

---

**VOLT TECHNICAL SERVICES  
SAVINGS PLAN**

**SUMMARY PLAN DESCRIPTION**

**VOLT INFORMATION SCIENCES, INC. (the "Sponsor")**

**Effective as of June 1, 2008**

---

## SUMMARY PLAN DESCRIPTION

### PLAN HIGHLIGHTS

Saving for your future is a challenge, but with the Volt Technical Services Savings Plan (the "Plan") you may find that saving can be both convenient and profitable. The Plan offers you an opportunity to save.

If you are an employee of Volt Technical Resources, LLC, P/S Partner Solutions, Ltd, or Volt Management Corp. (collectively, the "Company"):

- You may choose how much to save, up to 7% of your eligible pay if you are a "highly compensated employee" and up to 60% of your eligible pay if you are not a "highly compensated employee."
- Saving for retirement is convenient – you may do so automatically through payroll deduction.
- You save on taxes since contributions and earnings are not subject to current federal, and in many instances, state income taxes.

As a participant, you will have an account ("Account") established in your name. You will have flexibility with your Account:

- You choose how to invest your savings among the "Investment Funds" (as defined in Section 3) offered.
- You may take money out of your Account if you need it (subject to certain conditions and terms) - by borrowing or withdrawing certain amounts from your Account.
- You have easy access to Account information by telephone or via the Internet.

The Plan is a profit sharing 401(k) plan sponsored by Volt Information Sciences, Inc. (the "Sponsor") to provide employees with a way to save for the future. You may elect to contribute a specific percentage of your eligible pay to your Account through payroll deduction. The amount you contribute, on a pre-tax basis, reduces your taxable pay, resulting in the deferral of federal and, in most cases, state income taxes until the time you withdraw the money.

The Plan is designed with one important goal in mind - to help you accumulate savings for retirement and achieve your future financial goals. It is one of the few ways that you can set aside savings for the future without having to pay current federal income taxes on the money you are saving and the earnings on such money.

**REMEMBER - THIS IS A SUMMARY OF THE PLAN. ALTHOUGH THIS SUMMARY IS INTENDED TO DESCRIBE THE PLAN ACCURATELY, IT DOES NOT CONSTITUTE THE ACTUAL PLAN DOCUMENT; NOR IS IT INTENDED TO INTERPRET, EXTEND, OR CHANGE THE PLAN IN ANYWAY. IN THE CASE OF ANY DISCREPANCIES BETWEEN THIS SUMMARY PLAN DESCRIPTION AND THE ACTUAL PLAN DOCUMENT, THE ACTUAL PLAN DOCUMENT WILL GOVERN AND CONTROL.**

Because the Plan document does not address every possible individual situation, the “Plan Administrator” (as defined in Section 16(b)) will have discretionary authority to interpret the intent of the Plan with respect to specific situations as needed. The Plan Administrator will make determinations regarding such things as the terms of the Plan, eligibility for benefits, and the nature and amount of benefits, if any. The Plan Administrator’s interpretation of the Plan and decisions concerning the Plan will be final and binding.

## TABLE OF CONTENTS

	<u>Page</u>
1. ELIGIBILITY.....	1
2. CONTRIBUTIONS TO THE PLAN.....	2
3. INVESTMENT FUNDS AND ELECTIONS.....	4
4. VESTING.....	7
5. PARTICIPANT LOANS.....	7
6. WITHDRAWALS WHILE YOU ARE AN EMPLOYEE.....	10
7. PAYMENTS AFTER YOU LEAVE THE COMPANY.....	12
8. DEATH BENEFITS.....	14
9. RE-EMPLOYMENT.....	15
10. FEDERAL INCOME TAX RULES CONCERNING YOUR CONTRIBUTIONS.....	15
11. FEDERAL INCOME TAX RULES CONCERNING DISTRIBUTIONS AND WITHDRAWALS.....	17
12. FEDERAL ESTATE TAX RULES.....	22
13. NOTE CONCERNING FEDERAL TAX DISCUSSION.....	22
14. CERTAIN ADDITIONAL INFORMATION.....	22
15. FUTURE OF THE PLAN.....	23
16. PLAN ADMINISTRATION ISSUES.....	23
17. OTHER THINGS YOU SHOULD KNOW.....	27
18. PLAN DIRECTORY.....	34

## 1. ELIGIBILITY

### a. Who is Eligible?

Any employee of a Participating Company (as defined below in Section 1(b) who is a non-regular employee hired solely for the purpose of fulfilling contractual obligations to third parties is an "Eligible Employee," unless he or she is an employee:

- (1) whose compensation and terms and conditions of employment are covered by a collective bargaining agreement, except if such agreement specifically provides for the employee's participation in this Plan;
- (2) who is not currently classified on any Participating Company's payroll system as an employee (i.e., such individual is an independent contractor, leased employee or consultant);
- (3) who is a non-resident alien without income from U.S. sources or with income from such sources that is exempt from federal income taxation; or
- (4) who is listed on the Participating Company's books as an administrative and light duty division employee, except that, effective June 1, 2007, a non-regular employee who is an accounting and finance subdivision employee of the administrative and light duty division of Volt Management Corp. is not excluded.

### b. Participating Companies

Set forth below is a list of Participating Companies as of the date of this Summary Plan Description; and an updated list is available on request to the Plan Administrator. If you work for one of these companies, and you do not fall within an ineligible class of employees (as described above), you are eligible to participate in the Plan as described in this Summary Plan Description.

- (1) Volt Technical Resources, LLC
- (2) Volt Management Corp.
- (3) P/S Partner Solutions, Ltd.

### c. When Does Eligibility to Participate Begin?

You are eligible to participate in the Plan on your date of hire. Your actual participation in the Plan will begin on the effective date of your election to make contributions to the Plan. You can begin contributions by either calling Schwab Retirement Plan Services (the Plan's "Record Keeper")

toll-free number or logging on to its website (Both the toll-free number and the website address are listed in Schedule A). Have your social security number and your MMDD of birth available. However, withholding from your salary may not begin immediately. Please be assured, though, that withholding will begin as soon as administratively feasible following your election.

## 2. CONTRIBUTIONS TO THE PLAN

You may elect to contribute regularly through payroll deductions. Your contributions are based on your eligible pay. Eligible pay, for this purpose, generally means non-deferred compensation paid to you by the Company while you are a participant in the Plan. Such compensation includes, your salary, wages, commissions, vacation pay, holiday pay, overtime pay and bonuses, non-accountable expenses, and taxable moving expenses and fringe benefits to the extent that the amounts are includible in gross income, elective salary reduction or similar amounts contributed from your pay by your employer on your behalf under this Plan and any cafeteria plan or qualified transportation fringe benefit plan maintained by your employer. Amounts which are excluded include reimbursement of expenses, contributions by your employer to this Plan or any other retirement plan (other than elective salary reduction or similar amounts described above), Social Security or any other fringe benefit program amounts and amounts realized from the exercise of non-qualified stock options, lapse of restrictions under section 83 of the Internal Revenue Code of 1986, as amended (the "Code") or disposition of stock acquired under a qualified stock option plan.

The Plan permits the following types of contributions:

### a. Pre-Tax Contributions (allocated to Salary Reduction Account)

You may choose to save on a pre-tax basis by electing to contribute any whole percentage up to 7% of your eligible pay if you are a "highly compensated employee" and up to 60% of your eligible pay if you are not a "highly compensated employee." You generally qualify as a "highly compensated employee" if your compensation for the preceding year exceeded \$100,000 or such higher amount as determined by the IRS.

You may discontinue or change your contributions at any time. To discontinue your regular pre-tax contributions or to change the percentage of your eligible pay that you contribute, you should contact the Record Keeper at the toll-free number or website address in Schedule A.

You may restart your contribution percentage election at any time. Your payroll deductions will change within one or two payroll periods depending on the timing of your election to start contributions to the Plan.

b. Catch-up Contributions (allocated to Salary Reduction Account)

If you turn age 50 before December 31<sup>st</sup> of any year, you have the right to make an additional pre-tax contribution to the Plan. The additional contribution allows eligible individuals to contribute more than they would normally be allowed under law. This additional pre-tax contribution is known as a Catch-up Contribution. For calendar year 2007, the maximum Catch-up Contribution that you may make, provided that you will be age 50 on or before December 31, 2007, is \$5,000. Thereafter, the limit may be adjusted for cost of living increases by the Internal Revenue Service ("IRS").

Catch-up Contributions will be treated as Pre-Tax Contributions. If you have any questions about whether you are eligible to make a Catch-up Contribution, please contact your Plan Administrator or the Record Keeper listed in Schedule A.

To start, discontinue, or restart your Catch-up Contributions, please contact the Record Keeper at the toll-free number or website address in Schedule A. Payroll deductions will cease or change within one or two payroll periods depending on the timing of your election to discontinue or start Catch-up Contributions to the Plan.

c. Rollovers (allocated to Rollover Contribution Account)

If you receive a distribution from another employer's qualified plan or a "rollover IRA" that is eligible to be "rolled over," you have the option (but not the obligation) to "roll over" all or part of that distribution into this Plan. By making a rollover contribution, you may defer the tax liability on your distribution and take advantage of the investments offered in this Plan. In most cases, your eligible distribution can be transferred directly to the Plan from the other employer's plan. This is known as a "direct rollover". **You should consult with your own tax advisor before you decide which option is best for you.**

d. Discretionary Special Contributions to Satisfy Non-Discrimination Contribution Testing (allocated to a Qualified Non-elective Account)

Each Plan Year, the elective deferrals made to the Plan are tested under the Internal Revenue Code rules to ensure that the contributions are not improperly weighted in favor of highly compensated employees. If highly compensated employees make contributions at a materially higher rate than other participants, either some of those contributions may need to be returned to highly compensated employees, or the Employer will need to make a special contribution (either a Qualified Non-elective Contribution) in order to satisfy the testing rules. It is not expected that any such special contributions will be made, but if one is made you will be provided more information about it when it occurs. Any such special contributions will

always be 100% vested and, by law, may not be withdrawn for hardship or before age 59½.

### 3. INVESTMENT FUNDS AND ELECTIONS

#### a. Who Makes the Investment Decision?

You make your own investment decisions.

The Plan's Available Investment Funds. You may choose from among the Plan's various available investment funds which are, generally, publicly traded mutual funds and collective investment trusts. A complete list of the currently available funds is set forth in Schedule A of this Summary Plan Description. When you enroll in the Plan, you will select the percentage of your Account you want invested in each investment fund. Before you choose your investments, please contact the Record Keeper at the toll-free number or website address in Schedule A to obtain descriptions of each of the investment choices offered under the Plan.

Each separate investment fund is, generally, valued on a daily basis. Therefore, the value of your Account under the Plan is, generally, valued on a daily basis. However, it is possible that the Plan may offer an investment fund that is valued on a different basis. If you choose to invest in such a fund, your Account will increase or decrease in value based on the date that such investment fund changes in value.

Record Keeper's Personal Choice Retirement Account®. You may also choose to utilize the Record Keeper's Personal Choice Retirement Account® ("PCRA") investment option. There is an additional fee for this option and you must complete a *Schwab Personal Choice Retirement Account Options Application* where required by the Record Keeper. Under the PCRA investment option, you may specify the acquisition and disposition of specific investments (with some limitations) for your Account. More information about the PCRA investment option is available by contacting the Record Keeper at the toll-free number or website address in Schedule A.

Guided Choice Investment Advice. The Plan Administrator has engaged Guided Choice Asset Management, Inc. ("GCAM"), an independent investment adviser, to provide certain investment advice to participants based on GCAM's on-line computer network-based services and certain related services. A GCAM financial advisor can assist you with certain investment and retirement planning advice by working with you to develop a savings and investment plan based on your retirement goals. To learn more about this service, contact the Record Keeper at the toll-free number or website address in Schedule A.

ERISA Section 404(c) Plan. The Plan is intended to comply with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), thereby constituting an ERISA Section 404(c) plan. This means that you have responsibility for your own investment decisions and the fiduciaries of the Plan have no liability for any losses that result from your decisions.

Because you, rather than the Plan fiduciaries, are responsible for selecting your own investments, under ERISA, you are required to receive comparative information regarding the composition and historical performance of each of the investment funds. Although past performance is not a guarantee of future performance, you should review this information before you make your investment choices. The Plan Administrator is also the 404(c) fiduciary and is generally responsible that the Plan is administered in accordance with the requirement of Section 404(c) of ERISA and the applicable Department of Labor Regulations.

**THE SEPARATE INFORMATION SHOWING COMPARATIVE FINANCIAL HISTORY OF EACH INVESTMENT CHOICE SATISFIES THE DISCLOSURE REQUIREMENTS OF SECTION 404(C) OF ERISA. YOU SHOULD REVIEW ALL OF THIS INFORMATION CAREFULLY BEFORE YOU MAKE YOUR INVESTMENT CHOICES.**

Importance of Diversifying Your Retirement Savings. To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider your investment rights and alternatives and how these rights affect the amount of money that you invest through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

Also, you should keep in mind that your investment choices should be based on your investment goals and your willingness to assume investment risk in order to realize potentially higher returns. Investment risk is defined as a measure of how much investment returns can vary from period to period, as well as potential loss of principal.

b. What are the Plan's Available Investment Funds?

The investment funds are managed by the investment company (listed in Schedule A). Each of the investment funds has specific investment objectives for both risk and expected return. The specific investment funds available to you may be changed from time to time. For details about the investment funds available to you, read the investment objective and fund information sheets and prospectuses. If you do not have this information or would like updated information, please contact the Record Keeper at the toll-free number or website address in Schedule A.

c. How do I Change My Investment Instructions?

You can change your investment instructions on any business day by telephoning the Record Keeper at the toll-free telephone number or accessing the website, each as listed in Schedule A. For this purpose, a business day is a day on which the New York Stock Exchange is open for trading. Your calls to the Record Keeper may be recorded for your protection. There are time deadlines by which you must make your investment instruction or else your instruction will not be effected until the next business day.

It is important that you select your investments when you first enroll in the Plan by calling the toll-free number or logging onto the website. If you do not choose your investments, all of your funds will be invested in a stable investment fund or money market account as set forth in Schedule A.

Call the toll-free number or log onto the website to:

- Enroll in the Plan
- Change contribution percentages
- Change investment instructions for existing balances or future contributions
- View recent Account activity
- Check your current balance
- Monitor investment performance
- Request a distribution
- Request a loan

- Request an in-service withdrawal
- Change your Login ID number
- Elect and change your beneficiaries

d. When Do My New Investment Instructions Take Effect?

Normally, if you call the toll-free number or access the website before 4:00 p.m. Eastern Time (1:00 p.m. Pacific Time), your change will be processed that day. Otherwise it will be processed the next business day. The Record Keeper will send written confirmation of your investment instruction change within five business days after you make the change by telephone or electronically.

Additional time may be required for PCRA investment changes (including transfers to or from the Plan's available investment funds).

e. When Do My New Contribution Percentage Changes Take Effect?

Your changes generally will be effective the first available payroll cycle after your request has been processed.

#### 4. **VESTING**

Vesting is a term used to describe the portion of your Account to which you are currently entitled. Your balances in your Salary Reduction Account (consisting of your pre-tax contributions to the Plan, including, if applicable, any Catch-up Contributions, and associated earnings), Rollover Contribution Account (consisting of funds rolled over from another plan or any IRA and associated earnings), and Qualified Non-elective Contribution Account (consisting of any Qualified Non-elective Contribution and associated earnings), are one hundred percent (100%) vested at all times.

#### 5. **PARTICIPANT LOANS**

a. How Do I Obtain a Loan?

To request a loan please call the toll-free number or access the website listed in Schedule A. You will receive further information on how to proceed with the loan request.

Once your request has been received and approved by the Trustee, your investments will be liquidated as needed to fund your loan. Your investments will be liquidated to process this loan in the same proportion that you have selected for your investments. Your check and loan documents generally are issued within a few business days following

approval. It may take another week for you to actually receive the check and loan documents.

b. How Much May I Borrow?

You may borrow up to 50% of the amount in your Accounts in which you are fully vested.

The highest outstanding balance on all loans may not exceed 50% of your vested interest or, if less, \$50,000. The \$50,000 amount is reduced by your highest outstanding balance on all loans you have obtained during the preceding 12 months. The loans that you have taken from this Plan (and from any other plan maintained by the Sponsor or any of its affiliates) are considered for purposes of determining the maximum loan amount of your loan.

You may have no more than two loans outstanding at a time. The minimum loan amount is \$1,000.

c. What is the Loan Interest Rate?

The interest rate is fixed at the time you borrow and shall be a reasonable rate of interest, determined by the Plan Administrator. The interest rate selected provides the Plan with a return commensurate with the prevailing interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances. Currently, the interest rate is 1% above the Prime Rate published in the Wall Street Journal at the time the loan is made.

d. What is the Loan Repayment Term?

The loan repayment term period shall be for a period not to exceed 5 years. However, the repayment term may be for a longer period not to exceed 10 years if the purpose of the loan is to acquire your principal residence. The unpaid balance on your loan is due, in full, if your employment terminates for any reason.

e. How Do I Make Loan Payments?

Loan payments, consisting of both principal and interest, are made through convenient payroll deduction (or by check during any period you are temporarily ineligible for payroll deduction) and each payment is credited to your Account. You may make additional payments or pay off the remaining balance of your loan at any time.

f. How is My Loan Documented and Secured?

Your loan will be documented by a promissory note and secured by the portion of your Account from which the loan is made. The Plan shall have a lien on this portion of your Account.

g. What Happens if My Loan Goes into Default?

In most cases, your loan is repaid through salary withholding and cannot become delinquent. However, in certain situations, such as a leave of absence, you may not be subject to salary withholding and, unless you make other arrangements to make your payments, a default could occur. A loan is treated in default if scheduled loan payments are more than 90 days late, unless you have arranged for a suspension of loan payments. There are several requirements that you must meet if you are granted a suspension. Please consult your Plan Administrator to understand these requirements fully. You will have 30 days from the time you receive written notice of a default and demand for past due amounts to correct the default before it becomes final.

If at any time, your loan payments are in default (e.g., you are on an approved leave of absence and fail to issue a check to the Company within 90 days of the due date), you will be deemed to have received a taxable distribution in the amount of your outstanding loan balance (including accrued interest). In such event, you also may be subject to a 10% penalty for early withdrawal if, at the time of such deemed distribution, you have not attained age 59½. In addition to these adverse tax consequences, your promissory note will not be canceled and interest will continue to accrue on your outstanding loan balance until such time as you are otherwise eligible for a withdrawal or distribution from your Account. **You should always consult with your own tax advisor concerning your personal tax situation.**

In the event the default becomes final, the default will be treated as a distribution for tax purposes. However, your promissory note will not be canceled and interest will continue to accrue on your outstanding loan balance until such time as you are otherwise eligible for a withdrawal or distribution from your Account.

The unpaid balance of your loan is due in full if your employment with the Company is terminated for any reason. If you do not take action to pay off the loan in full, when you terminate, your unpaid balance will be “called” and deducted from your Account and treated as an actual distribution. In that event, you will receive an IRS Form 1099-R for the full amount of the outstanding loan (plus the amount of your remaining distribution from the Plan) and will incur taxable income in that amount.

h. Are There Any Loan Fees?

Yes. You are required to pay a loan fee (currently \$75.00).

i. What Are the Tax Rules on Deductibility of Interest on Plan Loans?

No interest can be deducted on any Plan loan made to certain participants classified as “key employees” by the Internal Revenue Code. This rule applies whenever the borrowing participant is or becomes a key employee, even though he may not have been a key employee when the loan was taken out. Key employees include certain officers having annual compensation greater than \$145,000 (as adjusted by the IRS from time to time to account for inflation), more than 5% shareholders of the Sponsor or any of its affiliates and more than 1% shareholders of the Sponsor or any of its affiliates who also have annual compensation greater than \$150,000. The Plan is not expected ever to be a top heavy plan.

Additionally, no interest can be deducted by any participant on loans secured by the participant’s Salary Reduction Account in the Plan.

Thus, interest will not be deductible if either the loan is made to a participant who is classified as a key employee for tax purposes or the loan is made from or secured by a participant’s Salary Reduction Account.

Even if a Plan loan interest deduction is not denied under these two rules, the interest deduction may still be denied under applicable consumer interest deduction limitations, investment interest deduction limitations or business interest deduction limitations of the Internal Revenue Code (which rules are not described here). **You should seek tax advice from your own tax advisor to determine whether interest paid on your plan loan is deductible.**

6. **WITHDRAWALS WHILE YOU ARE AN EMPLOYEE**

a. Hardship Withdrawal

You may make a withdrawal in case of a severe financial hardship, as defined under IRS regulations. If you request a hardship withdrawal, and meet the severe financial hardship requirement, you will receive a lump sum distribution to satisfy your hardship need. You may withdraw all or any portion of your Salary Reduction Account (except for any earnings), provided you first withdraw any other available balances.

IRS regulations strictly limit the amount of a withdrawal on account of hardship. The amount you may withdraw may be no greater than the amount necessary to satisfy your financial need, as determined by the Record Keeper, including amounts necessary to pay any federal, state or

local income taxes or penalties reasonably anticipated as a result of the withdrawal.

Regulations also require that you must have an “immediate and heavy” financial need before you take any withdrawals. An immediate and heavy financial need includes a financial need to:

- Purchase or avoid foreclosure on the home you own and live in.
- Pay unreimbursable medical expenses incurred or to be incurred by you, your spouse, children or dependents that are deductible for federal income tax purposes (determined without regard to the 7.5% of adjusted gross income threshold).
- Pay unreimbursable tuition for up to the next 12 months of post-secondary education for you, your spouse, children or dependents.
- Pay rent to avoid eviction from your home.
- Pay burial or funeral expenses of a family member (your parent, spouse or child) or dependents.
- Pay expenses for the repair of the home you own and live in that would qualify for casualty loss deductions for federal income tax purposes (determined without regard to the 7.5% of adjusted gross income threshold).

To qualify for a hardship withdrawal, you must first cease contributing, and borrow or otherwise withdraw all other available amounts you can from, this Plan (and from any other plan maintained by the Sponsor or any of its affiliates). You must also have no other available source of funds to satisfy the hardship.

If you take a hardship withdrawal you will become ineligible to contribute to the Plan for 6 months.

b. Rollover Contribution Account Withdrawal

You may make a withdrawal from your Rollover Contribution Account at any time.

c. Age 59½ Withdrawal

You may make a withdrawal from any of your vested Accounts at any time on or after attaining age 59 ½.

d. In What Form Will My Withdrawal be Paid?

Your withdrawal will be paid in a lump sum.

e. How Do I Make a Withdrawal?

To request a withdrawal, please call the toll-free number listed in Schedule A. You will receive further instructions on how to proceed with the withdrawal request.

Once your request form is received by the Record Keeper and approved, your investments will be redeemed as needed to fund your withdrawal. Your check is generally issued within a few business days. It may take another week for you to actually receive the check.

f. What are the Taxes, Rollover Rights and Penalties for Withdrawals?

Under existing law, you will be taxed on withdrawals from your Account when they are distributed to you unless you rollover your distribution that is an “eligible rollover distribution” to an “eligible retirement plan”. You may defer taxation by rolling over any distribution that is an eligible rollover distribution to an eligible retirement plan. Certain distributions made before you reach age 59½ can also be subject to a ten percent (10%) penalty tax. When you become entitled to receive payment from the Plan, **you should seek tax advice from your own tax advisor to determine how the distribution will be taxed.** (For a more detailed discussion of the taxation of distributions and rollovers, see the discussion in section 11).

The IRS Tax Notice that will accompany your In-Service Withdrawal packet will summarize the rules related to rollovers, income tax and penalties that may apply to your withdrawal.

## 7. PAYMENTS AFTER YOU LEAVE THE COMPANY

a. When Are Payments Made?

If your vested Account balance does not exceed \$1,000, your vested Account balance will be paid to you in a lump sum as soon as administratively practicable after you leave the Company and its affiliates.

If your vested Account balance exceeds \$1,000, you may decide when to take payment of your Account any time after you leave the Company and its affiliates, whether or not you have reached the Plan’s Normal Retirement Age (age 65). If you are still employed by the Company or any of its affiliates when you reach 59½, you may receive a distribution of your entire vested Account but you are not required to do so. If you are a 5% owner of the Company or any of its affiliates, you must begin receiving

minimum distributions by April 1<sup>st</sup> of the calendar year following the calendar year in which you attain age 70½. If you are not a 5% owner of the Company or any of its affiliates, you do not have to (and may not) take minimum distribution payments until you retire.

Your Account will continue to be invested as you direct until it is paid to you.

b. What are My Payment Options?

Your vested Account balance will be paid to you in a lump sum.

You may, however, also choose to have all or a portion of your distribution which is an “eligible rollover distribution” be made payable directly to an “eligible retirement plan” provided that the eligible retirement plan will accept the rollover. You may defer taxation by rolling over any distribution that is an eligible rollover distribution to an eligible retirement plan. Certain distributions made before you reach age 59½ can also be subject to a ten percent (10%) penalty tax. When you become entitled to receive payment from the Plan, **you should seek tax advice from your own tax advisor to determine how the distribution will be taxed.** (For a more detailed discussion of the taxation of distributions and rollovers, see the discussion in section 11).

c. How Does My Account Get Paid to Me?

To request a distribution, please call the toll-free number or access the website listed in Schedule A. You will receive further instruction on how to proceed with your distribution request. If you are eligible to receive a distribution, you will receive a Distribution Request Form. The form will be accompanied by an IRS Tax Notice that you should review prior to completing the Distribution Request Form. The IRS Tax Notice summarizes the rules related to rollovers, income tax and penalties that may apply to your distribution and is required to be provided to you no more than 180 days before you receive your distribution.

Complete the Distribution Request Form and return the form to the Record Keeper listed in Schedule A. Your investments will be redeemed as needed to fund your distribution. Your check is generally issued within a few business days of the receipt of the Distribution Request Form. It may take another week for you to actually receive the check.

d. What are the Tax Treatments, Rollover Rights, Taxes and Penalties for Distributions?

Under existing law, you will be taxed on amounts in your Account when they are distributed to you unless you rollover your distribution that is an eligible rollover distribution to an eligible retirement plan. You may defer taxation by rolling over any distribution that is an eligible rollover

distribution to an eligible retirement plan. Certain distributions made before you reach age 59½ can also be subject to a ten percent (10%) penalty tax. When you become entitled to receive payment from the Plan, **you should seek tax advice from your own tax advisor to determine how the distribution will be taxed.** (For a more detailed discussion of the taxation of distributions and rollovers, see the discussion in section 11).

The IRS Tax Notice that will accompany your Distribution Request Form will summarize the rules related to rollovers, tax treatments, income tax and penalties that may apply to your distribution.

## 8. DEATH BENEFITS

### a. What Happens to My Benefit if I Die?

If you die while you are an employee of the Company or any affiliated employer, any portion of your Account that is not already vested becomes fully vested and payable to your designated beneficiary. If you die after you cease to be an employee of the Company or any affiliated employer, any portion of your Account which was already vested prior to your death will be payable to your designated beneficiary. In general, your beneficiary has the same options as you do regarding when and how to receive payment. Your beneficiary must complete a Distribution Request Form and submit it to the Record Keeper.

### b. Choosing Your Beneficiary

When you become eligible to participate, you will be asked to elect your beneficiary designations. You may change your beneficiary(ies) at any time. The change takes effect on the date you elect your new beneficiary designations. To elect or change your beneficiary(ies), please contact the Record Keeper at the toll- free number or website address in Schedule A.

If you are married, your spouse is automatically your sole primary beneficiary, unless you designate otherwise. To designate someone in addition to or other than your spouse, you must obtain your spouse's written consent and have it witnessed by a Plan representative or Notary Public. If you fail to designate a beneficiary before you die, your benefit, upon death, will be paid to the individual(s) in the first of the following categories in which there is at least one survivor: your spouse, your children and their issue in equal shares, per stirpes (by right of representation), your surviving parents or your estate.

- c. What are the Tax Treatments, Rollover Rights, Taxes and Penalties for Distributions to Your Beneficiary?

Under existing law, your beneficiary will be taxed on amounts in your Account when they are distributed to him or her unless he or she rolls the distribution that is an eligible rollover distribution over to an eligible retirement plan. Your beneficiary may defer taxation by rolling over any distribution that is an eligible rollover distribution to an eligible retirement plan. When your beneficiary becomes entitled to receive payment from the Plan, **your beneficiary should seek tax advice from his or her own tax advisor to determine how the distribution will be taxed.** (For a more detailed discussion of the taxation of distributions and rollovers, see the discussion in section 11).

The IRS Tax Notice that will accompany your beneficiary's Distribution Request Form will summarize the rules related to rollovers and tax treatments that may apply to the distribution to your beneficiary.

## 9. RE-EMPLOYMENT

- a. When Can I Resume My Participation?

If you were a Plan participant before you terminated employment or before you ceased to be employed in the Eligible Employee classification covered by the Plan and you return to the Company or any Participating Company or are transferred back into the employment classification covered by the Plan, you may resume participation on the date you again become an Eligible Employee.

- b. Do I Get Credit for My Prior Service?

If you are rehired, the period of employment credited to you before you left will automatically be counted towards your vesting after you are rehired.

## 10. FEDERAL INCOME TAX RULES CONCERNING YOUR CONTRIBUTIONS

All elective contributions, by participants, to the Plan are not included in the income of such participant for federal income tax purposes in the year of contribution. Whether such contributions constitute income for state and local tax purposes depends on the individual rules for the particular jurisdiction involved. However, all such contributions constitute income for purposes of the Federal Insurance Contributions Act ("FICA"). **You should always consult with your own tax advisor concerning any state and local tax issues that may affect you.**

In addition to the above advantages applicable to all participants, if you make elective pre-tax contributions to the Plan, you may, depending on your circumstances, be eligible for the saver's tax credit (called the Saver's Credit) against your federal income taxes.

The Saver's Credit described below will help offset the cost of the first \$2,000 you contribute to the Plan, an IRA or other plans covered by the Saver's Credit. The Saver's Credit applies to individuals with adjusted gross incomes up to \$25,000 (\$37,500 for head of household) and married couples with adjusted gross income up to \$50,000. In order to take advantage of the credit, you must also be at least age 18, not a full-time student and not claimed as a dependent on another person's tax return. Your credit rate can be as low as 10% or as high as 50%, depending on your adjusted gross income - the lower your adjusted gross income, the higher the credit rate. Your credit rate also depends on your filing status. These two factors will determine the credit you may be allowed to take.

The Saver's Credit is a percentage of the qualifying contribution amount (up to \$2,000), with the highest rate for taxpayers with the least adjusted gross income, as shown in this chart:

Credit Rate	Adjusted Gross Income Levels *		
	Married, Joint	Head of Household	Others
50%	Up to \$30,000	Up to \$22,500	Up to \$15,000
20%	\$30,001 - \$32,500	\$22,501 - \$24,375	\$15,001 - \$16,250
10%	\$32,501 - \$50,000	\$24,376 - \$37,500	\$16,251 - \$25,000
0%	Over \$50,000	Over \$37,500	Over \$25,000

\* *Subject to adjustment for inflation beginning in 2007.*

Qualifying contributions include salary reduction contributions to the following arrangements: a 401(k) plan (including a SIMPLE 401(k)), a section 403(b) annuity, an eligible deferred compensation plan of a state or local government (a "governmental 457 plan"), a SIMPLE IRA plan, or a salary reduction simplified employee pension (also known as a SEP). In addition, qualifying contributions include voluntary after-tax employee contributions to a tax-qualified retirement plan or section 403(b) annuity.

Certain taxable withdrawals from the Plan (or your IRA or other plan) will reduce the amount of contribution eligible for the Saver's Credit. See IRS Publication 590, *Individual Retirement Arrangement*, for more information. Use IRS Form 8880, *Credit for Qualified Retirement Savings Contributions*, to determine the rate and amount of the credit, if any, for you.

Finally, you may make IRA contributions to a traditional (or non-Roth) IRA that may be deductible out of your compensation. However, the amount of your IRA contributions you can deduct may be reduced or eliminated because, as a participant in the Plan who makes contributions to the Plan or has contributions

made to the Plan for you, you are covered by an employer retirement plan. Whether and the extent to which your IRA contribution is nondeductible depends in part on your adjusted gross income. See IRS Publication 590, *Individual Retirement Arrangement*, for more information.

## 11. FEDERAL INCOME TAX RULES CONCERNING DISTRIBUTIONS AND WITHDRAWALS

### a. Summary

If you have a rollover-eligible payment (an “eligible rollover distribution”) made to you in cash from the Plan, whether by distribution or withdrawal, it is subject to 20% federal income tax withholding (unless it is attributable to after-tax contributions). The payment is taxed in the year you receive it unless, within 60 days, you roll it over to an “eligible retirement plan” (as defined above) that accepts rollovers. If you do not roll it over, special tax rules may apply. If you roll over your payment directly to an eligible retirement plan that accepts rollovers, no withholding applies and your distribution is not subject to federal income taxation. **You should always consult with your own tax advisor to determine whether any special rules apply to you.**

### b. Tax Consequences of Payments Made Directly to You

- General Rule. Distributions made from the Plan, directly to you, are generally taxed as ordinary income, for federal income tax purposes, for the value of cash and property received in the year received, subject to the exceptions and special rules described below.
- Special Tax Treatment if You Were Born Before January 1, 1936-Certain Lump Sum Distributions. If your distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a “lump sum distribution,” it may be eligible for special tax treatment. A lump sum distribution is a payment, within one year, of your entire balance under the Plan that is payable to you because you have reached age 59½ or have separated from service with your employer. For a payment to qualify as a lump sum distribution, you must have been a participant in the Plan for at least 5 years. **You should consult your tax advisor regarding the following special tax rules for lump sum distributions.**
- Ten-Year Averaging: If you receive a “lump sum distribution” (as described above) and you were born before January 1, 1936, you can make a one-time election to figure the tax on the payment by using “10-year averaging” (using 1986 tax rates). Ten-year averaging reduces the tax you owe.

- Additional 10% Tax if You Are Under Age 59½: If you receive a payment before you reach age 59½ and you do not roll it over, then, in addition to the regular income tax, you may have to pay a penalty tax equal to 10% of the taxable portion of the payment. There are a number of exceptions where the additional 10% penalty tax does not apply to your payment. These exceptions include a distribution which is (1) paid to you because you separate from service with your employer during or after the year you reach age 55, (2) paid because you retire due to disability, (3) paid to you as equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary's lives or life expectancies), (4) used to pay certain medical expenses, (5) used to satisfy a federal tax lien, (6) paid to an alternate payee under a qualified domestic relations order, or (7) paid as "qualified reservist distributions" made to reservists called to active duty after September 11, 2001 and before 2008 (a "qualified reservist distribution" is a taxable distribution which is attributable to elective deferrals and which is made after September 11, 2001 from the Plan to an individual who was, by reason of being a member of a reserve component, ordered or called to active duty for a period in excess of 179 days or an indefinite period where the distribution is made during the period beginning on the date of the call or order to active duty and ending on the last day of the active duty period).

c. Sixty-Day Rollover Option

If you have a distribution that is an eligible rollover distribution paid to you, you can still decide to roll it over. If you decide to roll it over, you must make the rollover within 60 days after you receive the payment. You can defer taxation on the portion of the amount that you rollover into an eligible retirement plan that accepts rollovers. (For a more detailed discussion of the taxation of rollovers see the following section).

You can roll over up to 100% of the distribution, including an amount equal to the 20% that was withheld for federal income tax withholding as well as any amount withheld for state and/or local tax withholding. If you choose to roll over 100%, you must find other money within the 60-day period to contribute to the eligible retirement plan to replace the 20% that was withheld. On the other hand, if you roll over only the 80% that you received, you will be taxed on the 20% that was withheld.

d. Rollovers

(1) Tax Consequences of Rollovers

- Payments that Can And Cannot Be Rolled Over (that is, that are or are not eligible rollover distributions)

Payments from the Plan may be “eligible rollover distributions.” This means that such payments can be rolled over to an “eligible retirement plan” that accepts rollover. An eligible retirement plan includes an IRA, an employer’s tax-qualified plan a 403(a) annuity plan, a 457 government plan and a 403(b) plan. Your Plan Administrator or Record Keeper should be able to tell you what portion of your payment is an eligible rollover distribution. If your benefit is eligible for rollover treatment, the receiving plan must agree to accept your entire rollover. For example, some plans and IRAs may not accept rollovers of after-tax contributions.

The following types of payments cannot be rolled over.

Payments Spread Over Long Periods. You cannot roll over a payment if it is part of a-series of equal (or almost equal) payments that are made at least once a year and that will last for

- your lifetime (or your life expectancy), or
- your lifetime and your beneficiary’s lifetime (or life expectancies), or
- a period of ten years or more.

Required Minimum Payments. Beginning when you reach age 70½ or retire, whichever is later, a certain portion of your payment cannot be rolled over because it is a “required minimum payment” that must be paid to you. Special rules apply if you own more than 5% of the stock of your employer.

Hardship Distributions. A hardship distribution cannot be rolled over.

Corrective Distributions. A distribution that is made to correct a failed nondiscrimination test or because legal limits on certain contributions were exceeded cannot be rolled over.

- Tax Consequences of Rollovers

The portion of the payment that is rolled over will not be taxed for federal income tax purposes and most state and local tax purposes in the year that you receive it.

Your payment will be made directly to or rolled into your IRA or, if you choose, another eligible retirement plan that accepts your rollover.

Your payment will be taxed later when you take it out of the eligible retirement plan, if it would have been taxed if you did not roll it over.

(2) Types of Rollovers

Direct Rollover to an Eligible Retirement Plan. You can open an IRA to receive the direct rollover. (The term "IRA", as used in this Summary Plan Description, includes individual retirement accounts and individual retirement annuities.) If you choose to have your payment made directly to an IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your distribution rolled into an IRA at that institution. However, if your IRA takes a rollover of after-tax contributions, it may not be subsequently rolled into a qualified plan.

If you are employed by a new employer that has a plan and you want to direct a rollover to that plan, ask the administrator of that plan whether it will accept your rollover. If your new employer's plan does not accept a rollover, you can choose a direct rollover to an IRA.

Direct Rollover of a Series of Payments. If you receive eligible rollover distributions that are paid in installments for less than ten years, you can choose to make or not make a direct rollover for a payment and such choice will apply to all later payments in the series until you change your election. You are free to change your election for any later payment in the series.

Rollover of Distributions within 60 Days after Distribution Paid to You - Mandatory Withholding. You will receive only 80% of your taxable distribution because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as federal income tax withholding to be credited against your taxes.

Taxation of Payments. Except for distributions of after-tax funds, your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you may have to pay a 10% penalty tax. **You should always consult with your own tax advisor in such circumstances.**

(3) Rollover to IRA or Other Eligible Retirement Plan

You can roll over the payment to your IRA or to another eligible retirement plan that accepts your rollover within 60 days of receiving the payment. The taxable amount rolled over will not be taxed until you take it out of the IRA or other eligible retirement plan. If you want to roll over 100% of the taxable payment to an IRA or other eligible retirement plan, you must find other money to

replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld.

(4) Rollover by your Beneficiary or Alternate Payee

If your spouse (or your former spouse who is an alternate payee under a qualified domestic relations order) is your beneficiary (or alternate payee), your spouse (or former spouse) will have the same rollover rights as you have.

If your spouse (or your former spouse who is an alternate payee under a qualified domestic relations order) is not your beneficiary (or alternate payee) but your beneficiary is an individual (a “non-spouse” beneficiary) and if the distribution otherwise is an eligible rollover distribution (but for the fact that it is due to be made to a non-spouse beneficiary), your non-spouse beneficiary may roll over your Account balance distributable to him or her in a direct rollover from the Plan to an IRA so long as the IRA is treated as an “inherited” IRA under applicable IRS distribution rules.

(5) Rollovers to a Roth IRA

Effective January 1, 2008, eligible rollover distributions may be rolled over into a special individual retirement account known as a Roth IRA. Any amount rolled over to a Roth IRA is included in gross income to the extent it would be includible if the distribution were not rolled over. As an example, if you receive a \$10,000 distribution that is an eligible rollover distribution and that would result in a \$10,000 taxable amount if you don't roll it over, and if you elect to roll it over into a Roth IRA (as opposed to a traditional (or non-Roth) IRA), you will be currently taxed on \$10,000 because a rollover to a Roth IRA does not defer the time of taxation of the distribution. Prior to January 1, 2008, eligible rollover distributions could only be rolled over to an individual retirement account that was a traditional (or non-Roth) IRA.

It is important to remember that, for taxable years before January 1, 2010, an individual cannot make a qualified rollover contribution from an eligible retirement plan which is not a Roth IRA to a Roth IRA if, for the year the eligible rollover distribution is made, the person has modified adjusted gross income for federal income tax purposes exceeding \$100,000 or is married and files a separate return.

It is also important to remember that neither the Plan Administrator, the Company nor the Plan recordkeeper is responsible for determining or assuring that any distributee is eligible to make a rollover to a Roth IRA; and the distributee must make that

determination and is responsible for any adverse tax consequences resulting from an incorrect determination.

e. Income Tax Withholding

(1) Mandatory Withholding

If any portion of your taxable distribution, which is eligible for rollover, is paid directly to you, the Plan is required by law to withhold 20% of that amount. This amount is sent to the IRS as income tax withholding. However, when you prepare your income tax return for the year, you will report the full \$10,000 as a payment from the Plan. You will report the \$2,000 as tax withheld, and it will be credited against any federal income tax you owe for that year.

(2) Voluntary Withholding

If any portion of your distribution is taxable but cannot be rolled over (e.g., if your distribution is one of a series of periodic payments), the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. If you do nothing, an amount will be taken out of this portion of your payment for federal income tax withholding. To elect not to have payments withheld, contact the Plan Administrator.

f. 50% Excise Tax on Failure to Receive Required Minimum Distributions

The Internal Revenue Code requires that benefit payments meet certain minimum distribution requirements after a participant reaches age 70-1/2 and after a participant's death. While the Plan has been designed to meet these requirements, a participant and his beneficiary should be aware that an excise tax will be imposed on the recipient if the actual distributions for a year are less than the required minimum distribution amount. The amount of the tax is 50% of the required minimum amount not distributed.

## 12. FEDERAL ESTATE TAX RULES

In general, the entire balance in your Account, at the time of your death, must be included in your gross estate for federal estate tax purposes. However, if the distributee is your spouse, an unlimited marital deduction may be available to the extent of the amount included in your gross estate.

**13. NOTE CONCERNING FEDERAL TAX DISCUSSION**

The preceding discussion is a general summary of the federal income tax and federal estate tax treatment of contributions to, participation in, and distributions from the Plan. It is not complete, and does not cover, among other things, state and local tax treatment of contributions to, participation in, and distributions from the Plan. (In addition, there may be special rules not specifically discussed herein that may apply in certain situations.) Differences in your personal financial situation may cause your federal, state and local tax consequences to vary. The tax rules outlined above reflect the law, as of the date of this Summary Plan Description, and are subject to change and interpretation by the Secretary of the Treasury and the courts. Moreover, the rollover rules described above may be updated from time to time, as will be described in the Tax Notice that you receive at the time of withdrawal or distribution. Therefore, you are urged to consult your own tax advisors regarding the tax consequences of your contributions to, participation in, and distributions from the Plan. You should always consult your own tax advisor in such circumstances.

**14. CERTAIN ADDITIONAL INFORMATION**

The Sponsor will provide, without charge, to each person to whom the Summary Plan Description is delivered, upon written or oral request, a copy of the documents incorporated by reference in this Summary Plan Description (other than Exhibits to such documents, unless such exhibits are specifically incorporated by reference in such documents).

Copies of the Summary Plan Description (and any supplements thereto), and the foregoing documents will be made available to Plan participants, without charge, upon written or oral request. All such requests and inquiries to obtain additional information should be directed to Volt Information Sciences, Inc., 560 Lexington Ave., New York, New York 10022 Attn.: Human Resources Department, Phone (212) 704-2425.

**15. FUTURE OF THE PLAN**

The Sponsor intends for the Plan to be a permanent part of your total benefit program. However, the Sponsor reserves the right to terminate the Plan at any time. If the Plan is terminated, all Accounts will become fully vested, if not otherwise fully vested, and payable as determined by the Plan Administrator.

The Sponsor reserves the right to amend or terminate the Plan and the Trust at any time. As required by law, the Sponsor has established the following procedure for amending the Plan and Trust.

All amendments of the Plan and Trust shall be adopted by the Board of Directors of the Sponsor or the Board's duly appointed delegate(s). All amendments, which materially affect the responsibilities of the Trustee, shall not become effective until the Trustee consents to these amendments. All amendments shall be in writing.

The Plan (including any amendments) is subject to approval by the IRS. From time to time, changes in the details of the Plan may be required by the IRS. However, no Plan amendment may take away any benefits you have earned.

As the Plan benefits are provided by fully funded individual participant Accounts, benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). PBGC insurance does not apply to this type of plan.

Upon termination of the Plan, all expenses of the Trust Fund will be paid and distributions will be made to participants based upon the value of their Accounts.

## 16. PLAN ADMINISTRATION ISSUES

### a. Account Statements

You will receive statements four times each year. They will normally be sent to you within 20 business days after the end of each quarter of the Plan Year.

You may obtain information regarding your Account, including loan, withdrawal and distribution information at any time by telephoning the toll-free number or accessing the website listed in Schedule A.

### b. Plan Administrator

Volt Information Sciences, Inc. is the Plan Administrator. The Plan Administrator may appoint an administrative committee and delegate to it all or part of its duties and to oversee the Plan's operations. As a Plan fiduciary, the Plan Administrator acts on behalf of all participants to see that the Plan is administered fairly according to standards outlined in the law and the terms of the Plan and Trust Agreement.

Plan records are maintained on a Plan Year basis. The Plan Year ends on December 31.

### c. Plan Governs over Summary Plan Description

**The Plan is governed by the official text of the Plan and Trust Agreement. The purpose of this Summary Plan Description is to describe how the Plan works so that it can be easily understood. If the meaning of the Plan and Trust Agreement differs from that of the**

**Summary Plan Description in any way, the official text of the Plan and Trust Agreement will govern in administering the Plan.**

d. Hours of Service

Hours of service are used in calculating your Years of Service for determining your vested interest under the vesting schedule for employer top heavy contributions. You earn one hour of service for each hour you are paid or entitled to be paid by the Company or any affiliated employer (including any back pay you may be awarded). This includes hours when you do not actually work but receive pay (such as vacation, holiday or illness). You receive credit for certain non-paid time, such as a qualified military service (see Section 17g of this Summary Plan Description). While you are on parental leave, you are credited with hours of service for the purpose of avoiding a Break in Service for vesting purposes.

Service earned while you are not actively at work is based on your normally scheduled weekly hours. If you are a salaried employee or there are no accurate records of your working hours, you will be credited with a set number of hours for each pay period in which you are paid for at least one hour. The rates of hours credited for each pay period are: 45 hours for each week, 95 hours for each semi-monthly pay period and 190 hours for each monthly pay period.

e. Annual Contribution Maximums

The federal income tax laws specify maximum amounts that may be contributed to your Accounts in any year, including a maximum pre-tax contribution limit of \$15,500 in calendar year 2007. After 2007, this limit may be increased to reflect changes in the cost of living. This annual limit on pre-tax contributions does not apply to Catch-up Contributions. Thus, for 2007, a catch-up eligible participant may contribute an additional \$5,000.

Further, the maximum amount of eligible pay that you can make subject to a deferral election in 2007 or that can be taken into account under the Plan is \$225,000. (The IRS increases this limit from time to time to account for inflation.)

Another limit that applies to a participant's Account is the annual addition limit. For calendar year 2007, the total amount allocated to your Account (the "annual addition") may not exceed the lesser of (i) 100% of your eligible pay or (ii) \$45,000. (The IRS increases the dollar limit from time to time to account for inflation.) In general, a participant's annual addition equals the amount of his or her pre-tax contributions, employer contributions and any forfeitures of employer contributions for the year, other than any catch-up contributions that he or she may make.

As noted above, special limits apply to highly compensated employees (generally, employees whose earnings for the preceding year exceeded \$100,000, a figure that the IRS increases from time to time to account for inflation). If these limits are exceeded at any time, future contributions by affected participants will be reduced or stopped and any excess contributions will be refunded.

f. Agent for Service of Legal Process

Service of legal process may be made upon the Sponsor or Plan Trustee at the respective addresses listed in the Plan Directory.

g. Type of Plan

This Plan is a profit sharing plan with a pre-tax salary deferral (401(k)) feature. In addition, the Plan is intended to meet the requirements of Section 404(c) of ERISA.

h. Top Heavy Contribution Provisions

The Plan includes provisions that apply only if the Plan is "top heavy". A plan is top heavy if, as of the last day of the preceding Plan Year, more than 60% of the total Plan assets belonged to "key employees." Key employees include certain officers having annual compensation greater than \$145,000 (as adjusted by the IRS from time to time to account for inflation), more than 5% shareholders of the Sponsor or any of its affiliates and more than 1% shareholders of the Sponsor or any of its affiliates who also have annual compensation greater than \$150,000.

If the plan is top heavy, contributions may not be made by or on behalf of key employees, other than a Rollover Contribution, unless the Company makes a minimum contribution (called a "top heavy contribution") to all Eligible Employees who are not key employees. For this purpose, all employer contributions made for non-key employees will be taken into account. If the Employer makes a top heavy contribution, it will only be made for non-key employees who are employed on the last day of the Plan Year. Any top heavy contribution will be allocated to an Employer Contribution Account, which will be 100% vested if you reach age 65 while employed, are determined to have a "Total Disability" (as defined by the Plan) while employed, die while employed or are credited with at least three Years of Service. Any vested Employer Contribution Account balance can be withdrawn for hardship or after reaching age 59½.

"Year of Service" for vesting purposes shall mean a Plan Year during which you are credited with at least one thousand (1,000) hours of service, whether or not you are continuously employed and whether or not you work full-time. All Years of Service with companies under common ownership with the Sponsor will be counted as service under the Plan whether or not those elect to participate in the Plan.

The break in service rules are somewhat complicated. If you are considering taking a leave of absence or terminating your employment, you should consult the Plan Administrator to determine the effect on your Plan benefits. Generally, a Break in Service is a Plan Year in which a participant fails to be credited with more than 500 hours of service.

If a participant ceases employment and incurs five consecutive Breaks in Service, then the non-vested portion of his or her Employer Contribution Account will be forfeited and he or she will have no opportunity to have his or her forfeited non-vested portion restored.

If a participant is not fully vested in his or her Plan benefit and, within two years following his or her cessation of employment, receives a distribution of his or her entire vested Plan benefit due to cessation of employment before incurring five consecutive Breaks in Service, then he or she will forfeit the non-vested portion of his or her Employer Contribution Account. If the participant subsequently returns to employment and repays to the Plan the amount of his or her distributed Plan benefit attributable to Employer contributions before the earlier of the date he or she incurs five consecutive Breaks in Service after the date of the distribution or the fifth anniversary of his or her re-employment date, he or she will be given credit for any amount forfeited, as well as the amount of the repaid prior distribution.

If a participant has no vested Plan benefit and ceases employment with the Sponsor and its affiliates, then he or she will forfeit his or her Employer Contribution Account. If the participant subsequently returns to employment before the date he or she incurs five consecutive Breaks in Service after the date of the forfeiture, he or she will be given credit for any amount forfeited.

It is highly unlikely that the Plan will be considered top heavy under current IRS regulations.

## 17. **OTHER THINGS YOU SHOULD KNOW**

### a. Trust Fund

All of the Plan's assets are held in a trust fund that is the sole source of all benefit payments. The trust fund is a separate and distinct legal entity and is not part of the Sponsor or any Participating Company. The assets of the trust fund are not commingled with the Sponsor's or any Participating Company's assets. Generally, no part of the trust fund can be attached by creditors of any Plan participant (or of the Sponsor or any Participating Company). Assets of the trust fund are held exclusively to pay Plan benefits and expenses and cannot revert to or be paid to the Sponsor or any Participating Company, unless the IRS rules that the Plan, as adopted, fails to satisfy the requirements for favorable tax treatment.

The Plan Trustee, listed in Schedule A, holds the Plan's assets, executes all of the investments, maintains the financial records relating to the trust, and makes all benefit payments as directed by the Plan Administrator.

b. Plan Expenses

In general, all expenses in connection with the establishment, operation and administration of the Plan may be paid by the Sponsor in its discretion. Expenses, fees and other charges associated with each investment fund, chosen by the Sponsor, are reflected in the net investment performance of the investment selected by you. These expenses and fees are set forth in the prospectuses of the individual investment funds. In addition, the Plan and Trust documents require that the Plan pay the expenses of its administration if such expenses are not paid by the Company. The Trustee of the Plan, as listed in Schedule A, and its affiliates, reserve the right to deduct certain fees from the Plan in the event that such fees are not paid by the Company.

Expenses incurred in the administration of the Plan and the Trust may be charged to Accounts on either a pro rata basis or a per capita basis, and/or may be charged to the Account of affected participant(s), beneficiary(ies) and alternate payee(s) on a usage basis (rather than to all Accounts), as directed by the Plan Administrator. Without limiting the foregoing, some or all of the reasonable expenses attendant to the making and administering of participant loans, the determinations needed with respect to and making of hardship or other withdrawals, the calculation of benefits payable under different Plan distribution options, the distribution of Plan benefits and the review of a domestic relations order to determine if it is a qualified domestic relations order and implementation of qualified domestic relations orders may be charged directly to the Account of the affected participant, beneficiary and alternate payee, and different rules (i.e., pro rata, per capita, or direct charge to Accounts) may apply to different groupings of participants, beneficiaries and alternate payees.

c. Internal Revenue Service Approval

The Internal Revenue Service has issued a favorable determination letter stating that the Plan is qualified under Section 401(a) of the Code. The Company intends that the Plan remain tax qualified and intends to continue to obtain favorable determination letters with respect to any significant Plan amendments.

d. What If I Question My Benefit Calculation?

Normally, whenever you or your beneficiary becomes entitled to receive benefits under the Plan, procedures will automatically be initiated to provide for the payment of such benefits.

If you are not contacted when you become entitled to benefits, or if you have any questions or concerns about actions taken by the Plan Administrator, you may file a written claim with the Plan Administrator for the benefits to which you (or your beneficiary) feel entitled.

In addition, if you (or your beneficiary) feel you are being denied any benefit or right provided under the Plan, you (or your beneficiary) must file a written claim with the Plan Administrator.

The following procedure applies to you if you disagree with the benefit provided to you under the Plan or wish to claim a benefit which has not been provided to you:

- If your claim does not involve a determination of disability:

If you wish to file a claim for benefits with the Plan Administrator, you should do so in writing signed by you, addressed to the Plan Administrator, care of Volt Information Sciences, Inc. Human Resources Department, and you should file it with the Plan Administrator. Your claim for benefits should include an explanation of the issues that you feel are important for the Plan Administrator to consider.

The Plan Administrator (or any claims fiduciary appointed by the Plan Administrator) will notify you in writing of its decision within 90 days after the Plan Administrator initially received your benefit claim. The Plan Administrator may schedule and hold a hearing. The 90 day period may be extended to 180 days by the Plan Administrator so long as you are provided with written notice and the reason for the extension prior to the expiration of the 90 day period. If your claim is wholly or partially denied, the written notice will include:

- (1) the specific reason or reasons for the denial;
- (2) the specific provisions of the Plan or other relevant records, documents or information on which the denial was based;
- (3) any additional material or information necessary for you to process your claim and an explanation of why such material or information is necessary; and
- (4) an explanation of the claims review procedure, including the time limits applicable to such procedure, as well as a statement notifying you of your right to file suit in federal or state court if your claim for benefits is denied, in whole or in part, on review.

If your claim has been denied, you have the right to file a written request for review of the claim denial. You must file this written request for review within 60 days after you receive written notification of the denial of your claim. You should file it with the Plan Administrator.

You may submit written comments, documents, records or other information relating to your claim for the Plan Administrator (or any claims fiduciary appointed by the Plan Administrator) to consider as part of the review of your claim. You may also obtain, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The Plan Administrator may schedule and hold a hearing.

The Plan Administrator will notify you in writing of its decision within 60 days after receiving your request for review. The 60 day period may be extended to 120 days by the Plan Administrator so long as you are provided with written notice and the reason for the extension prior to the expiration of the 60 day period. If the claim for benefits is wholly or partially denied on review, the written notice of denial will set forth the specific reason or reasons and Plan provisions or other relevant records, documents or information on which any denial of your claim is based, as well as a statement notifying you of your right to file suit in federal or state court and your right to receive, upon written request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

- If your claim involves a determination of disability (other than acceptance of a determination of disability for other purposes such as a determination by the Social Security Administration for Social Security disability purposes), then an alternative claims procedure will apply.

Under the alternative claims procedure, the first 90 day response period described above for a non-disability claim will be reduced to 45 days and may be extended twice for up to 30 days each time. A request for a review of a claim denial must be made within 180 days (rather than 60 days described above for a non-disability claim) after the claim denial. The review will be a de novo review giving no weight to the initial denial; the claims reviewer cannot be the same individual (or his or her subordinate) who denied the claim; and, where applicable, a different medical professional will be used by the reviewer. In connection with the review, you may be entitled, upon written request and free of charge, to be provided with the identification of any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the denial of your claim. The decision on review will be provided within 45 days, although the 45 day period may be extended to 90 days by the Plan Administrator so long as you are provided with written notice and the reason for the extension prior to the expiration of the 45 day period. Other information may also be provided to you.

- The following rules apply to any claim (disability or non-disability claims):

The Plan Administrator's decision is final, although you have the right to file suit in federal or state court if the claim for benefits is denied, in whole or

in part, on review. If you file suit in state court, the Plan has the right to remove the suit to federal court. Your right to file suit in federal or state court first requires that you exhaust the Plan's administrative remedies (that is, file a claim and complete the Plan's review process for the initial claims denial) or that the filed claim be ignored or otherwise not responded to under the Plan's claims procedure.

If an extension of time to respond to a claim or a review of a claim denial is due to your failure to submit necessary information, the deadline for providing the written notice of decision may be suspended by the Plan Administrator until you provide the necessary information.

You may have an authorized representative act on your behalf under the claims procedure, but you must advise the Plan Administrator in writing of the identity of the representative.

A copy of the Plan's claims procedure is available, without charge, upon request to the Plan Administrator.

e. No Assignment of Your Account is Permitted

Under this Plan, you may not assign, sell, transfer or use your Account as collateral, other than for a loan from your Account as described in the PARTICIPANT LOAN SECTION. In addition, creditors may not attach your Account as a means of collecting debts. However, the Plan Administrator will comply with the terms of a qualified domestic relations order ("QDRO"). This is an order or judgment from a state court directing that a participant's Account, or portion thereof, be paid to an Alternate Payee (spouse, former spouse, child or other dependent of the participant) as child support, alimony or part of a division of marital property rights, provided that the order meets certain requirements of federal law. You may receive, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

f. No Employment Rights

Your participation in the Plan does not give you any employment rights with the Company or any Participating Company.

g. Special Rules for Reemployed Veterans

The Plan complies with the service crediting, benefit accrual and other requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), which revised and restated the federal law protecting veterans' reemployment rights. Thus, an employee who leaves a civilian job for qualified military service generally is entitled to be reemployed by the civilian employer if the individual returns to employment within a specified time period.

In addition to reemployment rights, a reemployed veteran also is entitled to certain retirement benefits under plans such as the Plan that would have been available or accrued, but for the veteran's absence due to the qualified military service. This includes the right to make make-up Pre-Tax Contributions. The Company's contribution (called a make-up contribution) is normally made after the veteran timely returns to the employment (but not earlier than it normally would have been made if the veteran had remained an employee). The veteran's compensation to be used for purposes of determining make-up contributions is the pay (based on rate of pay) the veteran would have received but for the military service. If the pay is not readily determinable, the veteran's compensation will be deemed to be his or her average compensation for the 12-month period (or actual shorter period of employment) immediately preceding the military service.

No earnings are credited to a reemployed veteran with respect to any contribution before the make-up contribution is actually made.

The Plan also generally provides that for a reemployed veteran service in the uniformed services is considered service for Plan vesting and benefit accrual purposes. Unless otherwise required by USERRA, hours of service during qualified military service under USERRA will be credited on the basis of an employee's regularly scheduled hours or, if not determinable, credit for 8 hours of service per day.

#### h. Statement of ERISA Rights

As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

##### Receive Information About Your Plan and Benefits

- (1) Examine, without charge at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents and copies of all documents governing the Plan, 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 Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, 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.

- (3) 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.
- (4) Obtain a statement telling you your Account balance, the portion of your Account balance in which you are vested and when you will have the right to receive payment. If you do not have a right to a benefit, the statement will tell you how many years you have to work to get this right. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan Administrator must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you must have a right to know why this was done, to obtain copies relating to the decision without charge, and to appeal any denial, all within certain time schedules. The Plan's claims denial and review procedures are described in Section 17d of this Summary Plan Description.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for a benefit that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and

fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement of your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

18. **PLAN DIRECTORY**

a.	COMPANY INFORMATION	
	Volt Information Sciences, Inc. (This company serves as both Plan Sponsor and Plan Administrator)	Volt Information Sciences, Inc. 560 Lexington Avenue New York, NY 10022 (212) 704-2425
	IRS Identification Number of Plan Sponsor:	(Volt Information Sciences, Inc.) 13-5658129
b.	OTHER COMPANIES WHOSE EMPLOYEES PARTICIPATE	Volt Management Corp. Volt Technical Resources, LLC P/S Partner Solutions, Ltd.
c.	PLAN INFORMATION:	
	Name	Volt Technical Services Savings Plan
	Plan Number	003
	Plan Year	January 1 through December 31
	Initial Effective Date	August 1, 1988
d.	PLAN TRUSTEE	The Charles Schwab Trust Company 215 Fremont Street, 6th Floor San Francisco, CA 94105

**SCHEDULE A**  
**As of June 1, 2008**

- I. Name of the Current Plan Trustee - The Charles Schwab Trust Company
- II. Plan Record Keeper - Schwab Retirement Plan Services, Inc.
- III. Toll-Free Telephone Number - 1-800-724-7526  
and Website Address - www.schwabplan.com
- IV. Investment Fund in Which Account Will Be Invested if No Investment Instructions Are Received (Default Investment Fund)

Effective June 1, 2008, to the extent that a Participant, Beneficiary or Alternate Payee fails to exercise full and independent investment authority over his/her entire Account (to the extent directed investment rights are available), the investment of the Account shall be made in the following Default Investment Fund (based on the Participant's Date of Birth):

<b>Date of Birth</b>	<b>Default Investment Fund Name</b>	<b>Institutional Symbol</b>	<b>Percentage</b>
1975 and after	Schwab Managed Retirement Trust Fund 2050 Class I	SM150	100%
1965 - 1974	Schwab Managed Retirement Trust Fund 2040 Class I	SM140	100%
1955 - 1964	Schwab Managed Retirement Trust Fund 2030 Class I	SM130	100%
1945 - 1954	Schwab Managed Retirement Trust Fund 2020 Class I	SM120	100%
1935 - 1944	Schwab Managed Retirement Trust Fund 2010 Class I	SM110	100%
Prior to 1935 and Undetermined*	Schwab Managed Retirement Trust Fund - Income Class I	SM1FI	100%

*\*Used if recordkeeper does not have a Participant's date of birth*

Immediately prior to June 1, 2008, the Default Investment Fund was the Schwab Stable Value Fund (Institutional Symbol - SSV1Z).

In connection with the transition to the new Default Investment Fund as of June 1, 2008, the following shall apply (unless otherwise determined by the Plan Administrator):

- (i) Account balance held in the prior Default Investment Fund (i.e., the Schwab Stable Value Fund) on May 31, 2008 or contributed to the prior Default Investment Fund will remain in the prior Default Investment Fund until transferred therefrom by direction of the Participant (or if deceased, his Beneficiary) pursuant to the investment direction provisions of the Plan.

- (ii) For Participants commencing or recommencing contributions to the Plan on or after June 1, 2008, the current Default Investment Fund (i.e., the Schwab Managed Retirement Trust Funds, as applicable) will be the Default Investment Fund for all contributions to the Plan commencing or recommencing on or after June 1, 2008.

V. List of the Investment Fund Options

	<b>As of June 1, 2008 Separate Investment Fund Name</b>	<b>Retail Symbol</b>	<b>Institutional Symbol</b>	<b>Asset Class</b>
1.	Schwab Stable Value Fund	SSV1Z	SSV1Z	Stable Value
2.	Western Asset Core Plus Bond FI	WACIX	WACIX	Intermediate-Term Bond
3.	Laudis International Market Masters Inv	SWOIX	AAGPX	Large Value
4.	Alger Small Cap Growth Inst. I	ALSRX	SWPIX	Large Blend
5.	Northern Small Cap Value	NOSGX	NYVTX	Large Blend
6.	Morgan Stanley Inst. Mid Cap Growth Ad	MACGX	TRSAX	Large Growth
7.	Goldman Sachs Mid Cap Value A	GCMAX	GCMAX	Mid-Cap Value
8.	Schwab S&P 500 Index Inv	SWPIX	MACGX	Mid-Cap Growth
9.	T. Rowe Price Growth Stock Adv	TRSAX	NOSGX	Small Value
10.	Davis NY Venture A	NYVTX	ALSRX	Small Growth
11.	American Beacon Large Cap VI Pln	AAGPX	SWOIX	Foreign Large Growth
12.	Schwab Managed Retirement Trust Fund 2050 Class I	SM150	SM1FI	Target-Date 2000-2014
13.	Schwab Managed Retirement Trust Fund 2040 Class I	SM140	SM110	Target-Date 2000-2014
14.	Schwab Managed Retirement Trust Fund 2030 Class I	SM130	SM120	Target-Date 2015-2029
15.	Schwab Managed Retirement Trust Fund 2020 Class I	SM120	SM130	Target-Date 2030+
16.	Schwab Managed Retirement Trust Fund 2010 Class I	SM110	SM140	Target-Date 2030+
17.	Schwab Managed Retirement Trust Fund Income Class I	SM1FI	SM150	Target-Date 2030+