

CONDUCTIX, INC. TUITION ASSISTANCE PROGRAM/REPAYMENT AGREEMENT

Dear (Insert Student's Name)

Conductix, Inc. ("Company") has agreed to pay for your tuition and certain educational expenses incurred in obtaining an Associate degree at Southeast Community College ("College") in Milford, Nebraska or Des Moines Area Community College in Des Moines, IA in return for your agreement to accept employment offered by the Company and maintain employment for a minimum of three (3) years after your date of hire. This Agreement is subject to the following terms and conditions:

Pre-Employment

In consideration of the Company's agreement to pay your tuition, fees and books at selected College, you agree upon graduation and not more than one hundred and twenty (120) days thereafter, you will accept employment at Conductix, Inc. based upon an offer of employment. When properly billed by the College, the Company will pay your tuition (up to \$2000 per quarter with a total cap of \$6000).

- You agree to provide access to your grades and attendance records and will sign all necessary documents to assure the Company's access to such information.
- You will be financially responsible for any tools, room and board and transportation.
- Any scholarships you receive will be applied towards the Company's tuition obligation. Conductix, Inc. will pay the balance of tuition per quarter, when properly billed by the College.
- Conductix, Inc. may terminate this Agreement at any time with no further obligation to you.
- If you withdraw from school before receiving a degree or decline a Conductix, Inc. offer of employment, for any reason, you are obligated to repay the Company for all monies expended on your behalf for tuition, fees and books.
- If no offer of employment is made by the Company within one hundred and twenty (120) days following graduation, your financial obligations to the Company are cancelled.

Post-Employment

You agree that in the event of resignation or termination by the Company due to "cause" as provided for in the Company's Handbook within three (3) years of continuous service after your date of hire, you will repay the Company an amount according to the following schedule:

- Less than one (1) year after the date of hire, you will repay the Company one hundred percent (100%) of the amounts expended on your behalf by the Company.
- More than one (1) year but less than (2) years after the date of hire, you will repay the Company sixty-six (66%) of the amounts expended on your behalf of the Company.

- More than two (2) years but less than three (3) years after the date of hire, you will repay the Company thirty-three (33%) of the amounts expended on your behalf by the Company.
- If you resign or are terminated more than three (3) years after the date of hire, you will not be required to pay any monies to the Company.
- No such repayment will be required if your employment is terminated by the Company for any reason other than "cause."
- You understand and agree that this Agreement does not create an express or implied contract of employment between you and the Company for any period of time or limit the reasons of which you may be terminated. You will remain employed by the Company at will.

You agree that you will pay the amount owed directly to the Company prior to your termination. If unable to make full repayment, you authorize the Company to deduct from your paycheck, or by any other means, the amount owed from any wages, profit sharing, vacation pay and/or other funds owed to you by the Company at the time of your termination. If any amounts remain due after such deductions, you agree to pay the Company any remaining balance immediately or make repayment plans satisfactory to the Company.

The Company expressly reserves the right to amend this Agreement. The amendment of the Agreement shall not alter or change any obligations that have arisen or may arise under this Agreement.

The provisions hereof shall be governed by and construed in accordance with the laws of the State of Nebraska.

Please indicate your agreement to these provisions by signing, dating and returning a copy of this letter.

By signing below, you acknowledge and agree that you have been given the opportunity to review this Agreement; that you have been given the opportunity to ask questions regarding this Agreement; and that all of your questions regarding this Agreement have been answered to your satisfaction.

Student/Employee's Signature: _____ Date: _____

Southeast Community College/ Des Moines Area Community College/Conductix, Inc.

Paid Tuition - School to Work Program

Conductix, Inc. will follow student's progress through grades and attendance.

Conductix, Inc. will pay for a six quarter (6) Associate Degree as long as all provisions of the agreement are met.

Conductix, Inc. will pay for tuition, fees, books. (Students turn in receipts for reimbursement.)

Conductix, Inc. will pay the balance each quarter.

Student/Employee is obligated to Conductix, Inc. employment for 3 years from graduation date.

Conductix, Inc. has the option to terminate education or employment agreement at no obligation to student/employee.

If a student terminates school, they are obligated to Conductix, inc. for expenses incurred to date.

If employee terminates employment, within 3 years, they are obligated to a prorated amount of paid tuition, fees, and books.

Terms of this agreement are negotiable, on an individual basis.

Student/Employee will be subject to quarterly reviews by teaching staff and Conductix, Inc.