



Employment Manual

This Employment Manual contains general information and guidelines and is not intended to be comprehensive or address every application of or exception to the general policies described herein. Please contact Melodye Bishop with any questions regarding the applicability of any policy.

This Employment Manual does not constitute nor should it be construed as a promise of employment or as a contract, either express or implied, between Evolve Media Group, LLC and any of its employees. Nor does this Employment Manual guarantee any fixed terms or conditions of employment.

Evolve Media Group, LLC at its option, may change, delete, suspend, or discontinue parts or the entire manual, at any time without prior notice. Any such action shall apply to existing as well as future employees. Your employment is not for a specific time and may be terminated at will with or without cause and without prior notice, and you may resign from employment at any time. No company representative except for the Owner has the authority to enter into any employment agreement.

Employees are encouraged to review the Employment Manual as often as necessary to remain familiar with its contents. Nothing in this Handbook is intended to infringe on an employee's Section 7 rights under the National Labor Relations Act.

Evolve Media Group, LLC herein referred to as Evolve or "the Company".

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1 INTRODUCTION

This document has been developed by our Executive Staff to familiarize employees with the Company and provide information about working conditions, policies, procedures, and benefits affecting employment at Evolve.

1.1 Changes in Policy

This Manual supersedes all previous employee manuals and memos.

While every effort is made to keep the contents of this document current, Evolve reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to employees.

1.2 Nature of Employment

Employment with the Company is voluntary, and the employee is free to resign at any time, with or without cause. Similarly, the Company may terminate the employment relationship at will, at any time, with or without notice or cause.

Policies set forth in this Manual are not intended to create a contract, nor are they to be construed as constituting or implying any contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of the handbook have been developed at the discretion of management and, may be amended or canceled at any time, at the sole discretion of the Company.

These provisions supersede all existing policies and practices and may not be amended or added without the express written approval of the President of the Company.

2 EMPLOYEE DEFINITION AND STATUS

An “employee” of Evolve Media Group is a person who works for the Company on a wage or salary basis.

2.1 Employment Classification

Our employees are classified as explained below. If you have any questions about these definitions, please consult with your Supervisor.

Non-Exempt and Exempt employees – Federal and state laws exempt certain employees from wage and hour requirements such as overtime. Employees will be notified upon hire, or change of status, of their exemption status.

Full-time – Those employees (1) who are not seasonal, temporary or introductory status, (2) who are regularly scheduled to work the Company’s full-time schedule and (3) who have completed their 90-day introductory period with the Company. Generally they are eligible for our benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-time – Those employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than full-time hours per week. While they do receive all legally mandated benefits (such as Social Security and Workers’ Compensation Insurance), they are not eligible for all of the Company’s other benefit programs.

Temporary – A temporary employee is one who is scheduled to work for a specific period of time and can be either full-time or part-time. Temporary employees do not qualify for any employee benefits or paid vacation.

Introductory – Those employees whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

2.2 Introductory Period for New Employees

All newly hired or rehired employees are required to complete an introductory period of ninety (90) days from the date of hire. The purpose of this introductory period is to allow time for evaluation of your performance and capabilities to achieve a satisfactory level of performance. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Company may end the employment relationship at will at any time during or after the introductory period, with or without cause or advanced notice.

2.3 Work As Directed

While employees are given job descriptions or they may have applied for a particular position at the Company, from time to time we may need our employees to work in other departments or areas. As an employee, it is your responsibility to be available for any reasonable work as directed by the Company. In addition, flexible employees who are able to contribute to the different functions of the various departments are better resources for the Company and ultimately more valuable employees.

3 EMPLOYMENT POLICIES

3.1 Equal Employment Opportunity

Evolve Media Group is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sex, sexual orientation, age, religion, creed, physical or mental disability, marital status, past, current or prospective service in the uniformed services, veteran status, genetic information or any other characteristic protected under applicable federal, state or local law. Evolve expressly prohibits any form of unlawful harassment directed at its employees.

3.2 Anti-Harassment Policy

Evolve Media Group does not condone workplace harassment. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Complaints regarding workplace harassment should be directed to Vice President of Operations or Controller. Unlawful harassment is prohibited both at the workplace and at employer-sponsored events.

3.3 Political Activities in the Workplace Policy

Evolve Media Group encourages all of its employees to take an active interest and participate in political events. However, any political activities may not be conducted on facility premises and employees should never identify themselves as a representative of the Company when engaging in any political activity. Employees should ensure that their participation in political activities in no way reflects unfavorably on the Company.

3.4 Sexual Harassment Policy

Evolve Media Group does not tolerate sexual harassment. All Company employees, other workers and representatives (including vendors and visitors) are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including that individual's status as a transgender or transsexual individual) and regardless of the harasser's sex or gender. Sexual harassment may include harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating working environment and prevents an individual from effectively performing the duties of their position. Complaints should be directed to Vice President of Operations or Controller.

3.5 Anti-Retaliation

No one will be subject to, and Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reports or complaints of incidents of discrimination or potential non-compliance with state, federal, or local laws of any kind, or cooperating in related investigations.

Company is committed to compliance and enforcing its policies against all forms of discrimination and harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report discriminatory conduct, Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action. Employees are not required to report conduct protected by Section 7 of the National Labor Relations Act.

3.6 Reporting Potential Non-Compliance

If you are subjected to any conduct or witness any conduct you believe violates Company's policies, state, federal, or local laws, you must promptly contact Vice President of Operations or Controller via telephone or e-mail as soon as possible following the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be discriminatory conduct, please immediately contact Vice President of Operations or Controller. These individuals will ensure that a prompt investigation is conducted.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Company will directly and thoroughly investigate the facts and circumstances of all claims and will take prompt corrective action, if appropriate.

Additionally, any or supervisor who observes any conduct they believe violates Company's policies, state, federal, or local laws must report the conduct to Human Resources so an investigation can be made and corrective action taken, if appropriate.

This policy applies to all areas of potential non-compliance with Company's policies and all applicable local, state, and federal laws. Employees are not required to report conduct protected by Section 7 of the National Labor Relations Act.

3.7 Americans with Disabilities Act and the ADA Amendments Act

It is the policy of Evolve Media Group to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA), all applicable and relevant state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Evolve will not discriminate against any qualified employee or job applicant with respect to application

process, hiring, training, compensation, termination or any other terms, privileges, or conditions of employment because of a person's physical or mental disability.

3.8 Accommodations

Evolve will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Evolve will also provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for Company.

If you need an accommodation because of a disability or a religious belief or practice, please submit a written request to Controller.

3.9 Immigration Law Compliance

All offers of employment are contingent on verification of the candidate's right to work in the United States. Prior to the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form.

3.10 Employee Background Check

Prior to making an offer of employment, Evolve Media Group may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and credit check. If information in the background check would lead the Company to deny employment, then the Company will provide a copy of the report to the applicant so that the applicant has an opportunity to dispute the report's accuracy.

3.11 Driving Records

To comply with Florida Department of Transportation recordkeeping guidelines, annual motor vehicle reports may be obtained or requested for all employees with access to company vehicles.

If driving is a required part of your regularly assigned job duties, then you must report any traffic-related or driving-related infractions or convictions you receive within one week of the conviction or infraction whether it occurred on-the-job or off-the-job. Do not wait until the annual report is obtained to disclose convictions/infractions. Failure to report under this policy may subject you to disciplinary action, up to and including termination of employment.

3.12 Anniversary Date

The first day an employee reports to work or as defined in an Offer Letter is his or her official anniversary date.

3.13 Personnel Records and Administration

The task of handling personnel records and related administration functions at Evolve Media Group has been assigned to the Company's Controller. Unless required by law, personnel records will be kept confidential.

3.14 Change of Personal Data

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions, needs to be reported in writing without delay to your Controller.

3.15 Safety

The safety and health of employees is a priority. Evolve Media Group makes every effort to comply with all federal and state workplace safety requirements. Each employee is expected to obey safety rules and exercise caution and common sense in all work activities.

Company prohibits employees from talking, texting, e-mailing or otherwise using a device while operating a truck or an automobile on Company's business. Employees must also abide by all applicable legal prohibitions on the same. For their own health and safety and the health and safety of others, employees should not use their devices while operating vehicles of any kind.

3.16 Building Security

Each employee must follow the building security rules and regulations listed here:

- o Always use security alarm when leaving building unattended
- o Keep exterior doors secured when unsupervised

Employees are not allowed on company property, event locations or to use company vehicles after hours without prior authorization from their supervisor.

3.17 Employee Requiring Medical Attention

Employees should report all work-related injuries and accidents immediately to their supervisor, and then follow these steps:

1. In the event of a life or limb-threatening emergency, employee will be sent to the nearest emergency facility. Follow-up care must be provided within the workers' compensation insurance guidelines in your state.
2. Evolve Media Group provides all employees workers' compensation insurance. Non-emergency medical attention must be provided within the worker's compensation insurance guidelines for your state.
3. If an employee is treated by an unauthorized medical provider, the employee will be responsible for payment of said treatment.

3.18 Visitors in the Workplace

For safety, insurance, and other business considerations, only authorized visitors are allowed in the workplace. When making arrangements for visitors, employees should request that visitors enter through main public areas. Without exception, visitors are not permitted at event locations unless authorized by your supervisor and the client. If an unauthorized individual is observed on company or assigned work sites premises, employees should immediately notify their Supervisor or, if necessary, direct the individual to the main entrance.

3.19 Weather-related and Emergency-related Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In such instances, Executive Staff will decide if closing the office is warranted and will notify all employees.

4 STANDARDS OF CONDUCT

4.1 General Guidelines

All employees are urged to become familiar with Evolve Media Group rules and standards of conduct set forth in this manual and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the Company's business.

4.2 Attendance and Punctuality

Evolve Media Group expects employees to be ready to work at the beginning of assigned daily work hours and to reasonably complete their projects by the end of assigned work hours.

4.3 Absence and Lateness

From time to time, it may be necessary for an employee to be late or absent from work. Evolve Media Group is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the responsibility of all employees to contact all parties (supervisor and affected client) if they will be absent or late.

4.4 No Call/No Show

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter, creating increased administrative burdens. The first instance of a no-call/no-show will result in a final warning. The second separate offense may result in termination of employment. Any no-call/no-show lasting three days is considered job abandonment and will result in immediate termination of employment.

Management may consider extenuating circumstances when determining discipline for a no-call/no-show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

4.5 Violence in the Workplace

Evolve Media Group does not tolerate workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect employees or which occur on company property, using company vehicles or at event locations, will not be tolerated unless such behavior is protected by Section 7 of the National Labor Relations Act.

The Company will promptly and thoroughly investigate all threats of violence or incidents of actual violence, and may suspend employees suspected of workplace violence or threats of violence either with or without pay pending investigation. Anyone responsible for threats or acts of violence will be subject to prompt disciplinary action up to and including termination.

4.6 Confidential Information and Nondisclosure

Employee acknowledges that during his/her employment with Employer, he/she shall have access to and be exposed to Employer's proprietary information, trade secrets, and confidential information including, but not limited to, Employer's policies, advertising, organization, management, marketing, finances, future plans, budgets, strategies, promotional materials, pricing, profit margin, product development, employee skills and compensation, customer lists and contacts, trade secrets and other confidential business information that does not qualify as trade secrets. Employee acknowledges and agrees that the release of any such proprietary information, trade secrets, and confidential information will irreparably harm Employer. Employees agree that they will not improperly disclose or use any of Evolve Media Group's confidential information, either during or after their employment.

The sole exception to this policy is when such actions are protected under Section 7 of the National Labor Relations Act.

4.7 Privacy Policy

Employees may be exposed to electronic, on paper, or oral individually identifiable health information. This type of information must be protected from disclosure and not used in any way unless you are directed, in writing, to disclose such information. For purposes of this paragraph, individually identifiable health information is information that:

- Is created or received by a health care provider, health plan (including a health insurance issuer or agent), employer, or healthcare clearinghouse;
- Is related to the past, present, or future physical or mental condition of an individual, or the past, present, or future payment for the provisions of health care of an individual; and

either identifies the individual or provides a reasonable basis for believing that it can be used to identify the individual.

4.8 Ethical Standards

Evolve Media Group insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are two driving forces behind the company's great success. When faced with ethical issues, employees are expected to make the right professional decision consistent with Evolve Media Group's principles and standards.

4.9 Dress Code

Employees are expected to maintain a clean and professional appearance with proper hygiene while conducting business, in or outside of the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects Evolve Media Group's reputation or image is not acceptable.

In the office all employees are expected to have an Evolve shirt handy in case of last minute business meetings, clients' unexpected visits, potential client visits or being sent to deliver or pick up equipment.

On show site, employees are expected to wear Collared Shirts, Kaki or Black Pants, unless specified otherwise by the client.

4.10 Use of Equipment

Evolve Media Group will provide employees with the equipment needed to do their jobs. None of this equipment should be used for personal use or removed from the physical confines of Evolve's facilities.

4.11 Use of Computer, Phone, and Mail

Evolve Media Group property, including computers, phones, electronic mail, and voicemail, should be used only for conducting company business. Incidental and occasional personal use of company computers, phones, or electronic mail and voice mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages.

Voicemail and telephone scripts are provided to all employees. Email signatures are also provided. To maintain a professional environment, use of all provided material is expected without exception.

Appropriate Use

Company's policies prohibiting harassment, discrimination and retaliation apply to the use of all of Company's communication systems. You may not use any of Company's communication systems to view receive, download, store, create, display, or transmit obscene, pornographic, or offensive material or to use the communication systems in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Use of the systems for any illegal purpose is prohibited, as is using information or other property belonging to another in violation of trademarks, patents, or copyrights, or software license agreements. Company's confidential information and intellectual property, including trade secrets is extremely sensitive valuable to Company. You must treat them accordingly and not jeopardize them through your use of Company's communication systems. The sole exception to this policy is when such actions are protected under Section 7 of the National Labor Relations Act.

No Expectation of Privacy

All materials, data, communications and information, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities ("**content**") created on, transmitted to, received or printed from, or stored or recorded on Company's communications systems is the property of Company.

You are expressly advised **Company reserves the right to monitor, intercept, review and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on Company's communications systems.** This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the device, as well as keystroke capturing and other network monitoring technologies. Therefore, you should have no expectation of privacy whatsoever in any content created on, transmitted to, received or printed from, or stored or recorded on Company's communications systems.

4.12 BRING YOUR OWN DEVICE

Company permits employees to elect to use their own personal mobile devices, including but not limited to tablets, smartphones, and laptop computers ("**devices**"), to perform work for Company or on Company's behalf. However, to protect Company and its employees, any use of a device for business purposes must conform to this policy as described below. In addition, each user is responsible for using his or her device in a sensible, productive, ethical and lawful manner. **This policy applies to work performed on a device on Company's behalf during working and non-working hours, on and off of Company's premises.**

No Expectation of Privacy

All materials, data, communications and information, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities ("**content**") created on, transmitted to, received or printed from, or stored or recorded on the device *for Company's business or on behalf of Company* is the property of Company, regardless of who owns the device(s) used.

You are expressly advised that in order to prevent misuse, **Company reserves the right to monitor, intercept, review and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on any device for Company's business or on behalf of Company.** This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the device [as well as keystroke capturing and other network monitoring technologies], whether the device is in your possession or Company's possession. Therefore, you should have no expectation of privacy whatsoever in any content created on, transmitted to, received or printed from, or stored or recorded on the device for Company's business or on behalf of Company.

Company may also store copies of such content for a period of time after they are created, and may delete such copies from time to time without notice. In addition, Company may obtain and disclose copies of such content or the content of the entire device (including personal content) for litigation or investigations.

Security Requirements

All devices used for Company or on behalf of Company must be registered with and authorized by the Human Resources Department and the Internet Technology (IT) Department. To protect Company's confidential business information from being lost or becoming public, you must immediately report any device used for Company's business or on behalf of Company that is lost, stolen, accessed by unauthorized persons or otherwise compromised so Company can assess the damage and, if necessary, remotely erase the entire device. You must also promptly provide Company with access to the device when requested or required for Company's legitimate business purposes, including in the event of any security incident or investigation. You must comply with the following:

- Install security software on Company's request and consent to Company's efforts to manage the device and secure its data, including providing Company with any necessary passwords.
- Comply with Company's device configuration requirements.
- Password protect the device and change passwords every ninety (90) days.
- Maintain the device's original operating system and keep it current with security patches and updates.
- Not alter the security settings of the device without Company's consent.
- Protect any device used for Company business such that anyone not authorized by Company, including your family, friends and business associates, will not have access to Company's confidential business information or Protected Health Information (PHI).
- Not download or transfer work product or sensitive business content, including PHI, to your device, for example via e-mail attachments. You must erase any such information that is inadvertently downloaded to your device.
- Not back up your device locally or to cloud-based storage or services without Company's consent. Any such backups inadvertently created must be deleted immediately. To the extent you create backups with Company's consent [or otherwise, you must provide Company with access to your local or cloud-based storage to access and review any such backups when requested or required for Company's legitimate business purposes, including in the event of any security incident or investigation.
- Not use the device as a personal mobile hotspot without Company's consent.

At all times, you must use your best efforts to physically secure the device against loss, theft or use by persons who have not been authorized to access the device by Company.

Appropriate Use

Company's policies prohibiting harassment, discrimination and retaliation apply to the use of all devices under this policy. You may not use any device in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Non-exempt employees are not permitted to use their devices for work purposes during nonworking hours without prior written authorization from Company. Any non-exempt employees using their own devices under this policy must record all time spent working, including time spent working on devices during nonworking hours. Failure to do so can result in discipline, including immediate termination.

Company prohibits employees from talking, texting, e-mailing or otherwise using a device while operating an automobile on Company's business. Employees must also abide by all applicable legal prohibitions on the same. For their own health and safety and the health and safety of others, employees should not use their devices while operating vehicles of any kind.

Technological Support

Company does not provide technological support for employee devices.

Confidentiality and Proprietary Rights

Company's confidential information and intellectual property, including trade secrets is extremely sensitive valuable to Company. You must treat them accordingly and not jeopardize them through your use of your device.

Consequences for Failure to Comply

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

Conduct Not Prohibited by This Policy

This policy is not intended to restrict communications or actions protected or required by state or federal law (such as the National Labor Relations Act).

4.13 Use of Internet

Employees are responsible for using the Internet in a manner that is ethical and lawful. Use of the Internet must solely be for business purposes and must not interfere with employee productivity.

4.14 Use of Computer Software

Evolve Media Group does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that “it is illegal to make or distribute copies of copyrighted material without authorization” (Section 106). The only exception is the user’s right to make a backup copy for archival purposes (Section 117).

4.15 Social Media

Company recognizes its employees may use social media sites (such as Facebook, Twitter, Instagram, Flickr, LinkedIn, Myspace etc.) as a means of communication and that employees may use social media for protected concerted activity as defined by the National Labor Relations Act and other state or federal laws. However, employees may not use Company’s computers or devices to access social media sites unless required for the business purposes of Company.

As an employee of Company, your use of social media sites should comply with the following standards:

- Never represent yourself as a spokesperson for Company unless you are authorized to do so. If Company, its services or its employees or vendors are the subject of content you are posting, be transparent about the fact that your views do not represent the views of Company and/or your department or its employees (unless authorized to do so by those employees).
- Unless disclosure is protected under Section 7 of the National Labor Relations Act, maintain the confidentiality of Company’s trade secrets and proprietary information.
- Do not use the intellectual property of Company or its vendors, contractors, or affiliates (including text, photographs and video), in violation of any intellectual property laws.

Violation of Company’s Social Media Policy is a serious matter and may result in disciplinary action up to and including dismissal.

4.16 Non-Smoking Policy

Evolve Media Group has a strict non-smoking policy. No smoking is permitted in any Evolve Media Group facility, vehicle or event location (entire venue). Employees who violate this non-smoking policy will be subject to disciplinary action up to and including immediate termination.

Smoking is also prohibited on Company's outdoor property with the exception of designated areas. If an area is not designated, employees may not smoke within thirty (30) feet of any company building. All cigarette butts must be disposed of properly. This policy applies to all employees, vendors and visitors.

For purposes of this policy, smoking includes lighting, smoking or carrying a lighted cigarette, cigar or pipe, and the use of any electronic smoking device, snuff or smokeless tobacco. This list is illustrative only and not exhaustive.

4.17 Alcohol and Substance Abuse

It is the policy of Evolve Media Group that employees be free of illicit drugs. Additionally, alcohol consumption will not be tolerated during scheduled work hours. Limited alcohol consumption at after hour company functions is permissible; however excessive alcohol consumption will not be tolerated. Employees who choose to drink alcoholic beverages at company functions are expected to behave in accordance with usual business standards and all company policies.

4.18 Alcohol and Drug Testing

Evolve Media Group is committed to providing a safe, healthy and productive workplace free from alcohol and unlawful drugs as classified under local, state or federal laws while employees are working on the employer's premises and while operating employer-provided vehicles. Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work.

Testing Based on Reasonable Suspicion

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs or alcohol, or both. Employees who take over-the-counter medication or other lawful medication legally prescribed to them for treatment of a medical condition should inform Human Resources if they believe the medication will impair their job performance, safety or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

Post-incident Testing

Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing where there is a reasonable possibility that drug use was a contributing factor in the injury or illness.

Testing Procedures

All drug and alcohol testing under this policy will be conducted by an independent testing facility licensed by the state of Florida, which will obtain the individual's written consent prior to testing. Evolve will pay for the full cost of the test. Employees will be compensated at their regular rate of pay for time spent submitting to a drug and alcohol test required by Evolve.

Employees suspected of working while under the influence of illegal drugs or alcohol may be suspended without pay until Evolve receives the results of a drug and alcohol test from the testing facility and any other information Evolve may require to make an appropriate determination.

Confidentiality

All records relating to an employee's or applicant's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file.

Consequences of a Positive Test

Employees who test positive will be subject to discipline, up to and including immediate termination of employment.

Consequences for Refusing to Submit to Testing, Failing to Complete the Test, or Tampering with Test Results or Test Sample

Employees who refuse submit to testing as required by Evolve, who fail to complete the test, and tamper with the results will be subject to discipline, up to and including immediate termination of employment.

4.19 Solicitations and Distributions

Company has established rules to govern employee solicitation and distribution of written materials other than those directly related to Company's business/for outside organizations. Company has established rules to:

- Maintain and promote safe and efficient operations, employee discipline and an attractive clutter-free work place.
- Minimize non-work-related activities that could interfere with customer satisfaction, product quality and teamwork.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Rules

Employees may not:

- Solicit other employees during compensable working time.
- Distribute literature during compensable working time.
- Distribute literature at any time in working areas.

The sole exceptions to this policy are for solicitations and distributions related to charitable activities approved by Company and any actions protected under Section 7 of the National Labor Relations Act.

Definitions

Solicitation includes, but is not limited to, approaching someone in-person or through employer-owned property such as computers, smartphones, e-mail systems and intranets for any of the following purposes:

- Offering anything for sale.
- Asking for donations.
- Collecting funds or pledges.
- Seeking to promote, encourage or discourage participation in or support for any organization, activity, event or membership in any organization.
- Distributing or delivering membership cards or applications for any organization.

Distribution includes, but is not limited to, disseminating or delivering in person or through employer owned property such as bulletin boards, computers, smartphones, e-mails and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing compensable work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Working areas include areas controlled by Company where employees are performing compensable work, excluding cafeterias, break rooms and parking lots.

4.20 Complaint Procedure

Employees who have a job-related issue, question, or complaint should first discuss it with their supervisor. If the issue cannot be resolved at this level for any reason, the employee should contact Melodye Bishop. Employees who observe, learn of, or, in good faith, suspect a violation of the Standards of Conduct of Evolve Media Group should immediately report the violation in accordance with the following procedures:

1. Contact your supervisor.
2. If your supervisor is involved or unresponsive, contact Melodye Bishop.

Employees are not required to report conduct protected by Section 7 of the National Labor Relations Act.

4.21 Disciplinary Action

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action will be determined by the Company at its sole discretion as it deems appropriate.

4.22 Crisis Suspension

An employee who commits any serious violation of company policies may be suspended without pay pending an investigation of the situation. Following the investigation, the employee may be terminated without any previous disciplinary action.

4.23 Transfer Policy

Evolve Media Group recognizes that a desire for career growth and other needs may lead an employee to request a transfer to another position. An employee with proper qualifications may be considered for transfer to another department or position provided that the transfer does not occur within six months of the employee's date of hire or within six months of any previous transfer.

4.24 Outside Employment

Employees may not take an outside job, either for pay or as a donation of their personal time, with a customer or competitor of Evolve Media Group; nor may employees do work on their own if it competes or interferes in any way with the sales of products or services that Evolve Media Group provides.

4.25 Conflict of Interest

Employees should always act in the best interest of Company and not permit outside interests to interfere with their job duties/Company prohibits employees from using their position with Company or Company's relationship with its clients/customers/vendors/suppliers/contractors for private gain or to obtain benefits for themselves or members of their family.

For purposes of this policy, a potential conflict of interests occurs when an employee's outside interests (for example, financial or personal interests) interfere with Company's interests or the employee's work-related duties. For example, a conflict of interest can occur when an employee is in a position to influence a decision that may result in a personal gain for the employee or the employee's family member as a result of Company's business dealings.

If you have a question about whether a situation is a potential conflict of interest, please contact the Human Resources Department.

4.26 Employment Termination

Unless there are grounds for immediate termination, if disciplinary action is unsuccessful and if it is determined by management that an employee's performance does not improve, or if the employee is again in violation of company practices, rules, or standards of conduct, employment with Evolve Media Group may be terminated.

4.27 Exit Interview

In a voluntary separation situation, Evolve Media Group management would like to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about the Company.

4.28 Return of Company Property

Any Evolve Media Group property issued to employees, such as computers, mobile devices, keys, or company credit card, must be returned at the time of termination. Employees will be responsible for associated costs of any non-returned items.

5 COMPENSATION POLICIES

5.1 Base Compensation

It is Evolve Media Group's desire to pay all employees' wages or salaries that are competitive with other employers in the marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual, and company performance, and in compliance with all applicable laws.

5.2 Performance Bonuses

Performance bonuses may be given to employees at the sole discretion of management.

5.3 Timekeeping Procedures

By law, Evolve Media Group is obligated to keep accurate records of the time worked by non-exempt employees. All time worked must be recorded. Each non-exempt employee must fill out the appropriate time record each pay period, and time records must be completed accurately. It is a violation of Evolve's policy for non-exempt employees to work off of the clock.

The failure to accurately record all time worked can lead to discipline, including immediate termination. If anyone asks you to work off the clock, you should immediately bring the matter to the attention of the Controller.

Unauthorized altering or tampering of time records, falsifying or recording time on another employee's time record is prohibited by this policy. If corrections or modifications need to be made, the employee should notify Controller. Please bring any discrepancies in your paycheck to the attention of Human Resources immediately. When the discrepancy is verified, the adjustment will be reflected as soon as administratively possible.

5.4 Overtime Pay

Overtime compensation is paid to non-exempt employees in accordance with federal and State wage and hour restrictions. All overtime work performed must receive the supervisor's prior authorization.

5.5 Show Pay

Show pay is offered to specific hourly employees only. It is designed to compensate those employee's when they are booked on shows/events in lead or primary support positions.

Show pay rate is still based on hours worked. A 4hr minimum is in place. Show pay does not default to 10hrs after the 5th hour worked, even if Evolve is billing a 10hr day rate for the position.

The definition of a lead/primary support position is:

- a. Any position that entails operation of equipment during actual shows/events.
- b. Any head of department position performed for setup/strike of show/event.

The show pay structure does not pertain to stagehand type positions performed during setup/strike.

Show pay is not relevant to part-time employees.

5.6 Payroll and Paydays

The frequency of Evolve Media Group's payroll distribution is bi-weekly for hourly non-exempt employees, bi monthly and/or monthly for salaried exempt employees.

The work week is defined as Monday through Sunday. Time sheets are due in the office two calendar days following the end of the pay period for review and submittal. Incomplete and/or inaccurate forms may cause delays in individual payroll processing.

5.7 Performance and Salary Reviews

Evolve Media Group wants to help employees succeed in their jobs and to grow professionally. In an effort to support this success and growth, the company has an annual review process for providing formal performance feedback. Feedback includes a Performance Evaluation, Two-way Employment Interview and a Professional Development Plan. Performance reviews will be done annually in December.

Salary/wage reviews will not occur in conjunction with the annual performance review process, but will be reviewed by February 1st of each year for all non-exempt personnel and will be done at the President's discretion for all exempt employees. The calculation and implementation of changes in compensation depend on both company and personal performance and goals.

5.8 On Call

Evolve Media Group offers 24/7 support to our customers and events. This means that during our non-open times we offer an on-call service. The objective of this on-call service is to quickly respond to emergency needs, be it new/additional needs and support of existing rentals. The following are the procedures to follow and expectations to be implemented when on call.

Expectations:

1. Beginning the Monday morning of your on-call week, you are expected to change the phone system to your cell number.
2. Your cell phone should always be charged and able to receive calls during your on call week.
3. You should be physically capable of responding to a call during the entire week. If you make plans that may inhibit your ability to answer a call or respond to that call, you need to coordinate with another person to handle calls during that time. This is your responsibility to arrange. Be it trading weeks or certain days of the week.
4. Evolve will not pay 2 on call minimums to different employees during the same week of on call, unless, both employees are required to actually work, perform deliveries or open the office. If an employee trades any days of his on call week to another employee, they must agree on who receives the minimum hours.

Procedures:

1. Beginning the Monday morning of your on-call week, you are expected to change the phone system to your cell number.
2. The Evolve Google Calendar is to be kept up to date with who is scheduled to be on-call. If a week trade is made, the calendar must be updated as well.

3. On-call is expected of all Full Time and Part Time hourly employees. Management/Salary employees may take an on-call week if desired, but unless they are required to actually make an opening/delivery, there is no compensation for being on-call.
4. When receiving a phone call answer professionally with “Evolve Media, this is (name) how can I help you”?
5. Get as much information as possible about Company, Contact, Location, Dates, Times, Requirements. This will help if you need to pass off the call to someone else; they will have all pertinent information to return the call.
6. If the call is outside of something you are comfortable with, politely tell the client you will check into the matter and either you or someone else will call back shortly.

If it is a regular client, and the need is for some equipment that we have in stock, simply put in the order using the default rental rate that FLEX provides. Tell the client Tyler, Javier or Bob Huskey will work out final pricing the next business day. Do inform them that there is an “after hours” opening/delivery fee. If it decided to forgo that fee, a manager will make the decision. The standard opening fee is \$100. The standard delivery fee is \$150.

1. Evolve Media Group offers compensation for being on-call. This compensation is an additional 4hrs of pay for the week you are on-call. This 4hrs is used against any 1st call opening/delivery that may be needed during the week. If an additional opening/delivery is required, that will be paid as an additional “4hr minimum”, as long as it does not coincide with a current opening/delivery being performed.
2. If you are on-call, and it is decided to have you “staff the warehouse” on a weekend day during show load-in, etc., this will be paid as a 4hr minimum, up to the maximum hours actually worked. If this is the 1st need of your time for the on-call week, the initial 4hr minimum will be part of that call.
3. At the end of your on-call week, you are to follow up with the next on-call person to make sure they have taken over the duties.

5.9 Opportunities for Advancement

Evolve Media Group would like to provide employees with every opportunity for advancing to other positions or opportunities within the company. Promotions depend largely upon training, experience, work record, and business need. While positions are preferred to be filled from within the company, Evolve Media Group reserves the right to look outside the company for potential Employees as well.

6 GROUP HEALTH AND RELATED BENEFITS

6.1 Benefits Summaries and Eligibility

Due to the changing nature of employee benefits, Evolve's employee benefits policies and offerings shall be separately stated from this Employee Handbook. Employee shall have access to employee benefits consistent with Company's benefits policies and plans available during employee's employment and including certain benefits following separation from employment, where required by the Consolidated Omnibus Benefits Reconciliation Act (COBRA) and the Employee Retirement Income Security Act (ERISA).

6.2 Worker's Compensation

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Employees who sustain work-related injuries or illness should inform their Supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

6.3 Retirement Plan

Evolve Media Group does not offer a retirement plan.

6.4 Educational Assistance

Evolve Media Group believes that continued education leads to self-improvement and recognizes that the skills and knowledge of its employees are critical to the success of the organization. In that vein, the Company encourages continued education and will consider paying for courses which are directly related to an employee's present job or which will help an employee prepare for more responsibilities or promotions within the organization.

All requests for education assistance must be approved in advance by Controller.

To qualify for tuition reimbursement:

- You must be employed for the duration of the course, from registration through completion of the course.

- The course must be job-related.
- You must successfully complete the course and obtain a grade of at least a "B".

The amount of educational assistance provided will be subject to the Company's discretion.

Employees seeking education assistance will be required to pay all required tuition and/or fees at the time of registration for the course. Once the course is completed, the employee will be required to provide documentation of his/her successful completion of the course before reimbursement is provided.

7 TIME-OFF BENEFITS

7.1 Holiday Policy

All Evolve Media Group employees of full-time status are eligible for holiday pay. Holiday pay will be based on the employment status of the employee, i.e., full-time employees will be credited with 8 hours of holiday pay and part-time employees will be credited with 4 hours of holiday pay, per holiday. The Company recognizes the following as paid holidays:

- oNew Year's Day
- oMemorial Day
- oFourth of July
- oLabor Day
- oThanksgiving Day
- oChristmas Day

7.2 Vacation/Sick Leave

Vacation:

All full-time status Evolve Media Group employees do not have a defined number of vacation days. Instead, you can take vacation days as you desire, consistent with the timely completion of your responsibilities and as long as your Supervisor approves. However, vacation is provided by the Company for rest and relaxation and is meant to be taken accordingly. You will need to notify your Supervisor and team members so that your responsibilities will be attended to in your absence. Since we do not accrue for vacation days, if you end up leaving the company in the middle of the year, you won't get paid for unused vacation days, and there will be no year to year carryover of unused vacation days.

The Company will make every effort to accommodate requests to schedule vacation time but reserves the right to prioritize requests based on business needs, the seniority of the employees requesting vacation time, the amount of advance notice given by the employee of the desire for vacation time, and the reason for the vacation time.

Sick Leave:

All full-time status Evolve Media Group employees are eligible for sick leave, but only after successful completion of the Introductory Period. Part-time and temporary employees are not eligible for sick leave. The sick leave policy will be 5 days per year and an employee may carryover up to 21 days maximum.

7.3 Bereavement Leave

Generally, a full-time or part-time employee shall be entitled to Bereavement Leave upon the death of a spouse, son, daughter, stepson, stepdaughter, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandson, granddaughter, grandparent, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Up to three (3) days of leave will be permitted. Length of leave should be discussed with and determined by the Controller/Human Resources.

7.4 Jury Duty

Evolve Media Group is committed to supporting the community, including supporting employees in fulfilling their responsibilities to serve as jurors whenever it is possible.

When an employee receives notification regarding upcoming jury duty, it is the employee's responsibility to notify his or her direct supervisor within three business days of receiving the notice.

7.5 Uniformed Services Employment and Reemployment

Federal and state laws have been established to protect employees who are called or volunteer for military service. Employees requiring a military/reserve duty leave of absence must contact Controller/ Human Resources as soon as possible. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees the rights of military service members to take unpaid leaves of absence from their civilian jobs for active military service and return to their jobs with accrued seniority and other employment protections. USERRA does not distinguish between volunteers and those ordered to active duty status. Under USERRA, employees are required to provide their employer timely written

notice of their need to perform military service, unless giving notice is impossible or precluded by military necessity. If you are requesting military leave, Company may require appropriate documentation which may include a copy of your military orders. If service is thirty (30) days or fewer, you may be required to return to work on the first day following release from military service.

All regular full-time, part-time and employees within their introductory period are eligible for military service leave if they are absent from work because of eligible military service. Military service leave is unpaid; however, employees may use any or all of their accrued but unused Paid Time Off during their military service leave.

7.6 Family/Medical Leaves of Absence

Evolve will provide leave according to the Family and Medical Leave Act of 1993 (FMLA) to the extent under the law, the Act is applicable to Evolve.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for Evolve for at least twelve (12) months, (2) have worked at least 1,250 hours in the last twelve (12) months, (3) work at a location where at least fifty (50) employees are employed at the location or within seventy-five (75) miles of the location, and (4) provide Evolve with a completed FMLA certification (and updated certification where required for intermittent leave). Evolve uses a "rolling" twelve (12) month period to determine eligibility for leave. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

Leave Policy

If eligible, you may take up to twelve (12) weeks (or twenty-six (26) weeks for a military caregiver) for family or medical leave within the relevant twelve (12) month period. Events which may qualify for leave under the FMLA include but are not limited to, the following:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform essential functions of your position; or

- a qualifying exigency of a spouse, son, daughter or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The FMLA provides up to twenty-six (26) weeks of leave to care for a spouse, son, daughter or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

While you are on FMLA leave, Evolve will maintain your group health insurance coverage (if qualified) at the same level and under the same circumstances as when you were actively working, including, but not limited to payment of employee contributions. Upon returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Note that where both spouses are employed by Evolve and eligible for FMLA, leave may be limited to a combined total of twelve (12) or twenty-six (26) weeks (whichever is applicable).

Notice of Leave

If your need for FMLA leave is foreseeable, you must give Evolve at least thirty (30) days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two (2) business days of learning of your need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with Evolve first regarding the dates of such treatment to work out a schedule that best suits the needs of the employee or covered military member, if applicable, and Evolve.

Where the need for leave is not foreseeable, you are expected to notify Evolve within two (2) business days of learning of your need for leave, except in extraordinary circumstances.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Human Resources Department. When you request leave, Evolve will notify you of the requirement for medical certification and when it is due (at least fifteen (15) days after you request leave). If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

Evolve, at its expense, may require an examination by a second health care provider designated by Evolve. If the second health care provider's opinion conflicts with the original medical certification, Evolve, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Evolve may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until it is provided.

Evolve also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting-In While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact Evolve monthly or as frequently as bi-weekly (upon request) regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. To the extent you have any unused Paid Time Off, you are required to use any Paid Time Off concurrently with FMLA leave. In no event will the existence of paid leave extend FMLA beyond the twelve (12) or twenty-six (26) weeks permitted by FMLA.

Medical and Other Benefits

During approved FMLA leave, Evolve will maintain your health benefits, if any, as if you continued to be actively employed. When/if paid leave runs concurrently with unpaid FMLA leave, Evolve will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than thirty (30) days late. If you elect not to return to work for at least thirty (30) calendar days at the end of the leave period, you will be required to reimburse Evolve for the cost of the health benefit premiums paid by Evolve for maintaining coverage during your unpaid leave unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid ten percent (10%) of all employees at a worksite or within seventy-five (75) miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of Evolve. This fact-specific determination will be made by Evolve on a case-by-case basis. Evolve will notify you if you qualify as a key employee, if Evolve intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, Evolve will reduce your salary or pay based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, Evolve may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Returning From Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

7.7 Extended Disability Leaves

If a period of disability continues beyond the 12 weeks provided for within the Family/Medical Leaves of Absence section, an employee may apply in writing for an extended disability leave. Company may, at its sole discretion, grant unpaid leave to employees in certain exceptional and/or extenuating situations when business needs, years of service, job duties, and other bases warrant such. This policy shall not create a right to Unpaid Leave or an obligation by Company to provide Unpaid Leave nor a duty to return employee to the same or an equivalent position upon return from Unpaid Leave. The duration of Unpaid Leave, benefits associated therewith, and other employment terms and circumstances shall be determined by Company at its sole discretion. To the extent Unpaid Leave is requested for a medical condition or circumstance not covered by FMLA, Company may still require proof of need for Unpaid Leave to the extent permitted by law.

7.8 Personal Leaves of Absence

In special circumstances, Evolve Media Group may grant unpaid leave for a personal reason, but never for taking employment elsewhere or becoming self-employed. Personal leaves of absence must be requested in writing and are subject to the discretion of management.

7.9 Domestic Violence Leave

If Evolve employs 50 or more employees, then employees with ninety (90) or more days of service are eligible for up to three (3) days of unpaid leave each twelve (12) months to:

- Seek an injunction for protection against domestic violence, repeated violence, dating violence or sexual violence.
- Obtain medical care or mental health counseling to address the physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization, such as a violence shelter or a rape crisis center.
- Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing.
- Seek legal assistance or to attend and prepare for court proceedings related to the domestic violence.

Except in circumstances where employee has concerns regarding imminent danger, employee must provide Human Resources or his/her manager with as much advance notice of the need for leave and also provide adequate documentation of the domestic violence.

All records relating to leave requested under this section will be kept confidential by Company. In some instances, Company may be required to notify an employee's on-site manager of a potential threat to the safety of the workplace providing certain information as may be necessary to take measures to limit a prospective threat of workplace violence by a third party.

7.10 Lactation Breaks

If applicable under the law, eligible employees may take a reasonable amount of break time to accommodate the employee's need to express breast milk for the employee's nursing child. Eligible employees should notify their direct supervisor/manager of the frequency, timing and duration of lactation breaks they need to take. Please contact the Human Resources Department for information about the designated location for lactation breaks in closest proximity to your work area. Lactation Breaks will be unpaid; however, if an employee is entitled to a paid break under another policy she may use that break as a paid Lactation Break (up to the paid time allowed under the other policy, unpaid if further time is taken).

8 EXPENSES

8.1 Introduction

The following is a basic guide to the Evolve Media Group expense policy and procedures for the reporting and reimbursement of expenses. Questions regarding expense policies and procedures should be directed to your supervisor.

8.2 Company Supplies, Other Expenditures

Only authorized persons may purchase supplies and/or rent equipment in the name of Evolve Media Group. No employee whose regular duties do not include purchasing may incur any expense on behalf of Evolve Media Group without prior approval.

8.3 Expense Reimbursement

Under ordinary circumstances, it is the policy of Evolve Media Group to reimburse travel expenses on the basis of actual expenses incurred. Persons traveling on company business are entitled to transportation, hotel accommodation, meals, and limited incidentals that meet reasonable and adequate standards for convenience, safety, and comfort.

Expenses are to be listed on an approved Expense Report Sheet in Expensify and must match printed receipts. Receipts for all purchases made on the Company's credit card must be submitted. Receipts for meals must indicate whose meals were purchased. Expenses that are not properly submitted with supporting documentation and are not submitted within fourteen (14) days of the expenses being incurred may be rejected and payment obligations transferred to the employee.

8.4 Mileage Reimbursement

- 1) Shows within 25 mile radius from City Center – Mileage and Tolls will not be reimbursed, including weekends.
- 2) Shows outside of the 25 mile radius – Expense report will be approved for the full mileage and tolls when show has been billed for same.
- 3) Mileage will be paid when making a company delivery, (i.e. show, post office, FedEx) in a personal vehicle, only if company vehicles are not available.

- 4) When we have someone on call every weekend for emergencies, they will be paid for a minimum of 4 hours, no mileage or tolls within 25 mile radius from City Center.
- 5) Mileage will not be paid for Vendor or Client meetings away from the office.
- 6) The mileage rate will be paid at the rate the US Government has posted as standard mileage rate for the current year.

9 EMPLOYEE COMMUNICATIONS

9.1 Open Communication

Evolve Media Group encourages employees to discuss any issues they may have with a co-worker directly with that person. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. If the concern, problem, or issue is not properly addressed, employees should contact Human Resources. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

9.2 Suggestions

We encourage all employees to bring forward their suggestions and good ideas about making Evolve Media Group a better place to work and enhancing service to our customers. Employees who see an opportunity for improvement is encouraged to discuss their ideas with management. Management can help bring ideas to the attention of the people in the organization that will be responsible for possibly implementing them. All suggestions are valued.

9.3 Closing Statement

Successful working conditions and relationships depend upon successful communication. It is important that employees stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at Evolve Media Group.

This handbook has only briefly described some of the policies, benefits and procedures of the Company. If you have any questions, your Supervisor will be happy to assist you.

Because conditions change and future work situations are unpredictable, the Company reserves the right to add, delete, modify or change the contents of this informational booklet. Any future revisions to the statements contained in this booklet will be distributed to all employees.

10. ACKNOWLEDGMENT OF POLICIES, RULES, AND AGREEMENT FOR AT-WILL EMPLOYMENT AND ARBITRATION

I have received my copy of the Evolve Media Group Employee Manual. I understand that I am responsible to familiarize myself with the information in this Manual and understand that it describes the general personnel policies of the Company, which govern my employment.

I agree to follow the policies set forth in this Manual. Since the information, policies and benefits described in this Manual are necessarily subject to change (other than Arbitration Policy – see paragraphs below), I understand and agree that such changes can be made unilaterally by the Company in its sole and absolute discretion. I understand that material changes will be made known to employees within a reasonable period of time.

As an express condition of my employment with the Company, I agree and acknowledge and understand that my Term of Employment is not for a specified period of time and is “at-will”. Accordingly employment can be terminated with or without cause, at any time at my option or at the option of the Company. As an at-will employee, I may or may not receive discipline prior to separation of employment. Company policy requires employees to be hired at-will and my at-will employment status cannot be changed except by written document signed by me and the Owner of the Company specifically changing my at-will employment status. I have neither been requested to nor have I signed any such document, and I acknowledge that this Manual is not a contract of employment.

Agreement for Binding Arbitration:

I have read, understand and signed the Mandatory Mediation and Arbitration Agreement and agree to abide by its terms. As provided in the Mandatory Mediation and Arbitration Agreement, I further agree that arbitration shall be the exclusive forum for resolving all disputes arising out of or involving my employment with the Company or the termination of that employment and that I have waived my right to a trial by jury or otherwise. I agree that I will be entitled to legal representation, at my own cost, during arbitration.

Employee's Signature

Date