



www.theartofstaffing.com

TAOS Staffing

EMPLOYEE HANDBOOK

TAOS Service Limit & Acknowledgement of Employee Handbook and Partnership

How long will I be able to work for TAOS?

TAOS assists companies acquiring talent and job seekers securing “sensible” employment opportunities – the key word here is “*sensible*”. Our mission is to provide world class partnership opportunities for applicants, companies, and for our firm making this connection. And because you do not want to work temporary for the rest of your life, our objective is to help you find full time work or part time assistance for shorter periods of time. Quite simply, if you are looking for full time work we hope one of our assignments leads to an offer of employment and an exciting gig in your career. When this happens we have done our job and your job is to keep it until it no longer makes sense. You might say we’re a match maker of sorts.

TAOS – Life time partner in your success!

Your employment and your customer assignments are not guaranteed for any definite time, though we may tell you estimated lengths of customer assignments. The length of each assignment is determined mainly by the customer. You will be paid only for the time that you work on assignment to our customers.

Assignments may be terminated by you or by us at any time without notice and without cause, though your eligibility for additional assignments may depend on you giving us advance notice and an adequate and acceptable explanation for voluntarily ending an assignment. When a customer ends an assignment, you will notify us right away if you continue to be available for further assignments.

Your work time and tenure is intentionally subject to a maximum of 1550 hours during your first year of employment and for each calendar year. If you reach the maximum while on assignment, your assignment will be ended and you will not be reassigned to any customer during the remainder of the year. After the year ends, you are welcome to return for additional assignments and this pattern can go on year after year if this part-time partnership makes sense to you and TAOS.

I have been given multiple documents which I have read, had a chance to ask any questions about, and understand. If I wish to review or receive a copy of any of these documents I am welcome to do so at TAOS’ web site at www.theartofstaffing.com – click on DOCUMENTS on the home page. The documents available online include, but are not limited to: Outline of Correct Lifting Technique, Acknowledgment of Correct Lifting Technique & Training, General Safety Practices, Safe Lifting Procedures and Practices, Substance Abuse and Alcohol Policy, Notice of the Family Medical Leave Act, Employee Eligibility Requirements to Receive Employer Paid Benefits, Summary Plan Description for the TAOS Staffing – Occupational Injury Benefit Plan, Notice of Mandatory Arbitration Policy, Notice to Employees concerning Workers’ Compensation in Texas and TAOS’ non-subscription to the program, Letter of Employee Acknowledgement & Authorization, Agreement and Acknowledgement to Receive Text Messages, Summary of Your Rights Under the Fair Trade Reporting Act, Disclosure Regarding Background Investigation, Acknowledgement and Authorization for Background Check, Arbitration Agreement and Notice of Arbitration Policy, Summary Plan Description (SPD) for TAOS’ Employee Occupational Injury Benefit Plan, and other various information and authorizations.

Employee Acknowledgement:

Name (please print): _____

Date:

X _____
(Employee signature)

_____/_____/_____

TAOS Staffing Corporation

Letter of Employee Acknowledgement & Authorization

I understand that my employer is TAOS Staffing Corporation (TAOS) and that TAOS has complete control and charge of my day to day assignments.

I understand that TAOS is in the business of providing staffing services to various businesses on a continual basis and takes every precaution to insure the safety of their employees. If I should be placed on assignment that I believe does not meet the required safety standards, I will call TAOS and notify my counselor/coordinator immediately of the conditions and asked to be removed until such standards can be met. Any safety violation may be reported to the Texas Department of Insurance Division of Workers' Compensation. I have read the notice posted in TAOS office that gives the toll-free number to call. Reported violations are always appreciated and will not be used to discriminate against or punish me in any way by TAOS.

If I am issued safety equipment, uniforms, badges, keys, or any item(s), either by TAOS or the client where TAOS assigns me to work, I understand the cost of any items lost or not returned at the end of my assignment will be deducted from my paycheck(s).

I authorize TAOS to do random drug and substance testing. I have the right to refuse these tests as they are requested, however, my refusal to submit to testing may result in the termination of my current assignment in addition to any other benefits I may be receiving or entitled to. Additionally, I will not be charged for the expense related to any drug or substance test I submit to, if the results are negative.

I authorize TAOS to do a criminal background search, credit report, medical history check, and a report on any Workers' Compensation injuries at the time such information is needed for work related investigations. I further authorize and Law Enforcement Agency, Credit Bureau or Doctor to release any information needed in TAOS' investigation.

It is extremely important that you contact our office at the end of each assignment so that we know that you are available for work. If you fail to notify our office that you are available at the end of the assignment, or if you turn down a bona fide offer of employment, we will assume that you have voluntarily terminated your employment with TAOS. If you do not report to an assignment, and fail to notify our office within the first four (4) hours that you are scheduled to report to work, that your employment with TAOS will be terminated with cause and you will not be entitled to any further benefits. Remember these rules: 1) You are required to contact TAOS' office when every assignment ends, 2) You must make yourself available by calling TAOS' office every morning before 9:00 A.M., and 3) If you fail to make yourself available by calling TAOS, you will be considered to have work left work voluntarily without cause and unemployment benefits may be denied.

Employee Acknowledgement – By my signature below I agree to abide by these terms:

Name (please print): _____

Date:

X _____

____ / ____ / ____

GENERAL SAFETY PRACTICES

Your safety is the constant concern of TAOS Staffing (TAOS). Common sense and personal interest in safety is the greatest guarantee of your safety at work. Never take chances. Remember, the safe way is the most efficient way, and the only way.

The safety rules below have been formulated as a guide to help employees prevent injury to themselves and the other employees, and prevent damage to products building, or equipment. It is important that you follow safe practices which apply to each client you are assigned to. Violations of safety regulations place the safety of employees, products, building, or equipment in jeopardy. When this is the case, it will be necessary to take disciplinary action against the offender.

Become familiar with and abide by all the safety rules below and well as those set forth by the client where you are working. We expect you to comply with all of these safety rules at all times. A summary of these safety rules are as follows:

- Report immediately to your supervisor any condition or practice you believe might cause damage to products, buildings or equipment, or injury to yourself or to other employees.
- Report all injuries or incidents to your supervisor immediately, no matter how minor it may appear.
- Report all incidents where product and/or equipment is damaged or where there was a close call that could have caused damage to products, equipment, or injury to yourself or others.
- Notify your supervisor immediately if you discover a fire. Be familiar with the location of the alarms, exits, and evacuation plans.
- Familiarize yourself with first aid location in the case of emergency.
- Food, drink, and/or smoking is only acceptable in designated areas.
- Safety signs and posters are for your information and protection. Do as they say where applicable.
- Concentrate on your work. Do not lookaround or converse with others while operating a machine or power industrial equipment (P.I.E.) and/or /forklifts. Never distract the attention of another employee.
- Only authorized personnel are permitted to operate material handling equipment, power industrial equipment (P.I.E.), forklifts, power tools, conveyors and other equipment.
- Where required, you must wear protective equipment, such as safety shoes, goggles, masks, gloves, aprons, hair nets, etc.
- Never operate equipment without the appropriate training and safety guards in place.
- Running and horseplay of any kind is prohibited
- Watch for and report broken equipment that could cause injury.
- Keep your work area clean.
- Be careful when lifting, climbing, and carrying merchandise/product. Practice prescribed safe methods for proper lifting – bend your knees, keeping back straight, and lift with your legs. Always ask for help when the load is too heavy.
- While working in a manufacturing area, you will not be permitted to wear clothing or footwear which constitute a safety hazard. For example, loose clothing. Jewelry or open shoes will not be permitted.
- Do not tamper with electrical controls or switched.
- Do not tamper with safety guards or equipment and always utilize when available.

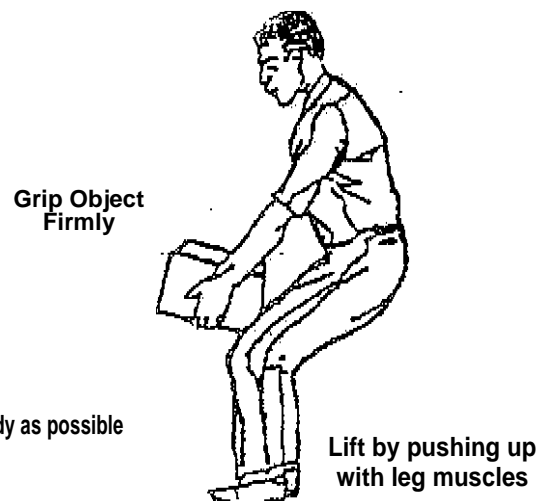
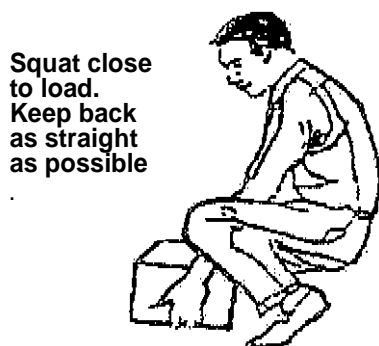
Outline of Correct Lifting Technique

Lifting objects improperly increases the risk of back strains and other types of injuries. The following steps should be practiced when lifting:

1. Use your thigh muscles
2. Keep your spine straight
3. Divide the weight evenly between both hands
4. Obtain firm, natural footing
5. Get as close to the object as possible
6. Bend your knees, then straighten with the weight on legs and thighs
7. Do not twist with a load in your hands – instead turn with your feet
8. Place the weight against your body

Additional practices to help reduce the possibility of strains:

1. Use mechanical handling or lifting aids whenever possible
2. Avoid lifting above the waist level or below ankle level
3. Request help with heavy or bulky loads
4. Avoid rapid and jerky movements when lifting



SAFE LIFTING PROCEDURES AND PRACTICES

The following information will help reduce the chance for back injury. It is up to you to practice this daily while performing your job.

1. **SIZE UP THE LOAD** – Always assess the object before lifting it. Make sure the load is stable and balanced. Carefully and slowly put force against the object to determine its weight. **IF IT IS TOO HEAVY – GET HELP!**
2. **HELP IS READILY AVAILABLE TO MOVE HEAVY OR AWKWARD ITEMS** – Getting assistance takes little extra time. If object is too heavy, get help!!!
3. **USE MECHANICAL LIFTING DEVICES** – Lifting devices should be used whenever possible available and appropriate to the situation.
4. **PLAN THE JOB** – Plan the route that is free of tripping and slipping hazards. Insure that the planned route allows for easy travel. Know where the object will be unloaded and plan for the rest stops if necessary. Think through the lift, lift the load in your mind. Face the object you are about to lift and if possible, face forward in the direction you want to go. **DO NOT TWIST YOUR BODY WITH LOAD!**
5. **BASE OF SUPPORT** – Make sure your footing is firm. Keep feet at least shoulder length apart. A staggered stance, with one foot slightly behind the other, often provides a firm base for support.
6. **BEND YOUR KNEES** – Bend your knees, not your waist. Bend down as far as necessary using your legs not your back.
7. **LIFT WITH YOUR LEGS** – Lift with your legs allowing your body's powerful leg muscles to do the work. Flex your legs and hips, not your back. **AVOID BENDING AT YOUR WAIST!**
8. **GET A GOOD GRIP** – Grip the load firmly, using your whole hand., not just your fingers. Do not jerk the load and keep it close to your body.
9. **KEEP THE LOAD CLOSE** – Keep the load close to your body. The closer the load to your spine, the less force it exerts on your back. Keep your back upright. Whether you are lifting or putting down your load, do not add the weight of your body to the load. Grasp the object with your palms, not just with your fingers.
10. **PIVOT- DON'T TWIST** – Don't twist your body when moving objects that have already been lifted. Pivot your feet and turn your whole body in the direction of your feet movement when holding the load.
11. **WHEN POSSIBLE PUSH DON'T PULL.**
12. **THINK BEFORE YOU LIFT AND PRACTICE WHAT YOU KNOW.**

SUBSTANCE ABUSE AND ALCOHOL POLICY

TAOS Staffing (TAOS) is committed to maintaining safe places to work, free from the dangers and hazards relating to the use of illegal drugs (including Inhalants) and alcohol. We believe that by reducing drug and alcohol abuse, we will improve the safety, health and productivity of our employees. The object of our drug and alcohol abuse policy is to provide a safe and healthy work place for all employees and prevent accidents.

For the purpose of this policy, the term "drug" wherever it appears in this policy statement, includes alcoholic beverages as well as inhalants and illegal drugs.

The use, possession, sale, transfer, purchase or being under the influence of drugs by employees at any time on TAOS premises or while working for a client of TAOS is prohibited. The illegal use of any drug is prohibited. Employees must not report for duty or be on a client's property while under the influence of, or have in their possession while on client property, any drug. Employees are to be drug-free and never use alcohol or legal medication at a time when it will affect their work or the safety of themselves or others in any way.

Violation of this drug abuse policy will result in one of the following forms of corrective action: Immediate discharge, suspension, probation, oral warning and/or written warning.

Employees suspected to be intoxicated should not operate any motor vehicle and should be transported home or to a medical facility.

Some of our clients require anyone assigned to work with them to pass a drug test to detect drug use. Employees offered such assignments will have to submit to any drug test required by the client. Refusal to do so will result in withdrawal or cancellation of the assignment.

Should an employee be taking needed medication which might affect his or her performance, the employee must notify TAOS immediately.

We do not provide insurance covering substance abuse treatment. You may attain treatment on your own. For further information you may contact your TAOS representative.

SUMMARY GUIDE for EMPLOYEE ELIGIBILITY
REQUIREMENTS TO RECEIVE

EMPLOYER PAID BENEFITS

This is intended as helpful summary only and should not be used, substituted, or interpreted as legally binding, modifying, or altering the Summary Plan Description (SPD) of TAOS Staffing’s ERISA Plan or TAOS’ Arbitration Agreement:

- 1. I must report any job related incident (or injury) immediately.
- 2. If a doctor’s attention is NOT required, it is my responsibility to report the incident immediately and sign a First-Aid or No-Injury Incident Log after my manager or supervisor has accurately recorded the incident information.
- 3. I must use the professional network of Health Care Providers which have been carefully selected and/or approved by TAOS Staffing (TAOS).
- 4. I must follow all the directions of Health Care Provider(s)
- 5. I must return to work as soon as the Health Care Provider approves my return.
- 6. I must agree to submit to a drug & alcohol test immediately after any incident or injury
- 7. I must NOT test positive for alcohol or for any illegal drugs or prescription drugs not prescribed to me by a physician.
- 8. I understand incidents resulting from prohibited behavior such as horseplay, scuffling, fighting, altercations, or other inappropriate behavior will be EXCLUDED from consideration for employer paid benefits.
- 9. I understand that incidents must NOT be caused, completely or in part, by my violation of any reasonable safety rules and/or practices including written, verbal, and traditional rules.
- 10. I understand that incidents must NOT be caused by my failure to use the assistance of fellow coworkers/supervisors or equipment which could assist me in safely performing a particular task.
- 11. I understand injuries must NOT be the result of intentional acts, feigned acts, or attempts to defraud my employer.

I understand that if I should refuse medical attention subsequent to a job related incident, my employer has the right to prohibit me from continuing work. Furthermore, I will not be allowed to resume work until I have provided the company with a written Authorization to Return to Work from the doctor approved by TAOS.

I understand and agree to comply with the stated requirements. Any questions which I had have been answered. I further understand a single violation of any of the above can result in my benefits being denied, suspended, or terminated. I also understand TAOS does not have Worker’s Compensation coverage.

X _____
Employee Signature

_____ ()
Employee Name

_____ ()
last 4 of SSN

Date ____ / ____ / ____

ARBITRATION AGREEMENT AND NOTICE OF ARBITRATION POLICY

TAOS Staffing Corporation (“Company,” “we” or “our”) maintains a mandatory binding arbitration policy. It is a condition of your employment with us that you and we agree to arbitrate all arbitral claims arising from or related to your employment with us (the “Claims,” itemized below), save and except any benefit claims arising under our Occupational Injury Benefit Plan, and any claims made not arbitral by governing statute or rule.

1. Effective Date: The effective date of this Arbitration Agreement and Notice of Arbitration Policy (this “Arbitration Agreement”) is 5/1/2014 (the “Effective Date”). If you receive notice of this Arbitration Agreement before you begin work for Company, your commencement of work for Company will be your acceptance of the terms of this Arbitration Agreement. In that event, your first day of work is the date you accepted the terms of this Arbitration Agreement. If you are already working for Company when you receive notice of this Arbitration Agreement, and you continue working for us for more than three more days, you will be deemed to have accepted the terms of this Arbitration Agreement on the fourth day, and thereafter. In that event, the fourth day is your effective date to be governed by this Arbitration Agreement. **IF YOU CONTINUE TO WORK FOR US AFTER THE EFFECTIVE DATE, YOU AND WE WILL HAVE MUTUALLY AGREED TO ARBITRATE ALL COVERED CLAIMS BETWEEN US, APPLYING THE TERMS OF THIS ARBITRATION AGREEMENT.**

2. Arbitration is Mandatory, Binding, and Mutual: All Claims related to your employment with us arising in any part after the Effective Date, save and except any benefit claims under our Occupational Injury Benefit Plan and any claims made not arbitrable by governing statute or rule, will be resolved only through mandatory binding arbitration. **You and we both agree to arbitrate all Claims, and you and we both waive all rights to a jury or non-jury trial in state and federal court as to the Claims.**

3. Who Must Arbitrate Claims: Company and all Company Employees and their spouse, children, parents, estate, successors and assigns are governed by this Arbitration Agreement, and must arbitrate all Claims. Company includes your employer and all officers, directors, Employees, agents, franchisors, franchisees, successors, representatives, predecessors, affiliated or related entities or parent or subsidiary or sister companies of your employer.

4. The Claims: Claims covered under this Arbitration Agreement include, but are not limited to the following: (i) claims arising from any injury suffered by an Employee while in the Course and Scope of Employment with Company, including but not limited to claims for negligence, gross negligence, and all claims for personal injuries, physical impairment, disfigurement, pain and suffering, mental anguish, wrongful death and survival actions, loss of services and or consortium, emotional distress, and exemplary or punitive damages if allowed; (ii) all claims relating to an Employee’s application with, employment with, or termination from the Company, including but not limited to claims relating to wages, breach of any contract, claims for discrimination or harassment; claims for violation of any federal or state statute,

regulation or common law; and, claims for intellectual property violations, unfair competition and or the use and/or unauthorized disclosure of trade secrets or confidential information. Covered Claims include medical and hospital expenses, drugs and durable medical equipment, and medical transportation, to the extent those expenses and items are not benefits covered under Company's Occupational Injury Benefit Plan. "Course and Scope of Employment" means an activity of any kind that has to do with the work, business, trade, or profession of Company and is performed by you while engaged in or about the furtherance of the affairs or business of Company, whether conducted on Company premises or elsewhere.

5. **What claims are Not Claims:** The following claims are not Claims: (i) benefit claims under our Occupational Injury Benefit Plan; (ii) claims covered by collective bargaining agreement; (iii) claims for Unemployment Compensation Benefits; (iv) compensation claims under the Texas Workers' Compensation Act or other similar statute; (v) claims under Company's welfare or pension benefit plans having internal non-judicial dispute resolution procedures; and (vi), claims made not arbitrable by governing statute or rule. Any dispute as to whether a claim is arbitrable shall be resolved by the Arbitrator under this Arbitration Agreement.

6. **How The Arbitration Will Be Conducted:** You and we agree Company is engaged in interstate commerce, and that the Federal Arbitration Act (the "FAA") will govern all aspects of this Arbitration Agreement. However, should the FAA or other law be amended so the FAA no longer governs this Arbitration Agreement, the Texas common law of arbitration shall apply. All arbitrations under this Arbitration Agreement will be administered by Benchmark Arbitration Services, Inc. under its rules for resolution of disputes. If Benchmark Arbitration Services, Inc. is unable or unwilling to administer the arbitration, then Judicial Workplace Arbitrations, Inc. shall administer the arbitration under its rules for resolution of disputes. Should Judicial Workplace Arbitrations, Inc. be unwilling or unable to administer the arbitration, then the American Arbitration Association will administer the arbitration under its then existing rules from its Dallas, Texas Panel, or the parties may mutually agree upon any other arbitrator. A stenographic record shall be taken of the arbitration hearing, at Company's sole expense.

7. **How the Arbitrator is Selected:** Any arbitration under this Arbitration Agreement will use one arbitrator, who will come from a panel of at least three arbitrators provided by the firm administering the arbitration. If you and we cannot agree on the arbitrator, you and we will have an equal number of strikes to reduce the panel until only one arbitrator remains. That person will be the arbitrator under this Arbitration Agreement. Any arbitrator must be neutral as to all parties. Standards for recusal of the arbitrator will be the same as for trial judges under Texas law. If the party bringing the arbitration lives within 50 miles of Dallas, the arbitration will be in Dallas, Texas. If the party bringing the arbitration lives more than 50 miles from Dallas, that party may elect to arbitrate in Dallas, or at a location within 50 miles of their residence.

8. **Arbitration Fees and Expenses:** Company will pay the arbitrator's fee and the cost of a stenographic record of the arbitration hearing.

9. **One-Year Time Limit on Bringing a Claim:** All parties must file a Claim for arbitration within one (1) year after the date of the incident or occurrence giving rise to the Claim. Failure to do so will result in the Claim being barred as at that one-year date. Should this time limitation become unenforceable because of applicable statute or case law, we and you agree the arbitrator may determine the appropriate limitations period in a pre-arbitration hearing,

10. **Limitations on Discovery:** Discovery and pre-hearing proceedings will generally be governed by the Texas Rules of Civil Procedure. The discovery devices and scope of discovery set forth in those rules will apply, except that each party can only depose: (i) the opposing party; (ii) one additional fact witness; and (iii), any expert witnesses designated by the opposing party. This limitation can be changed by the arbitrator for good cause shown; otherwise, this paragraph shall govern paragraph 1. Above.

11. **Remedies and Defenses:** Generally, all parties may allege any cause of action, obtain any remedy, and assert any legal or equitable defense available in a Texas state or federal court; however, the arbitrator will have no authority to award punitive or exemplary damages, unless they are provided to the claiming party under a statute. All parties are entitled to file any motions, including dispositive motions, permitted under the Texas Rules of Civil Procedure.

12. **Written Award and Confirmation of Award:** After the arbitration hearing is over, the arbitrator will issue an award and send a copy to all parties. The award need not be a reasoned or “explained” award; it can just be a sum of money, or zero. Under Section 9 of the FAA, a judgment of any Texas court of competent jurisdiction may be entered to enforce the arbitration award. Any party may appeal a judgment entered by a court to confirm the arbitrator’s award. You and we agree the standard of review for a judgment arising from the arbitrator’s award under this Arbitration Agreement will be the same standard of review that would apply to a judgment rendered after trial in a Texas state court.

13. **Severability:** If any provision of this Arbitration Agreement is adjudged to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Arbitration Agreement will remain in effect. This Arbitration Agreement has been translated into Spanish. In event of conflict, or apparent conflict between the Spanish version and this version, this version will govern.

14. **Not a Contract of Employment:** Although this Arbitration Agreement alters the terms of your at-will employment with Company, it is not, and shall not be construed to create, a contract of continued employment, either express or implied, for any person.

15. **Confidentiality:** You and we agree that any arbitration or settlement of a Claim will be kept strictly confidential, except for: (i) communications made, pleadings filed, and materials submitted in connection with entry or appeal of the arbitrator’s award; (ii) communications or reports to the Internal Revenue Service; and (iii) when you or we are compelled to testify by subpoena.

16. **Consideration:** The mutual promises made herein between us to arbitrate Claims under this Arbitration Agreement are consideration for this Arbitration Agreement. Your continued employment with Company and its employment of you, after having been notified of institution of this Arbitration Agreement and the terms hereof, are consideration for this Arbitration Agreement. This Arbitration Agreement has been delivered to you in conjunction with delivery to you of the Summary Plan Description for Company's Occupational Injury Benefit Plan, receipt of which you hereby acknowledge. Payments made to you under that Benefit Plan are also consideration for this Arbitration Agreement.

17. **Termination and Amendment:** We have the right to terminate or amend this Arbitration Agreement only on a prospective basis, and no termination or amendment will affect any Claim which occurs before the effective date of such termination or amendment. All such prior Claims will be arbitrated under this Arbitration Agreement. Subject to the foregoing, this Arbitration Agreement will survive our employer-employee relationship with you, and will apply to any Claim which arises or is asserted during or after your employment with us. This Arbitration Agreement is not terminated or affected by termination of our Occupational Injury Benefit Plan. You will be provided at least ten calendar days' advance notice of any prospective amendment or termination of this Arbitration Agreement, before it becomes effective as to you.

18 **Application to Others:** You and we agree that any Claim now or hereafter brought by your spouse, children, parents, estate, successors and or assigns will be arbitrated under this Arbitration Agreement, as will any Claim now or hereafter brought by any of Company's officers, directors, agents, predecessors, successors, parent or affiliated or sister companies.

I acknowledge receipt of this Arbitration Agreement and Notice of Arbitration Policy. I have read it, or have had an opportunity to read it, and I understand and agree to the same. I also acknowledge receipt of the Summary Plan Description for Company's Occupational Injury Benefit Plan. Both of these documents are available on-line at the company's web site – www.theartofstaffing.com – and clicking on the documents tab.

Date: _____

Employee: _____

Printed Name: _____

Parent or Guardian: _____

Printed Name: _____

Relationship to Employee: _____

TAOS Staffing Agreement and Acknowledgement to Receive Text Messages

Text Message Number: (_____) _____ - _____

Service Provider: _____

If you don't know then ask a member of staff for help.

**Text messages will only be sent to you if you have made yourself available
within the last 30 days.**

Please be aware that you will not be able to respond via text message, you will need to call TAOS Staffing office - 972.255.7150 – if you would like to accept a job assignment or update your records.

By signing this agreement, I understand TAOS Staffing is not responsible for any charges/fees that I may incur from receiving text messages. Also, I understand I need to call the office at least once a week to make myself available if I want to continue to receive text messages.

Printed Name

X _____
Signature

Date:

____ / ____ / ____

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- C You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- C You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- C You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- C You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- C Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- C Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- C Access to your file is limited.** A consumer reporting agency may provide information about

Summary of Your Rights Under the Fair Trade Reporting Act

you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- C You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- C You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- C You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- C Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture
	Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

TAOS Staffing Corporation may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, www.asurint.com. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports throughout the course of your employment to the extent permitted by law.

Signature: _____ Date: _____

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by TAOS Staffing at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, www.asurint.com, and/or TAOS. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original and I agree to receive any notices, relating to my background check, electronically.

Signature: _____ Date: _____

BACKGROUND INFORMATION

Last Name _____ First _____ Middle _____

Other Names/Alias _____

Social Security* # _____ Date of Birth* _____

Driver's License # _____ State of Driver's License** _____

Present Address _____ Phone Number _____

City/State/Zip _____

Former Employers _____ Position _____ Dates of Employment _____

Former Employers _____ Position _____ Dates of Employment _____

Former Employers _____ Position _____ Dates of Employment _____

If YOU wish to review or print a copy of any of the documents YOU have seen or signed today YOU may do so at TAOS' web site at www.theartofstaffing.com – click on DOCUMENTS on the home page.

NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

The Company has elected not to obtain workers' compensation insurance coverage. As an employee of a non-covered employer, you are not eligible to receive workers' compensation benefits under the Texas Workers' Compensation Act. However, you may have rights under the common law of Texas should you suffer an on the job injury or illness.

RECEIPT OF MATERIALS

By my signature below, I acknowledge that I have received and read (or had the opportunity to read) the Schedule of Benefits and Summary Plan Description (the "SPD") for the Employee Occupational Injury Benefit Plan, effective on the Effective Date specified in Item 2(a) of the Schedule of Benefits.

ARBITRATION

I acknowledge that I have received notice of the Company's mandatory arbitration policy requiring that certain **claims or disputes (that cannot otherwise be resolved between the Company and me) must be submitted to an arbitrator**, rather than a judge and jury in court of law. I understand that an arbitrator may issue any type of award which may also be sought through a court of law. I further understand that by receiving this SPD and becoming employed (or continuing my employment) with the Company at any time on or after the Effective Date specified in Item 2(a) of the Schedule of Benefits, I am accepting and agreeing to comply with, and also understand that the Company is accepting and agreeing to comply with, these arbitration requirements. All covered claims brought by my spouse, children, parents, estate, successors and assigns are also subject to this mandatory Company policy, and any decision of an arbitrator will be final and binding on such persons and the Company.

X _____
Employee's Signature

Date

Print Employee's Name.

Parent or Legal Guardian Signature
(if employee under age 18)

Date

Print Parent or Legal Guardian Name

NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

COVERAGE: [Name of employer] TAOS Staffing Corporation does not have workers' compensation insurance coverage. As an employee of a non-covered employer, you are not eligible to receive workers' compensation benefits under the Texas Workers' Compensation Act. However, a non-covered (non-subscribing) employer can and may provide other benefits to injured employees. You should contact your employer regarding the availability of other benefits for a work-related injury or occupational disease. In addition, you may have rights under the common law of Texas should you have an on the job injury or occupational disease. Your employer is required to provide you with coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

SAFETY VIOLATIONS HOTLINE: The Division has a 24 hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division at 1-800-452-9595.