone numbers unless authorized to do so by an officer of the Company.

11.4. Toll Free Number For Customers Only: No company toll free “800” or other toll free number shall be given out by Employees to relatives, friends or any other person for uses other than strictly business related use by customers or approved Employees.

11.5. Phone Abuse: Any abuse or misuse of Company phones or phone lines is a basis for discipline, suspension or termination of employment.

12. LOCKERS

12.1 Locker Guidelines: Employees who are assigned lockers are required to supply their own combination locks, and must register the combination numbers and sequence with their supervisor. Lockers must be kept in good working order and undamaged by the Employee's use. Spoilable food and beverages may be stored in the Employee's locker only for the duration of the work shift in which it is brought to the work place. Lockers are not to be used for the storage of such items as hazardous materials, alcoholic beverages, illegal drugs or substances, contraband, or any other items not specifically authorized by the Employee's supervisor.

12.2. Locker Abuse: Employees who enter or attempt to enter another Employee's locker without authorization, or who abuse locker privileges, may be subject to disciplinary action including termination.

12.3. Responsibility: All personal property of the Employee brought on the Company premises by Employee is the complete responsibility of Employee. The Company is not responsible and will not pay for any lost, damaged, stolen or otherwise impacted personal items of the Employee.

13. PARKING

13.1 Park In Designated Area: The Company provides a designated parking area for the convenience and efficiency of Employees, and to better enable Employees to report to work on time.

13.2 Parking Decal: A Company parking decal should be affixed to your vehicle so that it is identifiable as authorized to park in our parking lot to avoid towing. These decals are available from the Manager.

14. PERSONAL BUSINESS

14.1 Personal Business & Items: No personal business, shall be conducted by any Employee from the Company facilities. No personal items other than purses and desk items shall be allowed at the work place. No personal reading, studying, computer games, etc. will be allowed in the work environment. These are OK during lunch breaks only and must be kept out of the working area and must not interfere with the other Employees or business. No radios, tape players or CD players, etc. are allowed into the work area.

15. SMOKING

15.1 Operational Considerations: The Company does not wish to deny one group of Employees their privileges over other Employees. In the work-place, however, the Company claims a greater right, and that is to establish such controls and safeguards as deemed in the best interests of the Company. The Company's interest in this matter is governed by three operational considerations:

1. Fire insurance premiums and cost related to fire damage including the potential for layoffs and business disruption.
2. Impact of smoke on electronic equipment and computers.
3. The health and safety of Employees including health-related absences.
4. Respect for the privileges of other Employees who are non-smokers.
5. The comfort and convenience of others visiting the Company.

15.2 No Smoking In Building: Therefore smoking is not permitted in any of the Company offices or work places. All smoking must be done outside the buildings in designated areas.

16. ALCOHOLIC BEVERAGES/DRUGS

16.1 Reporting To Work Under The Influence: Reporting to work under the influence of alcohol or drugs or the use of alcohol or illegal drugs on Company premises, or possessing alcohol or illegal drugs on Company premises, shall be grounds for termination.

16.2 Drug Testing: The Company will conduct random drug/alcohol sampling tests of all Employees within a tested class. Any Employee may be asked to provide a urine sample at any time during the term of employment. Employee within a tested class expressly and voluntarily consents to giving a urine sample upon request. Employee further understands and agrees that if the sample tests positive for the presence of drugs or alcohol in confirmation laboratory test, Employee will be terminated from employment immediately. Employee further agrees that if he/she refuses to provide a sample upon request that will also be a basis for immediate termination of employment. Current tested classes of Employees include, but are not limited to, installation and services field technicians.

17. COMPANY RIGHTS

To ensure that the Company reserves to itself, solely and exclusively, those functions necessary for the efficient and effective operation of the Company, the following

employer rights are listed for illustrative purpose and are not intended to be limited by the existence of any other right:

17.1 To manage the Company and to determine and make policies in the best interests of the Company.

17.2 To determine the existence of facts on which management decisions are based.

17.3 To determine the necessity for, and organization of, any service or activity conducted by the Company, and to expand or diminish services.

17.4 To determine the nature, manner, means technology, and extent of services to be provided.

17.5 To determine the Company budget, number and classification of Employees, and methods of financing.

17.6 To determine types of equipment or technology to be used.

17.7 To determine and change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the Company operations are to be conducted.

17.8 To determine and change the number of locations, relocation's, and types of operations, processes, and materials to be used in carrying out all Company functions, including, but not limited to, the right to contract for or subcontract any work or operation of the Company.

17.9 To direct, assign work to, and schedule Employees in accordance with requirements as determined by the Company, and to establish and change work schedules and assignments.

17.10 To lay off Employees from duties because of lack of work or funds, or terminate where continued work would be ineffective or nonproductive.

17.11 To terminate, suspend without pay, demote, reprimand, withhold salary increases, or otherwise discipline Employees.

17.12 To determine minimum qualifications, skills, abilities, knowledge, selection, training, and promotion of Employees.

17.13 To hire, transfer, promote, and demote Employees AT WILL.

17.14 To establish Employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17.15 To maintain order and efficiency in Company facilities and operations.

17.16 To establish, publish, and modify rules and regulations to maintain order, safety, and health in the Company.

17.17 To take any and all necessary action required to carry out the mission of the Company in emergencies.

18. DISCIPLINE POLICY

18.1. Standards Of Conduct: The intent of this policy is to openly communicate to all Employees the Company's standards of conduct. The Company believes that such policies and procedures are necessary for the orderly operation of our business, and for the protection and fair treatment of all Employees. Employees are therefore urged to use reasonable judgment at all times, and to seek supervisory advice in any doubtful situation.

18.2 Resolving Conduct And Performance Problems: As a matter of policy, the Company seeks to resolve conduct and performance problems in the most informal and positive manner possible, such as through corrective communication, additional training or supervision, verbal cautions, and the like. However, under those circumstances when disciplinary action, including termination, becomes a necessary means of modifying undesirable situations, the Company has established the conditions and procedures that follow.

18.3 Fair Discipline: To insure the equitable processing of disciplinary actions, the Personnel Officer will be responsible for the proper handling of such matters, including the assurance that Employee rights are protected, and that appropriate action is taken when circumstances warrant. Supervisory personnel should therefore consult with the Personnel Officer prior to the implementation of discipline.

18.4 Unacceptable Conduct: The Company finds certain conduct unacceptable and not conducive to a positive work environment or the success of the Company. The following list identifies specifically some examples of conduct that are considered undesirable. This list is not intended to be a complete list, but illustrates some examples of conduct the Company finds unacceptable.

18.4.1. Improper or unauthorized use or abuse of paid leave.

18.4.2. Excessive absenteeism, regardless of reason, the effect of which disrupts or diminishes operational effectiveness.

18.4.3. Being absent without authorized leave, or repeated unauthorized late arrival or early departure from work.

18.4.4. Willful or negligent violation of the personnel policies and procedures or related directives.

18.4.5. Failure to carry out a direct order from a superior, or any other act of insubordination, except where the Employee's safety may reasonably be jeopardized by the order.

18.4.6. Engaging in conflict of interest activity.

18.4.7. Conduct that discredits the Employee or the Company, or willful misrepresentation of the Company.

18.4.8. Conviction of a crime, including convictions based on a plea of *no contest* or of a misdemeanor involving a crime of moral turpitude, the nature of which adversely affects the Company or potentially could impact the Company and its business in the Company's judgment, and the Employee's continued assignment of work.

18.4.9. Knowingly falsifying, removing, or destroying information related to employment, payroll, or work-related records or reports.

18.4.10. Soliciting outside work for personal gain during business hours; engaging in off-duty employment for any business under contract with the Company or in any competing business; participating in any off-duty employment that adversely affects the Employee's performance of work for the Company; and engaging in unauthorized off-duty employment.

18.4.11. Discourteous treatment of the public or other Employees, including harassing, coercing, threatening, or intimidating others.

18.4.12. Conduct that interferes with the management of the Company operations.

18.4.13. Violation or neglect of safety rules, or contributing to hazardous conditions.

18.4.14. Unauthorized removal or use of any Company property, or that of its clients, customers, agents, etc.

18.4.15. Any act or conduct that is discriminatory in nature toward another person's race, religion, color, national origin, sex (including sexual harassment), marital status, handicap or age.

18.4.16. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner.

18.4.17. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.

18.4.18. Refusal to accept assignments from an authorized supervisor.

18.4.19. Possession of liquor, narcotics, drugs, switchblades, large knives, or firearms on Company premises.

18.4.20. Intoxication or incapacity on duty due to the use of alcohol or drugs.

18.4.21. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving.

18.4.22. Careless, negligent, or improper use of Company property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.

18.4.23. Unauthorized release of confidential information or business records.

18.4.24. Failure to abide by standards and policies set forth in this document or any other Company document directing the activity of Employees including but not limited to the Employment Agreement.

18.4.25. Destruction, damage, wastage, or unauthorized removal from Company premises of property that does not belong to the Employee.

18.4.26. Inability, negligence, or unwillingness to perform assigned work.

18.4.27. Sleeping while on duty.

18.4.28. Making malicious or false statements that are intended or could reasonably be expected to damage the integrity or reputation of this Company or our Employees, on or off premises.

18.4.29. Disorderly conduct, including fighting or use of obscenities on the Company premises or on the premises of customer or to a customer.

18.4.30. Operating or using Company machines, computers, tools or equipment to which the Employee has not been specifically assigned or authorized to use. No personal use of any Company equipment is allowed without the express authorization of a Company Officer. No outside disks or data media will be brought in and introduced to any computer without the express authorization of an Officer, and a thorough "virus" check of the outside media.

18.4.31. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the Company premises without the permission of an Officer of the Company.

18.4.32. Unauthorized punching or signing of another Employee's time card or recording the time of another Employee.

18.4.33. Failure to observe safety practices, rules, regulations and instructions.

18.4.34. Failure to promptly report to your immediate supervisors an on-the job injury or accident involving an Employee, equipment, property or visitor.

18.4.35. Negligence that results in injury to others.

18.4.36. Smoking inside any of our buildings or inside a customer's residence or business or inside any of the Company's vehicles or in any unauthorized area or creating of fire hazards in any area is expressly prohibited.

18.4.37. Failure to wear required safety clothing and equipment.

19. SAFETY

19.1. Safe Working Habits: Safety cannot be overemphasized. Safe working habits are reinforced through the proper use of tools, proper lifting methods, and wearing clothes suited to the job tasks.

19.2. Safety Goggles: Safety goggles will be worn whenever drilling, sanding, using power tools, or whenever conditions warrant.

19.3. Safe Driving Habits: Safe driving habits are essential to accident-free job performance. LOOK before backing, turning, or changing lanes. Stay within the posted speed limit and reduce speeds during bad weather or when traveling on poor road surfaces.

19.4. Alcohol/Drugs: Never consume alcohol or drugs and work or drive.

20. BENEFITS PROGRAM

20.1. Comprehensive Benefits: A comprehensive benefits program has been developed for full-time Employees of Company. The benefits contribute toward the annual compensation for each Employee and should be considered a part of overall income. The current company benefits are as follows:

20.2. Group Medical/Dental Plan. If so elected, by a qualifying Employee, medical/dental benefits start the first day of the calendar month following the Employee's 30th day of full-time employment. The Employee contributes a portion of the insurance premium each month through payroll deduction. Participation of the Employee in the group medical/dental insurance plan is voluntary. Group medical/dental coverage is also available at a higher rate for dependents at the sole expense of the Employee.

The Company reserves the right to alter or terminate these benefits and the amount of Employee contributions at any time.

20.3. Annual Leave. Employee shall be entitled to annual leave. This leave may be used for sickness or vacation. The time for such vacation must be approved in advance in writing by Company. This leave must be taken within one (1) year after it has accrued. The Employee shall not be entitled to sick pay or vacation pay in lieu of vacation or sick leave and any annual leave time not used shall be deemed waived if not used within one (1) year after it has accrued. Employee will accrue annual leave only at the end of each year worked, no annual leave is accrued for partial years of service, nor will it be prorated for any purpose.

Annual leave days with pay are accrued based upon completed years of service for full-time Employees working 40 hours or more per week, excluding commissioned sales staff. The table below is the schedule of leave accrual:

Years Of Service	Days Annual Leave Accrued
1 Year.....	5 days
2 Years.....	10 days
5 Years.....	15 days

Any annual leave time requested by the Employee will be scheduled based on 1) seniority and 2) date of submission of leave request to the designated supervisor.

Annual leave may also be used by the Employee to offset absences caused by illness, family illness, death in the family, and personal matters.

For any part-time Employee who works a minimum of 32 hours or more per week, the annual leave pay table is as follows:

Years Of Service	Days Annual Leave Accrued
1 Year.....	4 days
2 Years.....	8 days
5 Years.....	12 days

Any part-time Employee who works less than 32 hours per week is not eligible for annual leave benefits.

20.4. Paid Holidays. To be eligible for holiday pay, Employees must be employed to work 32 hours or more per week and have been on the job for 90 days and present at work on the last work day prior to and the first work day after the holiday, unless other arrangements have been approved by the designated supervisor. All unscheduled absences (to include illness) will result in non-paid holidays. Paid holidays are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

20.5. Pay Periods. The payroll schedule is from the 21st to the 20th for hourly Employees and the 1st to the 31st for salaried Employees each pay period. Pay days are the 5th of each month, if the 5th falls on a Saturday or Sunday, the pay day shall be the following Monday. A mid-month draw of not more than 40% of the total wages earned for actual assigned work may be received on the 20th of each month. To sign up for a mid-month draw please contact your manager.

20.6. Jury Duty. The Company will grant an Employee jury leave without pay, while you are on jury duty. If you are notified of the possibility of jury duty, please inform your immediate supervisor.

20.7. Family Medical Leave. An eligible employee is entitled to up to 12 weeks of unpaid Family Medical Leave during a “leave year”. Eligible Part Time employees are also entitled; however, the available leave time is prorated based on the average number of hours worked over the preceding 12 weeks X 12. The leave year for this purpose is a “Rolling” 12-month period measured backward from the date the employee uses FMLA leave; i.e., the available leave time for the current request is the 12 weeks less any FMLA leave taken during the previous 12-month period. Family Medical Leave is to be requested at least 30 days in advance of an anticipated absence by the employee, or a period of absence may be designated by the Company as chargeable against the annual FMLA leave based upon the circumstances necessitating the absence. An absence

requested for medical reasons will require certification by the attending physician and must be provided by the employee within 14 days of notification of the requirement. The Company cannot retroactively designate an absence as FMLA leave, unless learned that the that leave is for an FMLA purpose after the leave has begun and then only that part of the leave that is FMLA-qualifying can be counted towards the 12 weeks of entitlement. The Company will designate all periods of FMLA leave in writing. The employee will be required to use any unpaid leave balance concurrently with the Family Medical Leave period taken.

The Employee's position will be held open for a total of 60 consecutive days or as otherwise required by law if the Employee intends to return to work. Any absence of longer duration may necessitate the position be filled by another individual. Although the Company will do its best to accommodate the Employee's needs, there is no guarantee that the position can be held available beyond the 60 day period.

20.7.1 Eligibility for Family Medical Leave. An employee must have been employed at least 12 months prior to the commencement of the leave and worked at least 1,250 hours during the 12-month period prior to the commencement of the leave. The 12-months of employment not be consecutive.

20.7.2 Types of Family Medical Leave. Family Leave may be taken for the birth of a child, placement of a child for adoption, or formal placement of a child for adoption. The Family Leave must be completed within 12 months of birth, adoption or foster placement. Medical Leave may be taken to care for the employee's spouse, child or parent with a serious health condition; or, the employee is unable to perform any one of the essential functions of their position within the meaning of the Americans with Disabilities Act, due to the serious health condition.

20.7.3 More FMLA Detail. Any employee that desires more detail on the Family Medical Leave Act may request a copy of the Federal DOL Employment Standards Administration Wage and Hour Division "Fact Sheet No. 028", THE FAMILY AND MEDICAL LEAVE ACT OF 1993 from their supervisor.

20.8. Break Periods: Employees will be entitled to a 10 minute break for every four hours of required work. Breaks should be coordinated with your designated supervisor.

21. PERSONNEL POLICIES:

21.1. Performance Evaluations: Performance evaluations may be conducted annually by the designated supervisor. All performance evaluations are subject to review and approval by an Officer of the Company.

The Company maintains a policy of evaluating the job performance of its Employees as a means of insuring efficiency and effectiveness of our operations, providing Employees with meaningful information about their work, and aiding the Company in making personnel decisions related to such areas as training, compensation, promotion, job assignments, retention, and long-range planning of our operations. Evaluation of Employees is intended to be participatory in nature, involving the Employee's input as much as that of the designated supervisor/manager, thereby helping Employees contributes to the continued improvement and success of the Company.

During the initial year of employment, Employees may be evaluated at least twice: once following the 90 day probationary period, and at the conclusion of their first year. Thereafter, evaluations may be conducted annually, or as frequently as deemed appropriate by supervisory personnel.

Among the factors evaluated during formal performance reviews are the Employee's quality and quantity of work, work habits, interpersonal relations, and adaptability to job conditions. Each Employee is to be given an opportunity to meet with the evaluating supervisor to openly and candidly discuss the evaluation before it is finalized, whereupon the Employee will be given a copy of the completed form, and the original will be added to the Employee's personal file.

Where an Employee has received deficiency ratings in any category or aspect of work, the evaluating supervisor may recommend specific corrective action.

21.2. Promotional Evaluations: Employees promoted to higher positions should receive at least one performance evaluation during the course of their promotional probationary period. The evaluation will carefully consider the nature, scope, and detail of the promotional position, and in what manner and circumstance the Employees are adapting to all conditions of the position.

It is the intent of the Company that Employees be successful in all their work-related endeavors. Promotional Employees should receive the support, guidance, encouragement, training, and direction of senior personnel in the most effective way of contributing to the Employee's adaptation to the promotional assignment.

21.3. Return to Former Position: The Company recognizes that the responsibilities and requirements of higher-level positions may not prove suitable to a particular Employee so promoted, or to the Company as determined by the performance results of the promoted Employee. In the event a promotional assignment is found unsuitable by either the Employee or the Company, consideration will be given to allowing the promoted Employee to return to a former or comparable position for which the Employee possess demonstrated skill, knowledge, ability, and interest. If no such return position is available, the promoted Employee may be subject to termination. The Employee, if allowed to return to an available position, would also have the compensation adjusted accordingly to reflect the appropriate compensation for the now occupied position and would not be entitled to retain any increase in compensation that may have accompanied the earlier promotion.

21.4. Resolution Of Disputes:

21.4.1. The Employee must initially discuss a dispute with the immediate supervisor.

21.4.2. An Employee may submit a written request that the dispute be heard by the next higher supervisor.

21.4.3. Decisions and dispute settlements will be made at the lowest possible supervisory level.

21.4.4. Differences of opinion among staff members should be brought to the attention of your immediate supervisor. If the dispute is not resolved at that level, you may request to speak with the Manager and/or President. At this level, the dispute will be resolved. That decision will be final.

21.4.5. If you have a personal problem, such as time off, pay rate, personality clash, discuss this with your immediate supervisor. If you are still not satisfied with the results of that meeting, you may discuss the issue with the Manager and/or an Officer of the Company whose decision will be final.

21.5. Review Of Personnel File: Employees wishing to obtain specific information, or for any other good reason, may, upon reasonable advance notice, inspect their own personnel file at any reasonable time during normal office hours. However, such records may not be reproduced, removed, or altered without the consent of an Officer of the Company. All personnel records are considered confidential and the property of the Company. Personnel records and files will therefore be available or disclosed only to those persons who are authorized by the Company under legal rights to review or obtain applicable parts of such records.

21.6 Termination of Employment.

21.6.1. Involuntary: All Employees of the Company are employed on an AT-WILL basis, and the employment of any individual is subject to termination at any time, and for any reason (with or without cause) within the sole discretion, of the Company. In the case of disciplinary action, unless deemed by the Company to be a gross violation requiring immediate dismissal, Employees are given at least one counseling session/warning prior to termination. This session, as well as the termination conversation will be documented for the personnel files. The amount of notice, if any, will be decided by the Company based on the nature of the action and in accord with any existing employment contract. Any Employee terminated by the Company, with or without cause, will be provided with his/her final paycheck on the final day of work, if possible.

21.6.2. Voluntary: When an Employee voluntarily terminates employment, the Company expects fourteen days prior notice or more, depending on the Employee's level of responsibility. The Employee's intent to terminate will be documented for the personnel files. The Employee's final paycheck will be ready on the first regular payday following his/her last day of work.

21.6.3. Other: An Employee's final paycheck should include regular pay due through the last day of work performed. Prior to an Employee's departure from the Company, their supervisor/manager will meet with them to obtain any Company articles in the Employee's possession. Additionally, the supervisor/manager should if possible conduct an "exit interview" to gain feedback, perspective and insight.

The Company does not give verbal personnel references to prospective employers. Also, under no circumstances should an Employee of the Company release similar information. All inquiries from outside parties should be referred to the Manager or an Officer of the Company.

All Employee information such as name, address, phone number, etc. is purely of a confidential nature and is not to be given out without the express authorization of that Employee. The only exception is when a Manager or Supervisor needs the information to make contact with that Employee.

22. AFFIRMATIVE ACTION PLAN:

22.1. Policy: a) Protek Security, Inc. is an Equal Opportunity Employer and will take affirmative action to ensure that applicants and Employees are treated equally without regard to race, creed, color, sex, marital status, national origin, or handicap. All promotions, pay actions, and other Employee benefits are commensurate with skills, qualifications, and job performance.

b) All federal, state and city Equal Opportunity Ordinances shall be complied with throughout the corporation.

22.2. Responsibility: a) all supervisors at all levels, throughout the corporation are charged with the responsibility of carrying out this Affirmative Action Plan.

b) All Employees are charged with the responsibility of adhering to the spirit and intent of equal opportunity and affirmation action.

22.3. Reporting: Any Employee or job applicant who feels that he or she has been subjected to discrimination by Employees, officer, or agent of the Company are requested to report the incident or complaint directly to the President who will investigate and attempt to resolve the matter.

23. SEXUAL HARASSMENT:

23.1. Explanation: Title VII of the Civil Rights Act of 1964 provides that it shall be an unlawful discriminatory practice for any employer, because of the sex of any person, to terminate, refuse to hire, or otherwise discriminate against that person with respect to any matter directly or indirectly related to employment. Harassment of an Employee on the basis of sex violates this federal law.

23.2. Guidelines: To help clarify unlawful sexual harassment, the Federal Equal Employment Opportunity Commission has recently issued Guidelines on the subject. Those Guidelines state that unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature will constitute unlawful sexual harassment when:

23.2.1. Submission to sexual conduct is an explicit or implied term or condition of an individual's employment;

23.2.2. The submission to or rejection of sexual conduct by an individual is the basis for any employment decision affecting that individual; or

23.2.3. Sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature have the purpose or effect of unreasonably interfering with an individual's work performance or create an intimidating, hostile, or offensive working environment.

THE Company STRONGLY DISAPPROVES OF ANY FORM OF SEXUAL HARASSMENT AT THE WORKPLACE, INCLUDING ACTS OF NON-EMPLOYEES. DISCIPLINARY ACTION WILL BE TAKEN PROMPTLY AGAINST ANY EMPLOYEE, SUPERVISORY OR OTHERWISE, ENGAGING IN UNLAWFUL SEXUAL HARASSMENT.

23.3. Complaint Procedure:

23.3.1. Any Employee who feels that he or she has been the victim of sexual harassment shall contact their manager within 15 days of the incident. This report can be verbal or written, but a written and signed statement of the complaint must be submitted

by the complaining Employee within 3 days of the initial report before an investigation can proceed.

23.3.2. Upon receipt of the written complaint, the manager will contact the person who allegedly initiated the sexual harassment, and inform that person of the basis of the complaint and the opportunity to respond with 7 days to the complaint in writing.

23.3.3. Upon receipt of the written response, the Manager, after conducting a thorough investigation and review of the facts of the investigation, including possible interviews with all parties involved, will determine whether sexual harassment has occurred. Both parties will be notified of the Manager's findings.

23.3.4. If it is determined that sexual harassment has occurred, appropriate disciplinary action up to and including termination will be taken. The severity of the discipline will be determined by the severity and frequency of the offense, or other conditions surrounding the incident, and the final decision shall rest with the Company.

23.3.5. An Employee's failure to report the occurrence of sexual harassment within 15 days may be deemed a waiver of any Company action. Failure to file a written complaint within 3 days of the verbal report will be considered a withdrawal of that report. If the person against whom the complaint of sexual harassment is filed fails to respond to the complaint within 7 days of notification, the complaint will be taken as true.

24. Nondisclosure and Noninterference:

24.1 For purpose of paragraph 24 the term "Company" includes Protek Security, Inc. Employee acknowledges that he or she has access to Confidential Information, as defined in subparagraphs 9.2, in connection with his or her employment at Protek Security, Inc. The methods and systems used by the Company in providing fire and burglar alarm systems and 24 hour monitoring services, and the business connections, clientele and customers of the Company have been established and maintained by the Company at a great expense to the Company.

By virtue of this employment, the Employee will become familiar with and possess the knowledge of the methods and systems and of the names and lists of the customers and clientele of the Company. The Employee, through his representation of the Company, will become personally acquainted with the customers and trade of the Company.

The Company will sustain great loss and damage if, during the term of this Agreement, or at any time following his termination for any reason whatsoever, the Employee should, for himself, or on behalf of any other person, persons, company, partnership or corporation call upon the trade customers, or clientele of the Company for the purpose of soliciting or providing any fire or burglar alarm services or 24 hour monitoring services in the territory as set forth in particular herein, or divulge to third parties customer lists and/or the methods and systems employed by the Company in providing fire and burglar alarm systems and 24 hour monitoring services to its' customers.

Further, it is recognized that the employees of the Company are selected and trained at a substantial expense to the Company and that the continuation of their employment is of great value to the Company. Continued work for the Company brings an Employee into

close contact with other employees. Any attempt on the part of the Employee to induce others to leave the employ of the Company, or any effort by the Employee to interfere with the Company's relationship with other employees would cause great loss and damage to the Company.

24.2 The term "confidential information" means any trade secrets, proprietary or other information of the Company including without limitation, all of the following information relating to the Company's customers, which is hereby designated as confidential: any customer lists; any lists, notes, or compilations which contain the names, addresses, telephone numbers, or any contract information for or relating to the customers of the Company; and any copies of contracts, agreements, and related documents between the Company and the customers.

24.3 The Employee hereby expressly covenants and agrees, which covenants and agreements are of the essence of this contract, that he will not, directly or indirectly, for himself or on behalf of, or in conjunction with, any other person, persons, company, partnership, or corporation during the term of this Agreement. The provisions of this Agreement shall survive expiration or termination of this Agreement indefinitely (even if termination is due to a default or breach by company):

24.3.1 call upon any customer or customers of the Company, solicited or contacted by the Employee or whose account was serviced by the Employee, pursuant to his employment hereunder, for the purpose of soliciting or selling such fire or burglar alarm services or 24 hour monitoring services within the company's area of business;

24.3.2 divert, solicit or take away any such customer or customers of the Company for the purpose of selling such fire or burglar alarm services and 24 hour monitoring services within the company's area of business;

24.3.3 divulge to any person, persons, company, partnership, or corporation customer lists, financial and marketing information, technical and non-technical information, including confidential copyright and trade secret information, methods, processing and ideas or the methods and systems used by the Company in providing fire and burglar alarm systems and 24 hour monitoring services to its' customers;

24.3.4 hire, induce or attempt to induce, directly, or indirectly, any employee to quit the Company's employ; nor will he otherwise in any manner interfere with or disrupt the Company's relationship with other employees; provided, that the obligations set forth in this paragraph are not intended to restrict the rights or remedies which would be available to the Company in the absence of this provision;

24.4 The Employee further agrees that these restrictions are reasonably necessary for the protection of the business and goodwill of the Company. Accordingly, it is agreed by the Employee, that any violation by him of the covenants set forth in said Paragraph 24 would cause irreparable damage to the Company. It is further agreed that this irreparable harm and significant injury to business may be difficult to ascertain. Accordingly, employee agrees Protek Security, Inc. shall have the right to seek an immediate injunction enjoining any breach of this Agreement and shall be entitled to injunctive relief against the Employee and any other person, persons, company, partnership, or corporation by any court of competent jurisdiction having authority to grant such relief. Company shall also

be entitled to recover any and all damages, attorney's fees and costs suffered by the Company as a result of Employee's breach of this Agreement.

25. COMPLIANCE WITH THIS MANUAL:

25.1. Responsible For Knowledge: Each Employee is responsible for knowledge of and compliance with all provisions contained herein. The Company is fully committed to the success of every Employee and the belief that each Employee must be willing to assume responsibility for his/her own actions.

25.2. Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and any and all actions arising out of or relating to this Agreement shall be brought in the State of Washington in Thurston County.

25.3. Modification: This document may not be modified or terminated except by written agreement signed by both parties. No course of conduct, action or inaction on Company's part shall be deemed to be a waiver of any of its rights under this Agreement.

25.4. Enforceability: If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.