

Exchange media group

Exchange Media Group, Inc.
Employee Handbook

This employee handbook contains information and policies for Exchange Media Group, Inc., a Tennessee Corporation. Exchange Media Group is referred to as EMG.

This handbook in no way constitutes an employment contract for any employee.

It is the policy of the company that all team members who do not have a written employment agreement are employed at the will of the company for an indefinite period.

Team members may resign from the company after proper notice and may be terminated by the company at any time, for any reason, with or without notice.

The company regularly reviews and revises its policies, practices and benefits; and, the company may change the policies, practices and benefits outlined in this handbook when it deems necessary.

After reading the handbook, initial each page and fill out the last page. Return to HR to place in your personnel folder.

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EMG GENERAL RULES

1. Being ready to begin work on time is extremely important. Being late or unexpectedly absent can be disruptive in an organization in which each person is important. If you are out sick, call your team leader as quickly as possible. If you are running late, let your team leader know. Being late a second results in a deduction of one hour from your vacation time.
2. We work as a team and live as a team. As an aid to efficiency, and in consideration for our team members, it is important that we keep our work areas neat and clean.
3. The possession or use of alcohol or illegal drugs on company premises, or working under the influence, are prohibited.
4. Advertisers give us copy for their ads or pre-printed inserts many days in advance of publishing or insertion. These items and their contents are confidential until published. We must not violate this trust. Pre-printed inserts or sections should not be removed from company premises prior to publication.
5. We expect you to hold no outside job that would represent a conflict of interest. You should have the consent of your team leader before accepting any additional or part-time job.
6. You should not accept trips, entertainment or gifts that are offered to you because of your employment.
7. Team leaders are instructed not to co-sign loans for anyone working for them; and in turn, they will not ask you to co-sign a loan for them.
8. Drinks should always have tops attached when sitting on a desk.
9. To ensure that team members receive all their benefits, accurate personnel records are essential. Employment records maintained by the HR are confidential records. All team members should notify HR if you have changes such as: home address or phone number, legal name, marital status, number of dependents, beneficiary or emergency contact.
10. All team members should use the dot board to show whether or not they are in the office (except Saturday).
11. Anytime an employee is absent from work during normal working hours, an online green card should be completed. The green card should be completed the day before or day of absence. www.exchange-inc.com/resources
12. All team members are issued a key to the rear door for their ingress and egress.
13. Heating and cooling thermostats should not be changed.
14. The kitchen is cleaned by all team members on scheduled basis. Please check the bulletin board as to when you are scheduled to clean the kitchen.

EMPLOYEE DEFINITIONS

EMPLOYMENT STATUS

Team members at the company are classified as Full-time, Part-time, Seasonal, and temporary. In addition, each Employee will be classified as nonexempt or exempt.

Full-time Team members

Full-time Team members are those who are normally scheduled to work and who do work a schedule of 32 or more hours per week.

Part-time Team members

Part-time Team members are those who work less than 32 hours per week. These Team members are not eligible for company benefits, except those mandated by law.

COMMENCING EMPLOYMENT

Hiring

The general policy of EMG is to hire, promote, and otherwise employ people on the basis of their job qualifications and individual merit.

Employment of Spouses

Company policy prohibits spouses or anyone living together from working in the same department where one of the individuals has supervisory responsibility; one of the individuals could not be permitted to work for the company when, in the company's opinion, it interferes with efficiency or businesslike operations. In the event two team members marry or start living together, and either of the above conditions exist, one individual will be asked to resign. The company requests that it be informed as soon as possible when an employee decides to live with another employee of the company.

Specific Exceptions Requiring Approval

The only instances in which restrictions can be imposed on such arrangements involve the following situations:

- A Team Leader/subordinate relationship is created between two related persons within the same operating unit; or
- A real or perceived conflict of interest exists because of the employment of individuals with close relationships at certain levels of the company or in positions where one of the team members exercises or appears to have influence over the other's compensation, performance evaluation, or job security.

To avoid any hint of favoritism or discrimination, Management must approve the employment of spouses, people living together or relatives in these situations in writing.

Remedies for Exceptional Situations

In certain situations, it is advisable or necessary for one of the related team members to request a transfer or reassignment of duties. All reasonable efforts will be made to honor such a request. Generally, it is left to the affected parties to decide how they want to resolve the situation. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage. This policy applies to hiring and employment decisions affecting all job classifications, including regular, temporary, Part-time, and seasonal positions. These restrictions also are applicable when assigning, transferring, or promoting an Employee.

PAYROLL

Working Hours & Schedule

EMG is normally open for business Monday through Friday from 8:00 A.M. to 5 P.M. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short term or long-term basis. We expect all sales representatives to work from 8:00 A.M to 5 P.M. and any additional time required for them to complete their job.

Hourly Paid Team members: The normal work week for hourly paid team members is 40 hours. Hourly paid team members will be paid their regular hourly rate for all time worked up to 40 hours per week, and will be paid one and one-half times their regular hourly rate for all hours worked in excess of 40 hours per week (Work time includes the use of accumulated sick and vacation hours).

Salaried Team members: Salaried team members and others who are exempt from the overtime provisions of the Fair Labor Standards Act normally work the amount it requires to accomplish their job.

Overtime

Hourly Paid Team members: You must receive authorization from your supervisor to work overtime. Team members are responsible for keeping accurate records of all hours (straight and overtime) worked each week.

Savings Plan

After 90 days of employment, full-time team members are eligible to participate in the company's savings plan. Details of the plan are available through HR. Withdrawal of funds from the savings plan may be made no more often than one time during a 60-day period.

Employee Advertisement or Website

Full-time and part-time team members may place word ads free of charge. Word ads must be below 21 words in length to be free. Free word ads can be income producing. Display ads are billed at the 52 week rate. Full-time team members are allowed to run a 2x3 ad each month for free for an immediate family member's birthday, thank you, anniversary, or any other ad of this nature. Free display ads cannot be income producing. All Creative and Digital Services' work for team members will be discounted 20%. For websites, the team member would be responsible for paying the full \$55/month subscription.

Meal & Rest Period

Full-time and Part-time Team members will be given an uncompensated meal period of at least 30 minutes. Normal lunch time is 11 AM – 2 PM. Team leaders must approve a lunch schedule outside of that time period.

Payment of Wages

You will be paid each Friday by direct deposit. You will need to inform HR anytime your designated bank account changes for direct deposit. The pay week is from Wednesday through Tuesday. Federal and state tax regulations require the company to withhold and submit to the government income taxes based on tables furnished by them. The deduction on your pay stub marked FICA and Medicare meets the requirements of the Social Security Act. You and the company pay equal amounts: only the amount you pay is indicated on your itemized deduction check stub. In addition to the deductions required by regulation, you may elect to have payroll deductions for savings, insurance, and/or 401(k) Retirement Plan. If a regular payday falls on a holiday, Team members will be paid on the next workday. Commissions paid on sales for niche publications will be paid no later than 2 weeks from the distribution of

the product. Non-weekly paid incentive pay will be calculated once the financials are completed for the period they are based. This normally happens within 3 weeks of the last day of the accounting period.

Sales representatives do not receive mileage reimbursement if they are off for vacation or sick time or for holidays.

Note: Sales team members that are paid by commission and may have deductions from their commission to pay for any account that does not pay their balance due within 30 days of billing or EMG has to write off the account's balance. The compensation previously paid for the account is deducted.

If there is an error in your check, please report it immediately to HR.

CIVIL RIGHTS

It is the policy of the company to comply in every respect with Title VII of the Civil Rights Act of 1964, as amended. No employee will be subjected to any discipline or disparate condition of employment because of his or her gender, race, color, national origin, religious affiliation, veteran status, disability or any other legally protected class.

No employee will be the subject of harassment or disciplinary action because of rejection of sexual advances by a supervisor or other employee, or because he/she reports such advances. Where it is determined that such conduct has occurred, the strongest possible discipline will be administered to the offending individual. Any sexual advances made by a supervisor or other employee should be reported immediately to HR. It is the responsibility of HR to investigate any such complaints.

PERSONNEL

SUGGESTIONS, COMPLAINTS AND QUESTIONS

Suggestions for improving EMG and its operation are welcomed. Many suggestions are made verbally in the course of the day's work. Those that involve a marked change in practices or policies should be submitted in writing to your supervisor, and if they involve another department, to the CEO. All team members are urged to submit suggestions. Complaints should be directed to your supervisor. If no response is made within a week, or if the response is unsatisfactory, repeat the complaint in writing and give copies to the supervisor and CEO. Questions are encouraged, not only about the operations of your own department, but also those of other departments.

Promotions

EMG believes that our team members are our most important asset. We are committed to training and career development to help our team members prepare for advancement. We favor promoting our own team members when possible.

Evaluation and Selection Criteria

Promotions are based on job-related criteria. Team members are evaluated for promotion based on a review of how their qualifications, including their skills, knowledge, abilities, experience, and educational backgrounds, match up with the essential requirements and functions of the job in question. In addition, other factors that normally are considered include disciplinary records, previous performance evaluations, previous merit increases, attendance, interpersonal skills, aptitudes, interests, leadership potential, and Team Leader recommendations.

Promotions Based on Merit

EMG is an equal opportunity employer and discrimination in our promotion decisions is prohibited. All promotions are awarded to the best-qualified candidate, without regard to race, sex, religion, national origin, age, or handicap. Although we prefer to promote our own team members, management reserves the right to hire from outside the organization when outside applicants more closely meets our needs.

Punctuality & Attendance

All team members are expected to maintain satisfactory attendance and report to work on time every day. Unscheduled absences, late arrivals, and early departures must be kept to a minimum. EMG may require a doctor's certificate justifying absences due to illness or injury when Sick Time is used by the employee. When team members will be late reporting to work without prior approval, they must notify their Team Leader within 15 minutes of the scheduled starting time. If possible, team members must call personally and speak directly with the Team Leader. Team members should not rely on friends, relatives, or co-workers for communicating their absence to the Team Leader. Team members who will be absent for an indefinite period due to illness or emergency must inform their Team Leader and keep the Team Leader informed of when they likely will return to work. Every time you are absent or late, or leave early, you must provide your Team Leader with an explanation. You must also inform your Team Leader of the expected duration of any absence. Excessive absenteeism may lead to disciplinary action up to and including termination of employment. Other continuing patterns of absences, early departures, or tardiness, regardless of the exact number of days, may also warrant disciplinary action. If you fail to report for work without any notification to your Team Leader, you may be considered to have abandoned your employment. Regular attendance and promptness are considered part of each Employee's essential job functions. Full time team members will lose a vacation hour when late to work and if they have no vacation time; an hour of wages will be deducted from their weekly check.

Business Ethics / Conflict of Interest

EMG maintains high ethical standards and professionalism in conducting its business affairs and expects the same commitment from each Employee. The intent of this policy is that each Employee will conduct the Company's business with integrity and comply with all applicable laws in a manner that excludes considerations of personal advantage or gain. All Team members must avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Company or which adversely affects the Company's reputation. Management reserves the right to determine when a conflict of interest has occurred. Necessary actions will be taken to resolve the situation, including termination of Employment. Team members must disclose actual or potential conflicts to management as soon as they become aware of them. Consult your Team Leader if you need clarification of this policy.

Outside Employment

EMG strongly discourages Team members from seeking additional employment during their off hours. Team members are required to obtain Management approval of outside employment. Outside employment may not be obtained with a customer, vendor, seller of products to the industry, or a competitor of EMG. EMG does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime. This position should not create a conflict of interest with your employment with us nor should it be permitted to, in any way, interfere with your performance.

Employment at Will

Your employment by EMG is an at-will employment, which means that you or EMG may terminate your employment for any reason, with or without cause or notice, at any time. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment at will. No Supervisor or Employee of EMG shall have any authority to enter into an employment agreement express or implied with any Employee providing for employment other than at-will. With the exception of employment at will, terms and conditions of employment with EMG may be modified at the sole discretion with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

Corrective Action

Guidelines

In order to provide the best possible work environment, Team members are expected to conduct themselves in a professional manner. In the event an Employee demonstrates inappropriate behavior in the workplace, Corrective Action guidelines may be followed. Corrective action may be used when a violation or problem does not warrant immediate dismissal, and where management has determined that the Employee should be given the opportunity to correct the violation or improve his or her performance to an acceptable level.

Procedure

The Company may exercise its discretion to utilize forms of corrective action that are less severe than termination. These include verbal warning and written warning. Additionally, nothing in this policy alters the Employee's "at will" employment relationship.

CLIENT COMPANY FACILITIES

Operation of Company Vehicle

The use of Company-owned, Company-leased, and rental of vehicles for Company business are limited to authorized Team members. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management. All Team members authorized to drive Company-owned or Company-leased vehicles or to rent vehicles for use in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Team members must obtain any specific, state-required permits or licenses necessary to operate Company-owned or Company leased vehicles. Any change in license status or driving record must be reported to management immediately. From time to time, the Company or its insurance carrier will request reports from the relevant government agencies regarding the license status and driving record of Team members whose job responsibilities include driving. In the event that the license status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that Employee may be restricted from driving, reassigned, suspended, or terminated, at management's discretion. A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive too fast or recklessly. Certain Team members may drive their own personal vehicles while conducting Company business. These Team members must maintain adequate personal automobile liability insurance. Team members doing so should promptly submit an approved expense report detailing the number of miles driven on Company business. In certain circumstances, the Company will pay mileage reimbursement in accordance with applicable reimbursement rates or sales reps may be paid by a predetermined rate based on a set chart correlated to price per gallon of gas. Team members are expected to observe the above policies while on Company business, even if driving their own personal vehicles. For further clarification of this policy, please see your Team Leader.

Use of Stationary & Mail Services

All engraved or printed Company stationery, envelopes, and other work materials are for Company business only. These materials may not be used for personal correspondence or non-business matters. When signing business letters on EMG's letterhead, the Employee's name and title or position must be used. Team members are requested not to send or receive personal mail using the Company's mail services. Team members will be asked to reimburse the cost of postage for non-business related materials sent through the Company's mail services. Team members should not have personal packages or letters delivered to our offices.

Non-Disclosure, Computer & Email Usage

The protection of confidential organizational information, client and vendor information is vital to the interests and the success of EMG. Such confidential information includes, but is not limited to, information on vendors, clients and practices to EMG. Team members who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Computers, computer files, the E-mail system, and software furnished to team members are EMG property intended for business use. Team members should not use a password, access a file, or retrieve any stored communication without authorization. Team members should not use Company issued computers, tablets or phones for personal use and must return them immediately if requested to do so by EMG. EMG strives to maintain a workplace free of harassment and sensitive to the diversity of its team members. Therefore, EMG prohibits the use of computers, tablets, phones and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Team members should notify their immediate Team Leader, the Office Manager or any member of management upon learning of violations of this policy. Team members who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Employee Property

Team members should not bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. The Company assumes no responsibility for the loss, theft, or damage of Team members' personal property.

Visitors

Friends and relatives should be asked not to visit Team members during working hours. Unattended children are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives, and clients are not permitted in areas restricted to Team members only, unless authorized by management.

Employee Parking

The Company will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on Company property.

Telephones

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls and texting, both incoming and outgoing, must be kept to a minimum and must not interfere with your duties and responsibilities or the Company policies. Team members should only use personal cell phones while on break. If you use your personal cell phone during work hours, the company reserves the right to ban your cell phone from the office.

Smoking Policy

Team members, clients, vendors, and other guests are not allowed to smoke in Company facilities at any time. Smoking is not allowed in client areas, Company vehicles, or in restrooms. In addition, Team members are not permitted to smoke within 20 feet of any building entrance unless they are in a designated smoking area. Smoke breaks should coordinate with your 15-minute break in the morning or afternoon.

Solicitations

Fund solicitations are not permitted in the building from outside vendors. Employees may send out fundraiser information through the Random Slack Channel.

Credit Cards

Team members that are issued credit cards may use the credit card to pay for approved expenses. Any excess charges will be deducted from the employee's paycheck. Team members should turn in all receipts to HR that correspond to charges on their credit card or the charge will be deducted from the employee's paycheck.

Dress, Company Apparel and Grooming

This policy provides general dress and grooming guidelines for team members. Team Leaders are responsible for applying and enforcing this policy within their departments.

In applying the dress code guidelines, Team Leaders must:

- Make reasonable accommodations for dress or grooming directly related to team members' religion, ethnicity, or disabilities. Team members should discuss any accommodation needs with their Team Leader or a human resource representative.
- Specify any additional or alternative requirements necessary for reasons of employee safety or public health.

EMG requires all team members to present a professional image to the public and clients. Accordingly, each employee is required to wear appropriate business attire while at the office or conducting EMG business.

The entire EMG team wears **company t-shirts and blue jeans on Monday**. On Tuesday - Friday, an **EMG top is required to be worn with dress pants, dress, or skirt** for any team members that might or will be in contact with customers or prospects. Team members that don't have visual contact with clients and prospects may wear a company t-shirt every day of the week as an alternative to an embroidered EMG shirt. They may wear blue jeans with a t-shirt. Farmers' Exchange reps may wear blue jeans any day of the week, but the previously mentioned top requirements apply. New team members receive a Short Sleeve Polo in Electric Blue. New team members will receive a \$100 credit on their first order and are responsible for the remainder of their apparels' costs. The company places an apparel order each quarter for approved clothing. EMG team members may have a solid black or white top with a collar embroidered with the Exchange Media Group logo. The team member is responsible for embroidering service costs for this option and must use our logo provided and approved by Creative Services.

The following are general guidelines for our company's dress code:

Clean, pressed, properly fitting business casual attire is appropriate.

Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible.

Shoulders and torso should be completely covered at all times.

Legs should be covered to the knee.

Sideburns, moustaches, and beards should be neatly trimmed.

Good personal hygiene must be maintained.

Use perfume or cologne sparingly or not at all, many individuals are sensitive to various scents.

The following are some examples of inappropriate dress at all times:

- Faded and/or tattered/torn jeans; t-shirts displaying advertising or writing
- Faded overalls, cotton/fleece pants and jogging suits, shorts, tank tops or recreational attire
- Clothing with spaghetti straps; clothing revealing bare backs, midriffs or shoulders; or any revealing or provocative clothing.

Never Acceptable In A Corporate Environment:

- Leggings
- T-shirts (may be worn by graphic artists, distribution team members and certain days by all team members designated by the company)
- Exposed shoulders
- Bare midriffs
- Low-cut garments front or back
- Hats, caps (excluding Farmers' sales reps)
- Ripped or tattered clothing
- Extremely tight-fitting blouses, short skirts or other suggestive clothing
- Jeans (excluding Farmers' sales reps, graphic artist, distribution team members and certain days by all team members designated by the company)
- Shorts
- Flip Flops

Travel Expense

AUTOMOBILE MILEAGE

Team members who are authorized to use a personal vehicle in their work will be reimbursed for driving at applicable reimbursement rates. Mileage reimbursement only applies to days you are actually at work. Team members are reimbursed for transportation, lodging, meals, and certain incidental expenses while traveling on legitimate business for EMG.

Transportation

Team members should fly in coach class. EMG does not pay for in-flight movies or beverages. Team members can use any frequent-flyer mileage earned for their own non business travel. If a rental car at the destination is approved, team members should rent a mid-size or smaller car. Taxicab fares are reimbursed; receipts are required for any fare in excess of \$15.

Lodging

Team members are reimbursed for hotel room rates and all applicable taxes. Team members are expected to exercise judgment in selecting a hotel that is convenient, but not extravagant. EMG does not pay for in-room movies or use of a hotel fitness facility.

Meals

Team members are paid a per diem a day for meals, including gratuities. No receipts are required. The per diem may be reduced on days of travel to and from the destination when the employee is not away from home. Farmers' EMG team members and company managers may use their company credit card to pay for breakfast and dinner when traveling on overnight trips. EMG will pay for only two regular size alcoholic beverages per meal. It is against company policy to operate a company vehicle once you have consumed an alcoholic beverage.

Substantiation and Repayment

Team members must submit an Expense Report Form within 30 days of the completion of travel. Receipts for transportation, meals and lodging must be attached. Reimbursement checks will be completed and delivered within 7 days of receipt or included with the team members direct deposit check.

BENEFITS

Medical Insurance

Full-time team members may participate in a medical insurance plan offered through the company. Medical insurance may be carried by the employee on an individual or family basis. The EMG pays the premium for coverage up to the monthly cost of 60% of the premium. Excess insurance charges will be handled by payroll deduction. Specific information on the medical plan may be obtained from HR. Coverage under the medical plan begins on the first of the month following 90 days of employment for those team members who wish to participate. Provisions of the medical coverage are subject to change at the discretion of the company.

401(k) Retirement Plan

All full-time team members are eligible to participate in the 401(k) Retirement Plan. Following one year of service, the employee may elect to contribute to the 401(k) plan and is eligible the first day of each quarter after the one-year service. EMG will match employee contributions (100% of the participants' first 3% of wages and 50% of the next 2% of wages) . Contact HR for details, enrollment, and other information regarding the 401(k) Retirement Plan.

Holidays

EMG observes the following paid holidays.

Full-time team members will receive the following holidays:

New Year's Day - Memorial Day - July 4th - Labor Day - Thanksgiving Day (and day after) - Christmas Day

Any full-time employee required to work on any of the above holidays will be paid their regular straight-time hourly rate for the time worked, in addition to their holiday pay. If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance. NOTE: Due to business needs, some departments may observe holidays on different days. Please see your Team Leader for clarification. To be eligible for holiday pay, you must work the last scheduled day immediately preceding and the first scheduled day following the holiday unless approved vacation time has been scheduled.

Rate of Holiday Pay

Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an Employee's overtime hours of work or overtime premiums. Team members who are discharged or end their employment with the Company will only be paid for unused vacation time. If you are required to work on a designated holiday, you will receive your regular wage for time worked in addition to holiday pay. You must have been employed at the company for 90 days to be eligible for holiday pay.

Birthday Day Off

Each team member will be awarded a paid day off for their birthday. Team members must take their day off on their birthday. When a birthday occurs during a weekend or holiday, the team member should take off the preceding day to the weekend or holiday. Managers will need to ensure their team can perform while they are off. There could be situations where a manager might have to alter their day off. Team members can choose to move their day off if it falls on the week of a holiday and will disrupt their work schedule. It must be used during their birthday month.

Paid Time Off (PTO)

Team members must be in full pay status to earn PTO.

Full-time team members receive annual PTO at the following rates:

Years of Service	Accrual Per Year	Maximum Accrual
0 - 23 Months	15 Days	200 Hours
24 - 59 Months	20 Days	240 Hours
60+ Months	25 Days	300 Hours

If you work forty (40) hours or more per week you are entitled to PTO at the rates set forth above but accrued on a prorated basis. Employees working less than forty (40) hours per week, and non-employees such as contractors and temporary workers, are not entitled to PTO.

PTO continues to accrue according to the above schedule until the maximum accrual has been reached. At that time, no further PTO will accrue until you have used some portion of your accrued paid time. You should submit PTO requests to your team leader as far in advance as possible. Should circumstances compel a change in plans, you must notify your team leader.

Although the Company will make reasonable efforts to accommodate your requests in the scheduling of PTO, all PTO will be scheduled subject to Company needs. Employees need to report their time off in increments of no less than one (1) hour.

The Company does not have a separate “comp time” policy and managers cannot give you extra PTO time.

If your employment is terminated, you will be paid for all accrued, unused PTO.

Maternity Leave Policy

Team members with less than 5 years of tenure will receive 8 paid weeks of maternity leave. Team members with 5 years and greater will receive 12 paid weeks of maternity leave. Your weekly wage during your time off will be calculated by averaging your last 13 paychecks. During maternity leave, you will earn sick/vacation time, 401(k) and health insurance as if you are at work.

Personal Leave of Absence

A leave of absence is an extended period of time absent from work without loss of employment. The Company has a policy of granting personal leaves of absence for compelling reasons. The Company up to a maximum of 30 days may grant a personal leave of absence. An extension beyond 30 days may be considered in the event of serious or extenuating circumstance.

Eligibility

Full-time Team members are eligible for personal leave upon approval. The granting of leave and terms and conditions of the leave will be determined on a case-by-case basis at the sole discretion of management.

Rate of Pay

Personal leaves are without pay.

Health Insurance

Team members may choose to pay their entire premium in order to retain health insurance. This would include the 40% portion of the health insurance premium they normally pay and the 60% the company pays. See Use of Accumulated Time below for an alternative.

Use of Accumulated Time

Approved Personal Leave is unpaid time; however, team members may utilize all accumulated sick or annual leave hours during the approved leave. Team members may spread out their vacation and sick time to cover their 40% portion of their health insurance premiums. For example, if a team member has a combined 40 hours of sick and vacation time, the team member may use the minimum amount of sick and vacation time each week to cover their 40% portion of their health insurance premium. If their hourly rate is \$10 per hour, they would have \$400 to use towards their portion of the premium. If their premium portion each week was \$50, the employee would be able to retain health insurance for 8 weeks. After 8 weeks, the employee could retain health insurance by paying 100% of the premium or drop health insurance coverage. An employee's last hourly rate would be used except for sales reps. To determine a sales rep's hourly rate, the company will calculate and use their last 52 weeks' average hourly rate.

Notification

Excluding extraordinary circumstance, a written request for a personal leave of absence providing full explanation of the circumstances, must be presented to the Employee's immediate Team Leader at least 30 days before the start date of the leave of absence. Failure to report to work on the first day after the expiration of the leave of absence without advance notification and approval, or the taking of another job may be considered a voluntary resignation of employment.

Reinstatement

Team members are hereby notified that the Company does not guarantee reinstatement following a personal leave. However, the Company will offer Team members returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

Jury Duty

Full-time team members who are called for jury duty will receive their regular salary and may keep their jury duty pay. Team members on jury duty will be expected to do whatever work they reasonably can handle while on call. Team members should notify their supervisors when called for jury duty.

Military Leave of Absence

Full-time team members called to emergency active duty in military service will be compensated for the difference in their military pay and their regular straight-time pay. This policy is intended to cover short duration call-ups to duty.

Full-time team members required to serve a period of active duty each year may turn in their military pay and receive their regular salary (for a period not to exceed two weeks), or take vacation or leave of absence and keep their military pay.

Death Leave

In the event of death in the immediate family (defined to be spouse, child, parent, sibling) of a full-time employee, that employee may receive up to two days time off (three days if travel for funeral requires more than a 250 mile trip from Fayetteville) with pay to attend the funeral. Should you need more time off, annual leave time may be used and this should be discussed with your supervisor.

Snow Days

In case of such absence, the employee will be given the opportunity to make up work within the same pay period, take vacation time or not be paid for hours of work missed.

Workman's Compensation

EMG provides Workman's Compensation as set forth by law. This means that hospital, ambulance, medical expenses and part of your salary will be paid through this coverage if you are injured on the job. Any on-the-job injury should be reported to your supervisor immediately.

Health and Safety

It is the policy of the EMG to provide a workplace as safe and healthy as possible, but safety is also the responsibility of every employee. Developing safe working habits is essential for your own protection and the protection of your fellow team members. Therefore, you should always:

- Wear safety equipment wherever it is necessary.
- Give your equipment the best possible care.
- Report faulty equipment immediately to your supervisor.
- Use great care when lifting heavy objects.
- Walk! Never run through the building.
- Do not indulge in "horseplay".
- Do not operate a machine without authorization.
- Familiarize yourself with the location of fire exits and fire equipment around the building.

If you have an accident, no matter how small, you must report it to your supervisor immediately.

The company recognizes the need to provide information on hazardous chemicals used in the workplace. Though the company uses few of these chemicals, information, including Material Safety Data Sheets, on these chemicals and products are maintained for your inspection.

A WORD IN CLOSING

Ultimately, it is the customer who pays all our wages. Customers come back for repeat orders if we give them quality products on schedule at reasonable rates. When performing your job, keep in mind that the customers are not dependent on us, we are dependent of them. This handbook is the personnel policy for the EMG. Keep it handy for it may prove helpful as questions may arise.

You are a member of OUR team.

Thank you for choosing the EMG as your workplace.

RECEIPT / ACKNOWLEDGMENT

This handbook is provided to you for information and immediate reference.

Please read it carefully and completely. Policies included in this handbook are subject to unilateral change by the Company from time to time.

Please acknowledge receipt of this handbook by signing and returning this page to HR in our Fayetteville office.

Your employment is at will. This means you are free to terminate your employment at any time, for any reason, and the Company retains the same rights.

I have received a copy of this handbook and/or addendum and understand it is my responsibility to read or have it read to me.

If I have any questions regarding this handbook, I understand that it is my responsibility to ask my Team Leader or other member of management about them. I recognize it is my responsibility to review the policies, practices, standards, and rules it contains, and I agree to comply with them during my employment at EMG.

I understand the information in this Handbook is intended to acquaint Team members with general policies, principles, standards, and procedures, and does not represent a contractual commitment by the Company concerning terms of employment or other matters. The Company is free to act according to the best business judgment of its management and to change, interpret, withdraw, or add to the policies, procedures, and standards described in this handbook at anytime without prior notice, consideration, or approval by an Employee. Amendments to any other part of this handbook may be issued by appropriate means of communication.

I further understand that this handbook is not a contract between my employer and me nor is it a guarantee of any specific policies, procedures, standards, rules, or length of employment. I understand that my employment is considered “employment at will” unless I may have otherwise entered into a contractual agreement with the owner or other properly designated Company official with actual authority to enter into such an agreement and that it must be in writing, directed to me personally and signed by him/her. My Team Leader or other member of management can clarify current, specific details of the topics covered in this handbook addendum.

I further understand that I will be responsible for complying with future changes in such policies, practices, standards, and rules.

Date _____

Employee Signature _____

**Employee
Name Printed** _____

Employee Internet and Computer Use Agreement

Name (Please Print) _____

EMG, Inc. _____ Date _____

EMG, Inc. agrees to allow the employee identified above (“Employee”) to use the EMG, Inc.’s technology to access the Internet and use EMG Inc.’s computers under the following terms and conditions:

1. **Conditional Privilege:** The Employee’s use of the EMG, Inc.’s access to the Internet and computers is a privilege conditioned on the Employee’s abiding by this agreement.
2. **Acceptable Use:** The Employee agrees that in using the EMG, Inc.’s Internet access and computers he/she will obey all federal and state laws and regulations. Internet access and computers are provided as an aid to team members to enable them to better perform their job responsibilities. Under no circumstances shall an Employee’s use of the EMG, Inc.’s Internet access or computer interfere with, or detract from, the performance of his/her job-related duties.
3. **Penalties for Improper Use:** If the Employee violates this agreement and misuses the Internet or computers, the Employee shall be subject to disciplinary action up and including termination.
4. **“Misuse of the EMG, Inc.’s access to the Internet” and computers includes, but is not limited to, the following:**
 - a. using the Internet or computers for any activities deemed lewd, obscene, vulgar, or pornographic as defined by prevailing community standards;
 - b. using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
 - c. posting anonymous messages on the system;
 - d. using encryption software;
 - e. wasteful use of limited resources provided by EMG, Inc., including paper;
 - f. causing congestion of the network through lengthy downloads of files;
 - g. vandalizing data of another user;
 - h. obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
 - i. gaining or attempting to gain unauthorized access to resources or files;
 - j. identifying oneself with another person’s name or password or using an account or password of another user without proper authorization;
 - k. using the network for financial or commercial gain without EMG, Inc.’s permission;
 - l. theft or vandalism of data, equipment, or intellectual property;
 - m. invading the privacy of individuals;

- n. using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- o. introducing a virus to, or otherwise improperly tampering with, the system;
- p. degrading or disrupting equipment or system performance;
- q. creating a web page or associating a web page with EMG, Inc. without proper authorization;
- r. attempting to gain access or gaining access to records, or files of other team members not under their jurisdiction;
- s. providing access to the EMG, Inc.'s Internet Access to unauthorized individuals;
- t. taking part in any activity related to Internet or computer use which creates a clear and present danger of the substantial disruption of the orderly operation of EMG, Inc.;
- u. making unauthorized copies of computer software;
- v. personal use of computers during work time;
- w. installing software on computers without prior approval of supervisor or his/her designee;
- x. deleting browser history or files without prior approval of supervisor;
- y. loading or downloading of personal files onto a EMG, Inc's computer;

5. Liability for debts: Staff shall be liable for any and all costs (debts) incurred through their use of the EMG, Inc.'s computers or the Internet including penalties for copyright violations.

6. No Expectation of Privacy: The Employee signing below agrees that in using the EMG, Inc.'s computers and Internet through the EMG, Inc.'s access, he/she waives any right to privacy the Employee may have for such use. The Employee agrees that EMG, Inc. may monitor the Employee's use of the EMG, Inc.'s Internet Access and computers and may also examine all system activities the Employee participates in, including but not limited to e-mail, voice, and video transmissions, to ensure proper use of the system.

7. Signature: The Employee, who has signed below, has read this agreement and agrees to be bound by its terms and conditions.

Employee's Signature: _____ Date _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby made and entered into this the _____ of _____ 20____ by and between **EXCHANGE MEDIA GROUP, INC.** ("Employer") and _____, whose _____ address _____ is _____ ("Employee").

1. *Effective Date/Employment/Termination.* This Employment Agreement shall become effective, and the term of employment shall begin on the ____ day of _____ 20____. Employer hereby employs Employee to perform such duties as are normal and customary in the conduct of its business carried on by Employer and to perform such other duties as may be assigned to Employee by Employer through its agents and officers. For the purposes of this Section 2, Employer's business shall include, but not be limited to, newspaper publication and advertising, as well as advertising and publication in other mediums including, but not limited to, cable, radio, television, outdoor advertising, print and internet sales. Employee shall devote his/her entire working time to Employer's business. The Employee's initial employment shall be in the position of _____. This Agreement shall continue to govern the rules of employment between the parties, even if the Employee's position and duties are modified. Employment may be terminated by either party, and it is expressly understood that Employer may terminate the employment of Employee with or without cause. Upon termination for any reason, Employee shall be entitled to receive only the compensation accrued but unpaid as of the date of termination and shall not be entitled to additional compensation except as expressly provided in this Agreement.

2. *Compensation.* Initially, Employer hereby agrees to pay Employee _____ (weekly, etc.) during the term of this Agreement, \$_____ per _____. All compensation shall be subject to the customary withholding tax and other employment taxes as required with respect to compensation paid by a corporation to an employee.

3. *Employer's Authority.* Employee agrees to observe and comply with the rules and regulations of Employer, either orally or in writing, respecting performance of his/her duties and to carry out and perform orders, directions and policies stated by Employer by and through its agents and officers to Employee from time to time, either orally or in writing.

4. *Employer Protected Information/Protection of Trade Secrets.* Employee covenants and agrees that he/she will not during the term of this Agreement, or thereafter, directly or indirectly, for his/her own account, or as an employee, officer, director, partner, joint venturer, shareholder, investor, consultant or otherwise, disclose to others or use for his/her own benefit or cause or induce others to do the same, any Employer Protected Information. "Employer Protected Information" for the purposes of this Agreement shall mean any proprietary, confidential or secret information or documents of or pertaining to the operations of Employer, including but not limited to, any and all trade secrets (as defined in the Tennessee Uniform Trade Secrets Act), pricing information, project proposals, financial data, supplier information, customer lists and records, methods or operations, services, tax records, personnel history, promotional procedures, confidentiality agreements, and business plans of Employer and all other information that was developed by or originated with Employer for its own use (including any such lists, proposals, methods or operations, services, or plans developed by Employee pursuant to the terms of this Agreement), other than such information that is readily ascertainable from public or published information or trade sources (provided that Employee is not responsible, directly or indirectly, for such secrets, information or processes otherwise entering

the public domain without Employer's consent). Upon termination of this Agreement for any reason, Employee shall deliver all documents, tangible and intangible items, and any other items containing any Employer Protected Information (including but not limited to any computer records or electronic or mechanical representations of any records related to Employer's business), to Employer without making or retaining copies or notes of such information.

5. *Non-Competition and Non-Piracy Covenants of Employee.* In consideration of employment by Employer of Employee, the on-job training that Employee will receive thereunder, the covenants of Employer contained herein, and in recognition of the fact that Employer is engaged in a service business, involving personal relationships, and that Employer has a legitimate interest in protecting its Employer Protected Information (including, but not limited to its trade secrets and confidential information) from unfair competition, Employee acknowledges and agrees that Employer's customers, potential customers, and lists of customers are valuable, special and unique assets of Employer, and that Employee, by virtue of his/her employment, will acquire access to such Employer Protected Information, the use of which by a competitor could result in unfair competition, serious damage and/or injury to the business interests of Employer. Employee agrees that, during the term of his/her employment by Employer, Employee shall serve the customers of Employer in a representative capacity only, and that on termination of employment with Employer for any cause or reason whatsoever, Employee will not, for a period of two (2) years thereafter (the "Non-Competition Period"): (a) engage, or be employed, directly or indirectly, for his own account, or as an employee, officer, director, partner, joint venturer, shareholder, investor, consultant or otherwise, in any aspect of the publication and advertising business (including, but not limited to, newspapers, radio, television, cable, outdoor advertising, print and internet sales and/or any other competing medium) or any other substantially similar service, either for Employee or for an individual, firm, corporation or other entity within Coffee, Moore, Marshall, Bedford, Franklin and Lincoln Counties of Tennessee, Madison County, Alabama and all contiguous counties (the "Territory"); nor (b) call upon, solicit, service or interfere with or divert in any way any customers served by Employer in the Territory or therein engage or be employed in any aspect of the publication and advertising business (including, but not limited to, newspapers, radio, television, cable, outdoor advertising, print and internet sales and/or any other competing medium); nor (c) divert or interfere with in any way any of Employer's employees or induce any of Employer's employees to leave Employer. In the event that Employee shall violate or otherwise breach the provisions of this Section 5, the Non-Competition Period shall be extended by an amount of time equal to the period during which the Employee is in violation (or otherwise has breached) the provisions of this Section 5.

6. *Scope of Employer Protected Information, Non-Compete and Non-Piracy.* The parties agree that the Employer Protected Information, non-compete and non-piracy provisions are reasonable both as to the time frame and geographic area in order to protect the interests of Employer, especially in light of the substantial economic investment Employer has made in Employee in regard to the on-job training that Employee will receive pursuant to the terms of this Agreement, the exposure and access to Employer Protected Information (including, but not limited to, any and all trade secrets and confidential information of Employer) which Employee will receive (the disclosure of which could result in unfair competition with Employer), and in return for the economic consideration Employee will receive pursuant to the terms of this Agreement. However, in the event that the Employer Protected Information, protection of trade secrets, non-compete, unfair competition or non-piracy sections of this Agreement are held by any Court of competent jurisdiction to be unreasonable, either as to their duration or geographic scope, then the respective section held to be unreasonable shall be deemed reduced in either duration or geographic scope, to the point that it is deemed reasonable.

7. *Injunction/Remedies.* In the event of a breach or threatened breach by Employee of the provisions of the Employer Protected Information, trade secret, unfair competition, non-compete or non-piracy provisions of this Agreement, it is agreed that immediate and irreparable harm would result to Employer by such breach for which legal remedies alone are inadequate to compensate. Therefore, it is agreed that the Employer Protected Information, trade secret, unfair competition, non-piracy and non-competition provisions shall be enforced by an injunction, restraining Employee from violating those provisions. This shall not be construed as limiting Employer from pursuing any other remedies available for such breach, including but not limited to the recovery of money damages. The covenants set forth in Sections 4 and 5 of this Agreement shall continue to be binding on Employee notwithstanding the termination of his/her employment with Employer, regardless of the reason. Such covenants shall be deemed and construed as separate agreements, independent of any other provision of this Agreement. The existence of any claim or cause of action by Employee against Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of any such covenants. It is expressly

agreed that the remedy at law for the breach of any such covenant is inadequate, and that temporary and permanent injunctive relief shall be available to prevent the breach or any threatened breach thereof, without the necessity of proof of actual damages and without the necessity of posting a bond, cash or otherwise. Employee acknowledges and agrees that in the event of the termination of employment for any cause whatsoever, Employee's experience and capabilities are such that Employee can obtain employment in other lines and of a different nature and that enforcement of this Agreement by injunction will not prevent Employee from earning a livelihood or impose any undue hardship, economic or otherwise. Employee acknowledges and agrees that the Employer Protected Information, non-competition and non-piracy covenants shall not establish any right or guaranty for or in Employee to continued employment hereafter with Employer. If it shall be judicially determined that Employee has violated any of his or her obligations pursuant to the terms of this Section 7, then the period applicable to each obligation that Employee shall have been determined to have violated the provisions of this Agreement shall automatically be extended by a period of time equal in length to the period during which such violation(s) occurred.

8. *Applicable Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, and the parties hereby agree that in the event of any suit to enforce or construe any provisions of this Agreement, that the exclusive jurisdiction and venue shall be solely in the appropriate courts of Lincoln County, Tennessee. Furthermore, each party hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that such party is not personally subject to the jurisdiction of said courts, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Agreement may not be enforced in or by such courts.

9. *Severability/Entire Agreement.* Should any provision of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be amended by the parties hereto so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible. The invalidity, illegality or unenforceability of any provision shall not affect in any manner the other provisions herein contained, which remain in full force and effect. This Agreement is the exclusive statement of the agreement among the parties concerning the subject matter hereof. All negotiations, disclosures, discussions and investigations relating to the subject matter of this Agreement are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, relating to the subject matter hereof.

10. *Attorney's Fees.* In the event that Employee breaches the terms of this Agreement and Employer must retain an attorney to enforce Employee's compliance with any of the provisions of this Agreement, to obtain a judicial construction of this Agreement or to secure enforcement of any or all of its rights, including any and all remedies which may be available to Employer, then Employee shall be responsible for all reasonable attorney's fees, costs and expenses incurred by Employer in obtaining such relief, regardless of whether formal judicial proceedings have been instituted.

11. *Acknowledgment of Reading and Opportunity to Consult Counsel.* Employee acknowledges, represents and warrants that Employee has received a copy of this Agreement, that Employee has read and fully understands this Agreement, that Employee has had the opportunity to seek the advice of legal counsel before signing this Agreement and the opportunity to negotiate any or all of its terms (specifically including, but not limited to the Employer Protected Information, trade secret, unfair competition and non-competition provisions) and that Employee has either sought such counsel or has voluntarily decided not to do so and has either negotiated the terms of this Agreement or has voluntarily decided not to do so.

12. *Freedom to Contract/Obligation to Inquire.* Employee hereby represents and warrants to Employer that he/she is free to enter into this Agreement with Employer and that he/she is not currently restricted or prohibited from doing so under any other agreement, contract, or other document entered into with any other party or parties. If Employee has any reason to suspect that a certain proposed disclosure, activity, or position during or after termination of Employee's employment might violate any provision of this Agreement, Employee shall contact Employer prior to making such disclosure, engaging in such activity, or accepting such position and Employer and Employee shall negotiate in good faith to attempt to reach a determination on such matter.

13. *Notification of Future Employers/Notification of Requested Disclosure.* Employee hereby agrees that Employer may, in its sole discretion, notify any future employer of Employee of the existence of this Agreement. Employee agrees that if he/she is served with any subpoena or other compulsory judicial or administrative process

calling for the production or disclosure of Employer Protected Information, he/she will immediately notify Employer in order that it may take such action as it deems necessary to protect its interest.

14. *Non-Disparagement.* Employee further agrees that Employee is specifically prohibited from making any statement or causing or encouraging others to make any statement, oral or written, that defames, disparages or in any way criticizes the personal or business reputation, practices or conduct of Employer, its employees, staff, owners, officers, affiliates or members. Employee specifically acknowledges that this prohibition extends to statements made in connection with any internet or social networking or media site, including but not limited to LinkedIn, Facebook, Twitter, MySpace, Yelp, YouTube or any other social networking or social media site. Employee further acknowledges that breach of this provision would cause irreparable harm to Employer.

In Witness Whereof, the parties have executed this Agreement on the date and year first above written.

EMPLOYER	EMPLOYEE
EXCHANGE MEDIA GROUP, INC. , a Tennessee corporation	By: _____
By: _____ Will Thomas President	Name (printed): _____