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## Announcement Regarding our 401(k) Plan

We sponsor **The 401(k) Retirement Savings Plan for Employees of NTSA Employers.**

- The Plan permits Participants to make the following Elective Deferrals to the Plan:
  - Salary Reduction Contributions (i.e. 401(k) contributions)
  - Catch-Up Contributions
- Provision is made for Employer contributions.
- Rollovers into the Plan are permitted, even if you are not yet a Participant.
- The following are the Investment Options available under the Plan:

American Funds AMCAP A (AMCPX)	American Funds Investment Company of America A (AIVSX)
American Funds American Balanced A (ABALX)	American Funds New Economy A (ANEFX)
American Funds American Mutual Fund A (AMRMX)	American Funds New Perspective A (ANWPX)
American Funds Capital Income Builder A (CAIBX)	American Funds New World A (NEWFX)
American Funds Capital World Growth & Income A (CWGIX)	American Funds SMALLCAP World A (SMCWX)
American Funds EuroPacific Growth A (AEPGX)	American Funds US Government Securities A (AMUSX)
American Funds Fundamental Investors A (ANCFX)	American Funds Washington Mutual Investors A (AWSHX)
American Funds Growth Fund of America A (AGTHX)	Correll Co. Stable Value Fund
American Funds Income Fund of America A (AMECX)	Brokerage Account
American Funds Intermediate Bond A (AIBAX)	

An enrollment kit can be obtained from Correll Co., the Plan's service provider. If you have access to the Internet, you can request the kit by pointing your browser to [www.correllco.com](http://www.correllco.com). If you do not have access to the Internet, please contact Correll Co. using the InfoLine at 1-888-676-4015 from 9 a.m. to 4:30 p.m. Central time on Monday through Friday, or you may use the enclosed Enrollment Kit Request Postcard to obtain a kit from Correll Co.



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# Safe-Harbor Notice to Employees

## The 401(k) Retirement Savings Plan for Employees of NTSA Employers

### For the Plan Year beginning January 1, 2008

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Your Employer, Universal Information Systems, Inc. d/b/a Unitemp Temporary Personnel, sponsors The 401(k) Retirement Savings Plan for Employees of NTSA Employers (the "Plan").

**This Notice provides you with information that you should consider before you decide whether to make Elective Deferrals from your pay for the Plan Year referenced above.**

#### **Eligibility Requirements**

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An Employee becomes a Participant on the first Entry Date following the date at least 3 months have (has) elapsed since his or her date of employment.

However, the following Employees are **not** eligible to participate in this Plan for any purpose:

- Members of a collective bargaining unit covered by an agreement that the U.S. Secretary of Labor finds to be a collective bargaining agreement between Employee representatives and the Employer, and with which the Employer has bargained pension benefits in good faith

An individual who has satisfied the applicable Eligibility Requirements described above shall become a Participant provided that he or she is also still an Employee on the Entry Date.

#### **Entry Dates**

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The Entry Dates are the first day of each month.

#### **Elective Deferrals permitted under the Plan**

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Elective Deferrals are amounts that the Participant elects to contribute to the Plan instead of receiving as Compensation from the Employer. The law allows various types of Elective Deferrals. This Plan has the following provisions:

- Salary Reduction Contributions are permitted under the Plan.
- Roth 401(k) Contributions are **not** permitted under the Plan.
- Catch-Up Contributions are permitted under the Plan.

#### **Salary Reduction Contributions**

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A Participant may elect to have the Employer contribute a portion of his or her Compensation to the Plan on an pre-tax basis as **Salary Reduction Contributions** instead of receiving it as pay. The Participant does not pay federal or state (except for Pennsylvania) income taxes on the amount of Salary Reductions contributed to the Plan. Participants are not required to make Salary Reduction Contributions.

A Participant becomes eligible to make Salary Reduction Contributions on the Entry Date he or she becomes a Participant. Each Participant who wishes to contribute to the Plan is required to sign an agreement authorizing the Employer to reduce his or her pay by the amount he or she wishes to contribute to the Plan. This agreement will explain the Salary Reduction Contribution options.

A Participant's Salary Reduction agreement under this Plan applies to Compensation determined before reduction for elective contributions made by the Employer to another Plan on behalf of the Participant.

#### **Catch-Up Contributions**

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The Plan permits eligible Participants to make Catch-Up Contributions in addition to their regular Elective Deferrals. Under this provision, an eligible Participant may be allowed to make additional deferrals for a calendar year.

## **Eligibility Requirements for Catch-Up Contributions**

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A Participant is eligible to make such Catch-Up contributions if **all** of the following conditions are met:

- He or she has met the Plan's age and service requirements to be eligible to make regular Elective Deferrals (i.e. Elective Deferrals not attributable to the catch-up rule) under the Plan.
- He or she is at least age 50 at any time during the calendar year. The Participant can elect to make Catch-Up contributions to the Plan before actually attaining age 50, as long as he or she attains age 50 before the close of that calendar year.
- He or she is prevented from making further Elective Deferrals for the calendar year, due to **at least one** of the following limits:
  - He or she has already deferred the maximum personal contribution limit allowed by law for an individual: \$15,500 for the 2007 calendar year (adjusted periodically for future cost of living increases); or
  - He or she has already deferred the maximum amount allowed by the Plan's provisions, (if any). (For example, if the Plan limits regular Elective Deferrals to 15% of compensation.)

Generally, it will not be known until the end of the calendar year whether a Participant has met at least one of the above requirements. If the Plan determines that a Participant has not met at least one of the above requirements, his/her Catch-Up contributions will be treated as regular Elective Deferrals for the calendar year to the extent necessary under the law.

## **Catch-Up Contributions amounts**

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The amount of permitted Catch-Up contributions is \$5,000 for the 2007 calendar year (adjusted periodically for future cost of living increases).

The Participant will need to complete an agreement to advise the Employer of his/her decision regarding Catch-Up Contributions. The Participant will need to complete a new agreement for each future calendar year for which he/she is a Participant in the Plan.

## **Limitations on Elective Deferrals**

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### **Minimum amount required:**

A Participant must agree to contribute at least **1%** of Compensation for each payroll period.

### **Maximum amount allowed:**

The maximum a Participant may elect to contribute, subject to the limitations described below, is **90%** of compensation for the Plan Year.

Federal law also limits the amount of Elective Deferrals that a Participant can make for a Plan Year. These limits do not apply to a Participant's Catch-Up Contributions.

- A Participant's Elective Deferrals made for a calendar year may not exceed the personal contribution limit set by the Internal Revenue Code (*IRC*), which is adjusted periodically for cost-of-living changes. If a Participant's Elective Deferrals for a particular calendar year exceed the limitation in effect for that calendar year, the Plan will refund the excess amount, plus any earnings (or loss) allocated to that excess amount.

If a Participant participates in another 401(k) plan or in similar arrangements under which he or she elects to have an employer contribute on his or her behalf, the total of all his or her Elective Deferrals may not exceed the personal contribution limit in effect for that calendar year. If the total amount of Elective Deferrals exceeds the limitation, the Participant must decide which plan to designate as the plan with the excess. If such a Participant elects to have all or part of the excess returned from this Plan, he or she must give the Employer a written election no later than the March 1st following the calendar year for which the excess occurred. The Plan will refund the excess amount to the Participant, plus any earnings (or loss) allocated to that excess amount, and the Participant must include such refund in income for federal income tax purposes (and possibly for state income tax purposes).

## **Limitations on Elective Deferrals**

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### **Maximum amount allowed:** (continued)

- The law limits the total amount of "annual additions" to a Participant's account. Annual Additions are the total amount of contributions from all sources (except rollover contributions), plus forfeitures that are allocated to a Participant's account for a Plan Year. See the Section of the Summary Plan Description entitled "Annual Additions Limitation" for more information.

## **Changes to Elective Deferral Agreements**

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An agreement to make Elective Deferrals remains in effect until it is revoked by the Participant or the Employer. Agreements may be changed pursuant to the policy established by the Administrator. Currently, the policy permits the following changes:

- A Participant may revoke an agreement and stop further Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer.
- A Participant who revoked an agreement may enter into a new agreement and begin Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer.

For purposes of this policy, a Participant is treated as having revoked an agreement under the following situations:

- The Participant elects not to make Elective Deferrals when first eligible.
- The Participant takes a financial hardship distribution of which a portion is taken from one or more of his or her Elective Deferrals account.
- A Participant may increase or decrease the amount of his or her Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer.

## **Employer Contributions**

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The Plan provides for the following Employer Contribution Types:

- Employer Safe-Harbor Matching Contributions

### **Employer Safe-Harbor Matching Contributions**

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The Employer shall make Employer Safe-Harbor Matching Contributions for the eligible Participants each Plan Year equal to the sum of the following:

- **First-tier:** 100% of each eligible Participant's first-tier Elective Deferrals for the Plan Year. For purposes of the first-tier, Elective Deferrals that exceed 3% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions; plus
- **Second-tier:** 50% of each eligible Participant's second-tier Elective Deferrals for the Plan Year. For purposes of the second-tier, only Elective Deferrals that exceed 3% but do not exceed 5% of the Participant's Compensation for the Plan Year will be recognized in allocating the Employer Safe-Harbor Matching Contributions. Elective Deferrals that exceed 5% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions.
- Participants eligible to share in the allocation of Employer Safe-Harbor Matching Contributions for the Plan Year are those who have made Elective Deferrals for the Plan Year. There are no other requirements to share in the allocation for the Plan Year.
- The Plan will recognize Catch-Up Contributions for purposes of allocating Employer Safe-Harbor Matching Contributions.
- The Employer has the right to discontinue the Employer Safe-Harbor Matching Contribution at any time during the Plan Year, and must notify you at least 30 days in advance of its intention to discontinue the Employer Safe-Harbor Matching Contribution on your Salary Reduction Contributions made for the remaining

## **Employer Safe-Harbor Matching Contributions (continued)**

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portion of the Plan Year. If the Employer gives you that notice, you will have the opportunity to reduce or stop altogether your Salary Reduction Contributions for the remaining portion of the Plan Year. If the Employer gives you that notice, the Employer must still provide the Employer Safe-Harbor Matching Contribution on your Salary Reduction Contributions made during the portion of the Plan Year prior to the notice.

## **Limitations on Employer Matching Contributions**

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The law limits the total amount of "annual additions" to a Participant's account. Annual Additions are the total amount of contributions from all sources (except rollover contributions), plus forfeitures that are allocated to a Participant's account for a Plan Year. See the section of the Summary Plan Description entitled "Annual Additions Limitation" for more information.

## **Compensation**

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Compensation means the total amount paid to the Employee during the Compensation Period for services rendered to the Employer, including wages, salary, overtime, bonuses, commission, tips, fees for professional services.

Compensation shall include any Salary Reduction Contributions under Sections 401(k), 125 (cafeteria) plan, 132(f) (qualified transportation benefit), or 403(b) made by the Employer on behalf of the Employee to any plan maintained by the Employer (including this Plan).

Compensation shall **exclude** the following:

- Reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits

As required by law, an Employee's compensation in excess of \$225,000 (for Plan Years beginning in 2007 and adjusted periodically for future cost of living increases) will be disregarded.

## **Compensation Period**

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The twelve-month period for measuring Compensation is the Plan Year.

## **Vesting**

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A Participant is 100% fully and immediately vested in his or her entire account balance under the Plan.

## **Distributions Prior to Termination of Employment**

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### **Upon Attainment of a Specified Age**

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The Plan allows a Participant to withdraw the following portions of his or her account while still employed by the Employer upon attainment of the following ages:

- Age 59 1/2 from any rollover or transfer amount accepted by the Plan on his or her behalf.
- Age 59 1/2 from Elective Deferrals
- Age 59 1/2 from Employer Safe-Harbor Matching Contributions

### **Financial Hardship**

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The Plan allows a Participant to withdraw the following portions of his or her account while still employed by the Employer for reasons of immediate and heavy financial hardship as described below:

- Elective Deferrals (excluding any earning attributable to this account)

The Administrator will determine if there is an immediate and heavy financial hardship on the basis of any of the following reasons, and will distribute an amount that does not exceed the immediate and heavy financial hardship:

- Medical expenses for Participant, his or her spouse, his or her children or his or her dependents;
- Purchase (excluding mortgage payments) of a principal residence for the Participant;

**Financial Hardship (continued)**

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- Payment of tuition for post-secondary education for Participant, his or her spouse, his or her children or his or her dependents; or
- Prevent eviction of the Participant from principal residence, or foreclosure on the mortgage of his or her principal residence.
- Burial or funeral expenses for the Participant's parent, spouse, children, or dependents.
- Expenses for repair of damage to the Participant's principal residence that would qualify for the casualty loss deduction.

The Participant must have obtained all other available distributions and non-taxable loans under the Plan before he or she may receive a distribution for the immediate and heavy financial hardship.

If the distribution consists of Elective Deferrals, any further Elective Deferrals made on behalf of the Participant must cease for at least the six-month period following the date the financial hardship distribution is made. A Participant may then enter into a new agreement to make Elective Deferrals after such six-month period as described in the **Changes to Elective Deferral Agreements** section. The Participant shall remain a Participant in the Plan during this period.

**For More Information**

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If you are already making Elective Deferrals, your current level of deferral will continue each year. You do not need to complete a new agreement for Elective Deferrals unless you want to change your deferral level.

If you wish to begin making Elective Deferrals, you must complete an agreement for Elective Deferrals.

If you have any questions, or you need an agreement for Elective Deferrals, please contact:

Correll Co. Infoline at phone number 888-676-4015



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## Participant Update

Certain dollar limitations apply to your retirement plan, and are periodically adjusted for cost-of living changes. The following are the amounts for the calendar year **2008**:

1. Federal tax laws limit an individual's personal contributions to all plans of all employers to **\$15,500**. (SIMPLE 401(k) plans are limited to \$10,500.) If Catch-Up contributions are permitted under the Plan, the catch-up contribution limit is **\$5,000**. Your specific plan provisions may further limit the maximum that you can contribute.
2. **Annual Additions Limit**: The law also limits the total that can be added to your account (from all sources except investment earnings) to the lesser of: (1) **100%** of your pay for the year (including your personal contributions for the year), and (2) **\$46,000**.
3. As required by federal tax law, a Participating Employee's **Compensation** in excess of **\$230,000** will not be taken into account under the Plan.
4. The **Taxable Wage Base**, the maximum amount of earnings for the calendar year that are considered wages for purposes of Social Security, is **\$102,000**.
5. You will be identified as a **Highly Compensated Employee** for a year **only if**:
  - a. for the **preceding** year, your gross earnings (including your contributions to the plan) from your employer (and any employer affiliated with your employer) exceeded **\$100,000**; or
  - b. at any time during the current year or the preceding year, you owned more than 5% of your employer (or any affiliated employer).

**You will not be treated as a Highly Compensated Employee for the first calendar year of your employment with your Employer (no matter what the level of your compensation for that year), unless you are also a more than 5% owner in that year.**

### **Highly Compensated Employee Example**

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You worked for two employers during 2007 that are not affiliated with one another. You are not a more than 5% owner of Employer B in the example below.

	<u>Employer A</u>	<u>Employer B</u>
<b>Your 2007 earnings were:</b>	\$105,000	\$75,000

You will **not** be considered a Highly Compensated Employee for Employer B's plan for calendar year 2008, no matter how much you earn from Employer B in 2008, because your earnings from Employer B for 2007 were less than \$100,000. Note that the amount of earnings from Employer A is immaterial for this purpose.

1. If you are not a Highly Compensated Employee for 2008, your personal contributions to Employer B's plan for 2008 will not be limited by the level of contributions made by the other employees covered by the plan. Rather, your personal contributions for 2008 will be limited to the lesser of:
  - a. your annual deferral limit of \$15,500 (considering all plans to which you contribute), or
  - b. your annual account addition limit of 100% of your gross earnings (including your own contributions) for 2008 from Employer B (and any employer affiliated with Employer B).
2. If you are a Highly Compensated Employee for 2008, your contributions to Employer B's plan for 2008 may be limited by the level of contributions made by the other employees covered by the plan.

# Summary Plan Description

## Introduction

This Plan was adopted by your Employer effective on the date specified in the **General Plan Information** insert contained in this package.

**This summary is not the actual plan document, nor is it a substitute for the actual plan document. In the event there is a conflict between actual provisions of the plan and this summary, the actual plan provisions will control.**

**A Participant or beneficiary is entitled to examine the actual plan document, as explained in ERISA Rights.**

## ERISA Rights

### Explanation of ERISA Rights

Each Participant in the Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to:

### Receive Information About the Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

A copy of the official document will be provided to any Participant, upon request, for a copying fee per page. Requests for copies should be made to Correll Co., a Third-Party Administration firm, by calling the Correll Co. InfoLine at 1-888-676-4015.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.
- Obtain a statement telling the Participant whether he/she has a right to receive a pension at Normal Retirement Age (see the **Definitions** section of the Summary Plan Description included in the enrollment kit that you can request from Correll Co.) and if so, what benefits would be at normal retirement age if the Participant were to stop working under the Plan now. If the Participant does not have a right to a pension, the statement will tell how many more years the Participant has to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for the Plan's Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and beneficiaries. No one, including the employer, the union, or any other person, may fire a Participant or otherwise discriminate against a Participant in any way to prevent the Participant from obtaining a pension benefit or exercising his/her rights under ERISA.

### Enforce Your Rights

If a Participant claim for a pension benefit is denied or ignored, in whole or in part, the Participant has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps the Participant can take to enforce the above rights. For instance, if the Participant requests a copy of Plan documents or the latest annual report from the Plan and does not receive them within 30 days, the Participant may file suit in a Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies. In such a case, the court may require the Plan Administrator to provide the materials and pay the Participant up to \$110 a day until the Participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Participant has a claim for benefits that is denied or ignored, in whole or in part, the Participant may file suit in a state or Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies. In addition, if the Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, the Participant may file suit in Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies.

If it should happen that Plan fiduciaries misuse the Plan's money, or if the Participant is discriminated against for asserting his/her rights, the Participant may seek assistance from the U.S. Department of Labor, or the Participant may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant has sued to pay these costs and fees. If the Participant loses, the court may order the Participant to pay these costs and fees, for example, if it finds the Participant's claim is frivolous.

### Assistance with Questions

If the Participant has any questions about the Plan, he/she should contact the Plan Administrator. If the Participant has any questions about this statement or about his/her rights under ERISA, or if the Participant needs assistance in obtaining documents from the Plan Administrator, he/she should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. The Participant may also obtain certain publications about Participant rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

## Plan Termination Insurance

Under ERISA, a government agency called the Pension Benefit Guaranty Corporation was established to provide a means of insuring, within limits, vested pension benefits against loss resulting from plan termination before such benefits had been funded. The insurance is available only to "defined benefit" pension plans (plans that specify by formula the amount of pension to be paid at retirement with the contributions determined actuarially as the amount needed for the specified benefits).

This Plan is a "defined contribution" plan (one where contributions are determined first, with the pension benefit at retirement depending on the amount of the contributions and plan investment earnings thereon allocated to the Participant's accounts), and thus is not eligible for plan termination insurance.

## ERISA 404(c) Information

The Employer intends that this Plan constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act (ERISA) and the regulations under Section 404(c) with respect to the accounts described above. No person who is a fiduciary with respect to this Plan shall be liable for any loss that is a direct and necessary result of investment decisions and directions made by the Participant (or the Participant's beneficiary, if the Participant is deceased). A fiduciary is any person who exercises discretionary authority or control over the management of an employee benefit plan or any person who has any authority or control over the management or disposition of the Plan's assets.

To meet the requirements of ERISA Section 404(c), Participants would have to be provided with the following:

- a description of the investment alternatives available under the Plan, and with respect to each investment alternative, a general description of the investment objectives and risk and return characteristics of each such alternative, including information regarding the type of assets included in the investment alternative's portfolio;
- identification of any designated investment managers;

- a description of the procedures for giving investment instructions on at least a quarterly basis, including any limitations on such instructions;
- a description of any transaction fees and expenses that affect the Participant's (or beneficiary's) account balance in connection with the purchase or sales of interests in the investment alternatives;
- the name, address, and phone number of the fiduciary (and any agents of the fiduciary) responsible for providing any required information, including a description of any information that may be obtained upon request;
- for an investment alternative subject to the Securities Act of 1933 and in which the Participant (or beneficiary) has no portion of his or her account balance invested, immediately prior to but in no event later than immediately following his or her initial investment, a copy of the most recent prospectus provided to the Plan;
- any materials provided to the Plan regarding the exercise of voting, tender, or similar rights incidental to the holding in the Participant's (or beneficiary's) account of an interest in the investment alternative must be provided to the extent that the Plan passes such rights through to the Participant (or beneficiary)

## Benefit Claims

A participant's vested benefit will be paid to him/her when he/she becomes eligible to receive benefits. (See the **Distribution of Accounts** section of the Summary Plan Description included in the enrollment kit that you can request from Correll Co.). A formal request for benefits is necessary; however, if the participant is not paid Plan benefits to which he/she feels there is entitlement, then he/she has the right to make a request for such benefit, i.e., he/she can "file a claim."

### File a Claim

The claim must be made in writing to the Plan Administrator.

Any claim for Plan benefits will receive a full and fair review. If the claim is wholly or partially denied, the Plan Administrator will furnish a written notice of denial, including the reasons for denial. This written notice will be provided within a reasonable period of time (generally 90 days) after the receipt of the claim by the Plan Administrator, and will contain:

1. the specific reason or reasons for the denial;
2. specific reference to those Plan provisions on which the denial is based;
3. a description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and
4. appropriate information as to the steps to be taken if the Participant or beneficiary wishes to submit the claim for review.

If the claim has been denied, and the Participant wishes to submit the claim for review, the Participant must follow the Claims Review Procedure.

### Claims Review Procedure

1. If the Participant files a claim for benefits and it is denied, he/she may file for review of the claim. The request for review must be in writing, with the Plan Administrator.

2. The claim must be filed for review no later than 60 days after receipt of notification of the denial of the claim for benefits.
3. The Participant may review all pertinent documents relating to the denial of the claim and submit any issues and comments, in writing, to the Plan Administrator.
4. The claim for review will be given a full and fair review. If the claim is denied, the Plan Administrator will provide the Participant a written notice of denial within 60 days after the Plan Administrator's receipt of the written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to the Participant in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but no later than 120 days after receipt by the Plan Administrator of the claims for review.
5. The Plan Administrator's decision on the claim for review will be communicated to the Participant in writing and will include specific references to the pertinent Plan provisions on which the decision was based.
6. If the Participant does not receive notification of the Plan Administrator's decision on review within the time limitations described above, the Participant may consider the claim denied.
7. If benefits are provided or administered by an insurance company, insurance service, or other similar organization that is subject to regulation under the insurance laws, the claims procedure relating to these benefit may provide for review. If so, that company, service, or organization shall be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, please ask the Plan Administrator.

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# General Plan Information

## Plan Information

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**Plan Name:** The 401(k) Retirement Savings Plan for Employees of NTSA Employers  
**Trust Name:** The 401(k) Retirement Savings Plan for Employees of NTSA Employers  
**Plan Number:** 002 **Plan Year:** January 1 through December 31  
**Plan Effective Date:** November 1, 2000 **Amendment Effective Date:** March 28, 2005

Contributions made to the Plan are held in trust by the Plan Trustees. The Plan is governed by the applicable laws of the United States of America and the State in which the Plan Sponsor maintains its principal place of business.

## Employer / Plan Sponsor Information

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**Employer:** Universal Information Systems, Inc. d/b/a Unitemp Temporary Personnel  
**Employer's Address:** 25 Main St., STE 605, Hackensack, NJ 07601-7015  
**Employer's Tax-Id (EIN):** 22-1868097  
**Employer's Telephone Number:** 800-864-8367  
**Plan Sponsor:** Employer

A copy of the official Plan documents is available for inspection at the principal office of the Plan Sponsor.

## Plan / Third-Party Administrator Information

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**Plan Administrator:** Employer  
**Plan Administrator's Address:** Employer's Address  
**Third-Party Administrator (TPA):** Correll Co.  
**TPA's Address:** 9655 S. 78th Ave. Hickory Hills, IL 60457-2211  
**InfoLine:** 1-(888)-676-4015 **Fax:** 1-(708)-599-5356  
**Website:** <http://www.correllco.com>

## Plan Trustee Information

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**Trustee(s):** Theodore S. Kissel, Jr., Mary Kissel Patrick  
**Trustee(s) Address:** Employer's Address

## Named Plan Fiduciary Information

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**Named Fiduciaries:** Employer  
**Named Fiduciary's Addresses:** see above

## Service of Legal Process

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The Plan's Agent for Service of Legal Process is the Plan Sponsor.

## Plan Eligibility Requirements

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The following individuals are not eligible to participate in the Plan:

- Members of a collective bargaining unit with which the Employer has bargained pension benefits in good faith

An Employee becomes a Participant on the first Entry Date following the date at least 3 months have elapsed since his or her date of employment.

For purposes of counting service for eligibility to enter the Plan, employment with other employers who have sponsored The 401(k) Retirement Savings Plan for Employees of NTSA Employers will be recognized.

The Plan's Entry Dates are the first day of each month.

## **Elective Deferrals permitted under the Plan**

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Elective Deferrals are amounts that the Participant elects to contribute to the Plan instead of receiving as Compensation from the Employer. The law allows various types of Elective Deferrals. This Plan has the following provisions:

- Salary Reduction Contributions are permitted under the Plan.
- Roth 401(k) Contributions are not permitted under the Plan.
- Catch-Up Contributions are permitted under the Plan.

## **Salary Reduction Contributions**

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A Participant may elect to have the Employer contribute a portion of his or her Compensation to the Plan on an pre-tax basis as **Salary Reduction Contributions** instead of receiving it as pay. The Participant does not pay federal or state (except for Pennsylvania) income taxes on the amount of Salary Reductions contributed to the Plan. Participants are not required to make Salary Reduction Contributions.

A Participant becomes eligible to make Salary Reduction Contributions on the Entry Date he or she becomes a Participant. Each Participant who wishes to contribute to the Plan is required to sign an agreement authorizing the Employer to reduce his or her pay by the amount he or she wishes to contribute to the Plan. This agreement will explain the Salary Reduction Contribution options.

A Participant's Salary Reduction agreement under this Plan applies to Compensation determined before reduction for elective contributions made by the Employer to another Plan on behalf of the Participant.

## **Catch-Up Contributions**

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The Plan permits eligible Participants to make Catch-Up Contributions in addition to their regular Elective Deferrals. An eligible Participant may be allowed to make additional deferrals for a calendar year.

## **Limitations on Elective Deferrals**

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### **Minimum amount required:**

A Participant must agree to contribute at least **1%** of Compensation for each payroll period.

### **Maximum amount allowed:**

The maximum a Participant may elect to contribute is **90%** of compensation for the Plan Year.

Federal law also limits the amount of Elective Deferrals that a Participant can make for a Plan Year.

## **Time frames for making changes to Elective Deferrals elections:**

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A Participant may change an agreement to make Elective Deferrals by returning a new agreement to Correll Co., the firm that provides administrative services to the Plan, who will then notify the Employer of the desired change. The changes will be effective for payroll periods beginning on or after the first day of the designated change date shown below following the date written notice is received by the Employer:

- To discontinue Elective Deferrals:  
the date written notice is filed with the Employer.
- To resume Elective Deferrals, or start making Elective Deferrals after the time when first eligible:  
the date written notice is filed with the Employer.
- To increase or decrease the amount of Elective Deferrals:  
the date written notice is filed with the Employer.

## **Participant After-Tax Contributions**

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Employees are not permitted to make after-tax contributions to this Plan.

## **Rollovers**

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An Employee (even if he or she is not yet a Participant) may request in writing that the Plan accept as a rollover into this Plan any portion of his or her vested interest in the following: The Plan may refuse to approve any rollover to the extent that it determines that such rollover may jeopardize the tax qualified status of this Plan.

## **Employer Contributions**

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The Plan provides for the following Employer Contribution Type(s):

- Employer Safe-Harbor Matching Contributions.

### **Employer Safe-Harbor Matching Contributions**

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The Employer shall make Employer Safe-Harbor Matching Contributions for the eligible Participants each Plan Year equal to the sum of the following:

**First-tier:** 100% of each eligible Participant's first-tier Elective Deferrals for the Plan Year. For purposes of the first-tier, Elective Deferrals that exceed 3% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions; plus

**Second-tier:** 50% of each eligible Participant's second-tier Elective Deferrals for the Plan Year. For purposes of the second-tier, only Elective Deferrals that exceed 3% but do not exceed 5% of the Participant's Compensation for the Plan Year will be recognized in allocating the Employer Safe-Harbor Matching Contributions. Elective Deferrals that exceed 5% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions.

- Participants eligible to share in the allocation of Employer Safe-Harbor Matching Contributions for the Plan Year are those who have who have made Elective Deferrals for the Plan Year. There are no other requirements to share in the allocation for the Plan Year.
- The Plan will recognize Catch-Up Contributions for purposes of allocating Employer Safe-Harbor Matching Contributions.
- The Employer has the right to discontinue the Employer Safe-Harbor Matching Contribution at any time during the Plan Year, and must notify you at least 30 days in advance of its intention to discontinue the Employer Safe-Harbor Matching Contribution on your Salary Reduction Contributions made for the remaining portion of the Plan Year. If the Employer gives you that notice, you will have the opportunity to reduce or stop altogether your Salary Reduction Contributions for the remaining portion of the Plan Year. If the Employer gives you that notice, the Employer must still provide the Employer Safe-Harbor Matching Contribution on your Salary Reduction Contributions made during the portion of the Plan Year prior to the notice.

### **Limitations on Employer Matching Contributions**

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#### **Maximum amount:**

- The law limits the total amount of "annual additions" to a Participant's account. Annual Additions are the total amount of contributions from all sources (except rollover contributions), plus forfeitures that are allocated to a Participant's account for a Plan Year. See the **Participant Update** for this current year's limit.

### **Vesting**

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A Participant is 100% fully and immediately vested in his or her entire account balance under the Plan.

### **Investment Direction**

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A separate account is established for each participant to account for his/her contributions and investment gains and losses on such contributions.

The Plan permits each Participant to direct the Trustees in the investment of his or her entire account. Each Participant may choose investments from the group of investments offered under the Plan. Any amount so invested will be held in an ancillary account and shall be credited (debited) with any investment gain (loss) resulting from such investment.

## Compensation

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Compensation means the total amount paid to the Employee during the Plan Year for services rendered to the Employer, including wages, salary, overtime, bonuses, commission, tips, fees for professional services.

Compensation shall include any Salary Reduction Contributions under Sections 401(k), 125 (cafeteria) plan, 132(f) (qualified transportation benefit), or 403(b) made by the Employer on behalf of the Employee to any plan maintained by the Employer (including this Plan).

Compensation shall **exclude** the following:

- Reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits

As required by law, an Employee's Compensation in excess of the current year's limit will be disregarded. See the **Participant Update** insert for the current year's limits.

## Distribution of Accounts - Terminated Participants

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### Distribution Date for Terminated Participants

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Generally, the vested portion of a Participant's account is available for distribution when his or her employment ceases, unless the Plan also permits other distributions (see the **Distributions Prior to Termination of Employment** section below). Since a portion of a Participant's account may be forfeited under certain circumstances (as described in the Vesting section of this Summary), only the vested portion of his or her account becomes eligible for distribution.

Distribution Date under the Plan means any date following termination of the Participant's employment.

The Participant's vested interest will remain in the Plan until the Participant requests the distribution in writing. The Plan will distribute the vested interest as of the first Distribution Date following receipt of the request, or as soon thereafter as possible.

If a Participant does not make a written request for distribution, the law requires the vested account to be distributed upon his or her attainment of age 70-1/2.

### Forms of Payment for Terminated Participants

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The Participant's vested interest will be paid in the form of payment selected by the Participant from the options listed below:

- Eligible rollover distribution to an IRA.
- Eligible rollover distribution to another retirement plan.
- A lump sum distribution directly to the Participant.

## Distribution of Accounts – Death Beneficiaries

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The law sets the deadline for a beneficiary to make elections for the distribution of benefits following the death of a Participant, which may be as early as the September 30 of the year immediately following the calendar year of the Participant's death. This information can be obtained from the Plan Administrator.

The beneficiary selects the form of payment from the options offered by the Plan.

## Distribution of Accounts – Alternate Payees under Qualified Domestic Relations Order

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The assigned benefit will remain in the Plan until the Alternate Payee submits written request for distribution to the Plan. The distribution will subsequently be made as of the date of the Plan's receipt of the written request for distribution, or as soon thereafter as administratively feasible. It will be paid in the form of payment selected in writing by the Alternate Payee from the options offered by the Plan.

## **Distributions Prior to Termination of Employment**

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### **Upon Attainment of a Specified Age**

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The Plan allows a Participant to withdraw the following portions of his or her account while still employed by the Employer upon attainment of the following ages:

- Age 59 1/2 from any rollover or transfer amount accepted by the Plan on his or her behalf.
- Age 59 1/2 from Elective Deferrals
- Age 59 1/2 from Employer Safe-Harbor Matching Contributions

### **Financial Hardship**

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The Plan permits a Participant to withdraw the following portions of his or her account while still employed by the Employer for reasons of immediate and heavy financial hardship:

- Elective Deferrals (excluding any earning attributable to this account)

### **Loans**

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The Plan does not permit participant loans.

### **Charges and Fees**

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The investment options under the Plan have charges and fees associated with investing in those options which are charged by the investment company holding the assets. In addition, certain plan administration fees are charged to the accounts of the participants. Information on these charges and fees is available from the Plan Administrator.

### **Future of the Plan**

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The Plan has been created with the intention that it be permanent and will continue indefinitely. However, the Employer has the right to terminate the Plan, to modify, alter or amend it in any respect at any time, to suspend contributions to it or to merge or consolidate it with any other plan. Contributions made to the Plan by the Employer are permanent. Under no circumstances will any contributions made by the Employer revert to the Employer.

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## Enrollment Kit Request Postcard

To: Correll Co.

Please send me an Enrollment Kit for The 401(k) Retirement Savings Plan for Employees of NTSA Employers. I understand that this does not obligate me in any way. (*Choose one delivery method below.*)

Email the kit to me to the email address I indicated below.

Mail the kit to me to the street address I indicated below.

### Employee Information

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My Name: \_\_\_\_\_

My Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

My daytime Telephone Number: \_\_\_\_\_

My email: \_\_\_\_\_

Fold Here.....Fold Here

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Please Apply  
Postage.  
Post Office Will  
Not Deliver  
Without Postage.



**Correll Co**

Attn.: Participant Communications Department  
9655 South 78th Avenue  
Hickory Hills, IL 60457-2211

Fold Here.....Fold Here

Tape here to close

Tape here to close

Tape here to close

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## Notice Regarding Service with other Employers

For purposes of determining your eligibility service under this Plan, employment with other employers who have at some time sponsored The 401(k) Retirement Savings Plan for Employees of NTSA Employers will be recognized.

Attached is a list of employers who are now participating, or who have participated in The 401(k) Retirement Savings Plan for Employees of NTSA Employers in the past.

Our plan measures service for eligibility purposes on the basis of the “elapsed time” method. Under the method, the passage of time from the first day that you perform your first hour of service with our company or with any of the firms on the attached list begins the time period for measuring eligibility service under our plan. Our plan does not require that your service be consecutive days or consecutive months. In addition, you do not lose any of your prior service with your company or with any other firm listed on the attached list should you have a period of time where you do not perform services for our company or for any other such firms listed above. As a result, it is important for you to identify the first day you have worked for our company or for any of the companies on the attached list.

If you had previous employment with our company or with any of the firms listed on the attached sheet, whether you participated in their plan or not, please indicate the earliest employment record below and return it to Human Resources.

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### The 401(k) Retirement Savings Plan for Employees of NTSA Employers

Your Name: \_\_\_\_\_

Participating Firm: \_\_\_\_\_

Date of Employment: \_\_\_\_\_ Date of Termination: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee's Signature)

**RETURN THIS FORM TO YOUR EMPLOYER'S HUMAN RESOURCES DEPARTMENT.**

**List as of February 21, 2008 of Employers which have sponsored  
The 401(k) Retirement Savings Plan for Employees of NTSA Employers**

A & A Administrative Associates, Inc. (5/1/93 - 9/5/95)	Nesco Service Company (2/1/92 - 5/1/02)
Adex Corporation (1/1/98 - 6/30/05)	On-Line Staffing (4/22/96 - 12/31/97)
Advanced R & D, Inc. (5/1/92 - 12/31/96)	Outsource Consulting Services, Inc. (1/1/98 - 12/31/00)
Advanced R & D Alabama, Inc. (5/1/92 - 12/31/96)	Paradyme Corporation (1/1/90 - 7/1/93)
Advancement L.L.C. (1996 - 1997)	Peachtree Staffing (1/1/98 - 8/23/02)
Aim Executive Holdings, Inc. (1/1/94 - 3/31/96)	Pollak and Skan Incorporated (1/1/89-4/1/00)
AmeriResource Group, Inc. (1/1/99 - 12/31/00)	Pollak and Skan Florida, Inc. (1/1/89-4/1/00)
Amtec Engineering Corp. (5/1/97 - present)	Precision Design, Inc. (1/1/94 - 2/1/08)
Apollo Design Services, Inc. (1/1/98 - 6/30/03)	Premier Staffing Services (10/1/98 - present)
Arrowstaff Services Incorporated (6/1/96 - 3/31/01)	P/S Datapro, Inc. (1/1/89-4/1/00)
Associated Staffing, Inc. (3/1/97 - present)	Ramsoft Systems Inc. (12/31/99 - 9/21/00)
Base Line Engineering, Inc. (1/1/90 - 3/31/94 and 9/1/97 - 12/31/02)	RemedyTemp, Inc. (7/1/91 - 12/31/96)
Belcan Services Group, Ltd. (1/1/91 - 1/1/94 and 1/1/96 - 12/6/04)	SDC Computer Services, Inc. (7/24/90 - 12/31/01)
Byrnes Group (4/20/92 - 6/15/98)	SRI Technologies, Inc. (11/1/98 - 5/1/08)
Coast Personnel Services, Inc. (3/1/97 - 10/8/01)	Scientific Computer Services (9/1/98 - present)
Contract Professionals, Inc. (11/1/84 - 12/31/99)	Skilltech Employment Group (8/1/90 - 5/1/95)
Crystal Staffing, Inc. (3/15/02 - 8/31/05) (formerly American Crystal Technologies, Inc.)	Staff Consultants Corporation (2/1/96 - 12/31/96)
D.C.I. Technical Services (8/9/91 - 11/1/93)	Staffing Options & Solutions, LLC (1/1/98 - 12/31/00)
DZCLAS (see H.L. Yoh)	Staffing Specialists, Inc. (8/1/96 - 5/15/03)
Dineen Enterprises, Inc. (1/1/90 - present)	Strategic Staffing Group, Inc. (11/1/00 - 5/1/02)
EDP Temps, Inc. (6/14/90 - 5/31/00)	Strom Aviation, Inc. (9/1/98 - present)
EnergiPersonnel (1/1/98 - 9/21/00)	Strom Engineering Corporation (1/1/94 - 2/1/08)
Freeman Alternative Resources, Inc. (11/1/00 - present)	Strom Engineering Corporation of FL, Inc. (1/1/94 - 2/1/08)
FSK Associates, Inc. (1/1/01 - 8/15/02)	Strom Services, Inc. (1/1/94 - 2/1/08)
GLI Technical Services, Inc. (10/4/91 - 7/1/96)	Strom Technical, Inc. (9/1/98 - present)
Gregg Protection Services, Inc. (9/1/98 - 9/30/05)	Sullivan & Cogliano Designers, Inc. (7/1/90 - 3/31/96)
Gregg Management Services, Inc. (9/1/98 - 9/30/05)	Superior Design International, Inc. (1/1/95 - 12/31/01)
Gregg Services, Inc. (9/1/98 - 9/30/05)	Superior Staffing Services (1/1/01 - 12/31/01) (formerly Superior Temporary Services, Inc.)
Gus Perdikakis Associates, Inc. (1/1/97 - 10/1/01)	Superior Technical Resources, Inc. (7/24/90 - 12/31/01) (formerly Superior Design, Inc.)
H. L. Yoh Company LLC (2/11/91 - 01/30/05)	System One Staffing of Orlando, Inc. (4/20/92 - 6/15/98)
Hansler Enterprises, Inc. (1/1/98 - 9/21/00)	System One Staffing of Tampa, Inc. (4/20/92 - 6/15/98)
Home Care P.R.N., Inc. (6/14/90 - 5/31/00)	System One Technical, Inc. (4/20/92 - 6/15/98)
I.T.S. Corporation (7/1/97 - 9/30/07)	TAC Medical Services, Inc. (6/14/90 - 5/31/00)
Industrial Employees, Inc. (9/1/98 - 9/30/05)	Tech Source, Inc. (1/1/98 - 6/02/06)
Information Technology Network, Inc. (1/1/98 - 5/1/06)	Technical Aid Corporation (6/14/90 - 5/31/00)
Innovative Engineering Services, Inc. (7/1/96 - 9/29/03)	Technical Associates of Georgia, Inc. (1/1/92 - 8/31/05)
Interstate Technical Services, Inc. (5/30/90 - 8/31/92)	Technical Needs North, Inc. 1/1/99 - 9/30/02)
Johnson Service Group (1/1/92 - 10/1/00)	Techstaff (7/1/97 - 12/31/00)
Key Staff, L.L.C. (1/1/98 - 5/1/02)	Techstaff Inc. of Illinois (4/1/93 - 6/5/02)
Lehigh G.I.T., Inc. (1/2/94 - 5/1/02)	Trialon Corporation (3/23/90 - 12/31/01)
M2 Technical Staffing (1/1/00 - 12/31/00)	Unitemp Temporary Personnel (11/1/00 - present)
Magna Systems International, Inc. (12/31/99 - 9/21/00)	Van Marter & Associates, Inc. (3/1/96 - 12/31/02)
Monarch Temporary Services (2/16/94 - 6/30/98)	Verizon Federal, Inc. (1/1/93 - 6/15/97) (formerly Bell Atlantic Federal Integrated Systems, Inc.) (formerly Bell Atlantic Professional Services, Inc.)
National Technical Services Association (1/1/98 - 10/31/03)	Will/Staff Technical Services, Inc. (1/1/97 - 12/31/00)
National Engineering Service Group (1/1/91 - 5/1/93)	

**Only service earned during the time the employer sponsored the Plan will be credited.**