

Team Member Handbook For



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I. FOREWARD

For the purposes of this handbook only, Tapestry Digital Services, LLC. will be referred to as the "Company"

Whether you have just joined our staff or have been at the Company for a while, we are confident that you will find our company a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the Team Members of the Company to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/Team Member relationship.

There are several things that are important to keep in mind about this handbook. First, in creating this Handbook, the Company has tried to consider both the Company's and Team Members' legal rights and obligations. However, because the Company operates in so many cities and states, all with different laws, it is difficult to include all such rights and obligations in this Handbook. In addition, federal, state, and local laws change frequently, and it is difficult to reflect all such changes in the Handbook. The Company will, however, comply with all applicable laws. Furthermore, if there are any policies in the Handbook that conflict with any applicable law, the Company will follow the law and will follow the Handbook to the extent permitted by such law.

Second, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department. Neither this handbook nor any other Company document, confers any contractual right, either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company or you may resign for any reason at any time. No team leader or other representative of the company (except the Founders) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Furthermore, nobody can make any promises to you that alter your "at will" employment, and you cannot rely on any such promises.

Third, the procedures, practices, policies, benefits or any portion of this handbook described here may be modified, supplemented or discontinued from time to time. The Company reserves the right to make these changes in its sole and absolute discretion. We will try to inform you of any changes as they occur.

Fourth, this handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except to Company Team Members and others affiliated with the Company whose knowledge of the information is required in the normal course of business. Finally, please note should there be any discrepancy between benefit summaries contained within this book and the actual plan documents and insurance contracts, the provisions of documents and contracts are controlling and apply. Although the Company's current intent is to continue benefit plans in the future, the Company retains the right to modify or terminate such plans at any time as it applies to active Team Members, and/or retirees and/or other beneficiaries.

RECEIPT FOR TEAM MEMBER HANDBOOK

I acknowledge that I have received a copy of the Company's Team Member Handbook that declares the Company's policies and practices as well as its obligation to comply with applicable Federal and State Government employment laws.

I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook and the Company's Non-Discrimination and Anti-Harassment policies. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Human Resources Department. I understand that the Company is an "at will" employer and as such employment with the company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No team leader or other representative of the company (except the Founders) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Nobody can make any promises to me that alter my "at will" employment and I understand that I cannot rely on any such promises.

I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the Company for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Print Team Member Name

Team Member Signature

Date

Please print this page, sign and date this receipt and return it to the Human Resources Department.

II. INTRODUCTION

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Company, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, gender, age, religion, national origin, disability, family status, lifestyle orientation, veteran status, smoking habits, height and weight and any other protected characteristic established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Team Members' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any Team Member who violates this policy.

III. POLICY PROHIBITING SEXUAL AND OTHER UNLAWFUL HARASSMENT

STATEMENT OF PHILOSOPHY

The Company has a longstanding commitment to a work environment that respects the dignity and worth of each individual. Inappropriate workplace behavior and unlawful harassment are wholly inconsistent with this commitment. The purpose of the policy set forth below is not to regulate the personal morality of Team Members, but rather to allow a work environment that is free from all forms of discriminatory harassment whether that harassment is because of race, color, gender, age, religion, national origin, disability, family status, lifestyle orientation, veteran status, smoking habits, height and weight or any other characteristic protected by law.

DISCRIMINATORY HARASSMENT PROHIBITED

Discriminatory harassment, including sexual harassment, is unacceptable and will not be tolerated. All Team Members are expected to avoid any behavior, which could be interpreted or perceived as discriminatory harassment. This policy applies to all discriminatory harassment occurring in the work environment whether at the company, or in other work-related settings, and applies regardless of the gender of the individuals involved. This policy covers all Team Members and applicants for employment. This policy also covers unlawful discriminatory harassment by a non-Team Member (e.g., clients, family members, suppliers, volunteers, contract Team Members, etc.) to the extent that it affects the work environment or interferes with the performance of work. Anyone who believes that he or she has been subjected to such harassment is encouraged to report the problem using the procedures set forth in this policy. The Company will investigate a reported incident to the extent practicable and will take remedial action where appropriate.

SEXUAL HARASSMENT DEFINED

For purposes of this policy, sexual harassment includes sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual or gender-based nature when:

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment.

- Or submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual.
- Or such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile,
- Or offensive working environment.

Some examples of what may constitute sexual harassment are: threatening or taking adverse employment action, such as discharge or demotion, if sexual favors are not granted; demands for sexual favors in exchange for favorable or preferential treatment; unwelcome and repeated flirtations, propositions or advances; unwelcome physical contact; whistling; leering; improper gestures; offensive, derogatory or degrading remarks; unwelcome comments about appearance; sexual jokes or use of sexually explicit or offensive language; gender or sex-based pranks; and the display of sexually suggestive objects or pictures in work areas. The above list of examples is not intended to be all-inclusive.

OTHER HARASSMENT DEFINED.

For purposes of this policy, other discriminatory harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, age, religion, national origin, disability, family status, lifestyle orientation, veteran status, smoking habits, height and weight or any other characteristic protected by law and that creates an intimidating, hostile, or offensive work environment; or unreasonably interferes with an individual's work performance.

SOME EXAMPLES OF SUCH HARASSMENT ARE:

using epithets or slurs; mocking, ridiculing or mimicking another's culture, accent, appearance or customs; threatening, intimidating or engaging in hostile or offensive acts based on an individual's race, color, gender, religion, national origin, disability, veteran status, family status, lifestyle orientation, smoking habits, height and weight and any other characteristic protected by law; displaying on walls, bulletin boards, or elsewhere in the company, or circulating in the workplace, written or graphic material that denigrates or shows hostility toward a person or group because of an individual's race, color, gender, age, religion, national origin, disability, veteran status, family status, lifestyle orientation, smoking habits, height and weight and any other characteristic protected by law.

The above list of examples is not intended to be all-inclusive.

REPORTING DISCRIMINATORY HARASSMENT.

The Company encourages strongly the prompt reporting of all incidents of discriminatory harassment. If you believe that you have been subjected to sexual or other discriminatory harassment, or if you have observed such harassment, the Company requires you to notify promptly your team leader, manager or the Human Resources Department. Any team leader, who receives a report of discriminatory harassment, must immediately notify Human Resources. If you are uncomfortable for any reason in bringing such a matter to the attention of your team leader, or are not satisfied after bringing the matter to his or her attention, you should report the matter to the Human Resources Department. Any questions about this policy or potential sexual harassment should also be brought to the attention of Human Resources.

IMPORTANT NOTICE TO ALL TEAM MEMBERS: Team Members who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the above reporting discriminatory harassment procedure.

INVESTIGATION OF REPORTS.

When a report of discriminatory harassment is made as specified above, the Human Resources Department will undertake a prompt investigation as may be appropriate under the circumstances. The steps to be taken during the investigation cannot be fixed in advance but will vary depending upon the nature of the allegations. Confidentiality will be maintained throughout the investigative process to the extent practicable and consistent with the Company's need to undertake a full investigation.

RESOLVING THE MATTER.

Upon completion of the investigation, corrective action will be taken, if appropriate and supported by the facts. Corrective action may include, but is not limited to, oral or written reprimand, referral to formal counseling, disciplinary suspension or probation, or discharge.

NON-RETALIATION.

An individual who reports incidents which, in good faith, he or she believes to be violations of this policy, or who is involved in the investigation of discriminatory harassment, will not be subject to reprisal or retaliation. Retaliation is a serious violation of this policy and should be reported immediately. The report and investigation of allegations of retaliation will follow the procedures set forth in this policy. Any person found to have retaliated against an individual for reporting discriminatory harassment or for participating in an investigation of allegations of such conduct will be subject to appropriate disciplinary action.

COMMUNICATION.

This policy is part of the Company's overall commitment to open communication. The Company encourages any Team Member with workplace concerns of any nature to bring those concerns to the attention of Human Resources.

POLICY PROHIBITING SEXUAL AND OTHER UNLAWFUL HARASSMENT: ACKNOWLEDGMENT OF RECEIPT

I, _____, hereby acknowledge that I have received a copy of the Company's Policy Prohibiting Sexual and Other Unlawful Harassment. I have read and familiarized myself with its contents and understand my responsibility for adhering to this policy. I understand that this policy is not a contract or guarantee of employment and is subject to modification at any time.

Print Team Member Name

Team Member Signature

Date

Please print this page, sign and date this receipt and return it to the Human Resources Department.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Company is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA") and state laws. It is the Company's policy not to discriminate against any qualified Team Member or applicant with regards to any terms or conditions of employment because of such individual's disability or perceived disability.

Team Members with a disability who believe they need a reasonable accommodation to perform their job should contact the Human Resources Department. The Company encourages individuals with disabilities to come forward and request reasonable accommodations.

On receipt of an accommodation request, a member of the Human Resources Department and your team leader will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Company might make to help overcome those limitations.

An Team Member or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

IV. CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

IN GENERAL

The Company expects our Team Members to conduct business according to the highest ethical standards of conduct. Team Members are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an Team Member are unacceptable. The Company recognizes the right of Team Members to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the Team Member must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an Team Member is in a position to influence a decision that may result in a personal gain for the Team Member or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If a Team Member has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources to obtain advice on the issue. The purpose of this policy is to protect Team Members from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination of employment.

OUTSIDE EMPLOYMENT

Team Members are required to notify their team if they are participating in outside work activities. A cease and desist will only be issued if the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they:

- Prevent the Team Member from fully performing work for which he or she is employed at the Company, including overtime assignments.
- Involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- Violate provisions of law or the Company's policies or rules.

From time to time, Company Team Members may be required to work beyond their normally scheduled hours. Team Members must perform this work when requested. In cases of conflict with any outside activity, the Team Member's obligations to the Company must be given priority. Team Members are hired and continue in the Company's employ with the understanding that the Company is their primary employer and that other employment or commercial involvement, which is in conflict with the business interests of the Company, is strictly prohibited.

FINANCIAL INTEREST IN OTHER BUSINESS

An Team Member and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

An Team Member may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to the Human Resources Department.

REPORTING POTENTIAL CONFLICTS

An Team Member must promptly disclose actual or potential conflicts of interest, in writing, to his or her team leader. Approval will only be given if the relationship will not interfere with the Team Member's duties or will not damage the Company's relationship.

CONFIDENTIAL NATURE OF WORK

All the Company records proprietary technology or technology processes and information relating to the Company and/or its customers are confidential, and Team Members must, therefore, treat all matters accordingly. No Company or Company-related information, including without limitation, software, applications, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Company) may be removed from the Company's premises without permission from the Company.

Additionally, the contents of the Company's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Team Members must not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company. Team Members that are unsure about the confidential nature of specific information must ask their team leader for clarification. Team Members will be subject to appropriate disciplinary action, up to and including dismissal, for revealing confidential information.

V. EMPLOYMENT

INITIAL EMPLOYMENT PERIOD

Every new Team Member goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the Team Member will have an opportunity to find out if he/she is suited to, and likes, his/her new position. Additionally, the initial employment period gives the Team Member's team leader a reasonable period of time to evaluate his/her performance.

During this time, the new Team Member should be provided with training and guidance from his/her Team leader. The initial employment period is 90 days. Under appropriate circumstances, the initial employment may be extended. **This is not a probationary period.** As is true at all times during an Team Member's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the Team Member and his/her team leader may discuss his/her performance. After the initial employment period, performance reviews will be conducted in accordance with the Company's regular schedule.

TRANSFERS AND PROMOTIONS

The Company believes in promoting Team Members from within where appropriate. Therefore, a job-posting program has been established to give all Team Members an opportunity to apply for open positions. Appropriate vacancies below the management level are posted in E-mail and are available in the Human Resources Department.

Team Members who wish to apply for posted positions, should complete the following steps:

1. Discuss with your manager/team leader your interest in the available position.
2. Discuss the requirements of the open position with your manager/team leader.
3. Obtain an Internal Application form from the Human Resources Department.
4. Complete the Internal Application form and obtain your current manager/team leader's signature.
5. Submit the Internal Application form to the Human Resources Department.

Completed and signed Internal Application forms should be submitted to the Human Resources Department by the last date of the posting period.

Team Members are selected on the basis of skill, ability, experience, and job knowledge, qualifications and work performance including attendance. Employment decisions are made without regard to race, color, religion, sex, age, national origin, disability, family status, lifestyle orientation, veteran status, smoking habits, height and weight and any other protected characteristic established by law.

Team Members who have been subject to written disciplinary warning(s) may not be eligible for promotion or transfer for a period of six (6) months from the date of the disciplinary action.

VI. COMPENSATION

PERFORMANCE MANAGEMENT AND COMPENSATION PROGRAMS

In order to attract and retain a highly qualified and competent work force, the Company has instituted a performance management program to compensate Team Members in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program Team Members will receive constructive performance reviews designed to address performance and skill developmental needs and interests.

Eligible Team Members should receive a performance review annually. If an Team Member's job responsibilities change substantially at any time, an interim review may be performed after the new assignment has begun.

PAYMENT OF SALARY

Salary payment is made bi-monthly except where more frequent payment is required by law for base salary due, up to the pay date. Paydays is every Friday at 12:30 PM unless it falls on a holiday then it will be on the day before.

It is the Company's policy that Team Member paychecks will only be given personally to that Team Member. All other arrangements for mailing or pick-up must be made in advance and in writing with the Human Resources Department.

Team Members that begin employment after Monday will receive their paycheck 1 (one) week after employment begins. The sum of the check will be calculated based the day they started until the ending of the pay period. Team Members can opt for a retirement incentive where as up to 2 (two) percent may be withheld of Net amount and the check is distributed on a bi-weekly basis.

Team Members may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from Human Resources may be obtained. The completed form must then be returned with a voided personal check to the Human Resources Department. Due to banking requirements it may take two or three pay cycles for activation of the Direct Deposit.

In the event of a lost paycheck, the Human Resources Department must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Company identifies the endorsement as that of the Team Member, the Team Member must remit the amount of the replacement check to the Company within 24 hours of the time it is demanded.

A statement of earnings is given each pay period to Team Members indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

The number of exemptions claimed on Form W-4 affect amount of Federal Withholding Taxes. If an Team Member's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources Department.

TEAM MEMBER REFERRAL PROGRAM

The Company is always looking for qualified Team Members and appreciates recommendations made by existing Team Members. If you recommend someone who is hired on a full-time, permanent basis and if both of you are still employed by the Company 90 days after that person's hire date, you may be eligible to receive a recruiting bonus. This may be changed from time to time depending on existing market conditions.

PERSONNEL RECORDS

To keep necessary Company records up to date, it is extremely important that you notify the Human Resources Department of any changes in:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency

ACCESS TO PERSONNEL FILES

The Human Resources Department maintains a personnel file on each Team Member. Personnel files are the property of the Company and access to the information they contain is restricted. Team leaders and management personnel of the Company may review employment files of those individuals they supervise at the discretion of Human Resources.

Team Members who wish to review their own file should contact the Human Resources Department. With reasonable advance notice, Team Members may review their own personnel files in the presence of a

Representative from the Human Resources Department. The Team Member may take notes of the contents of his/her file as photocopying of such information is prohibited except as required by law.

VII. TIME OFF

VACATION

The Company values its Team Members and time away from work to relax and pursue special interests as important. Annual paid vacation will be granted to full-time Team Members on active status. The amount of paid vacation leave an Team Member receives each year increases with the length of their employment as shown in the following schedule.

VACATION EARNING SCHEDULE

[Note: Vacation prorated over a 10-month year](#)

Employment Service	Paid Vacation/Calendar Year
Year Hired	10 days prorated
January 1st of the first continuous calendar year	10 days
January 1st of the third continuous calendar year	15 days
January 1st of the fifth continuous calendar year	20 days

Vacation time off is paid at the Team Member's base pay rate at the time of vacation. It does not include overtime or any other type of compensation such as incentives, commissions, or bonuses.

Although vacation leave may used in minimum of one day increments, Team Members are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Therefore, the Company suggests that vacation be taken in increments of five consecutive days. Team Members will not be permitted to carry unused vacation time into the following year. Therefore, Team Members should utilize all of their allotted vacation time during the calendar year. Where special business necessity requires an Team Member to carry over vacation, the CFO/COO, Human Resources, and your team leader must give written approval.

- Team Members should make their vacation requests as far in advance as possible. Based upon department needs, the Company will attempt to grant an Team Member the vacation dates he/she requests.
- When a Company holiday falls during a scheduled vacation, it is not counted as a vacation day.
- Any Team Member that becomes ill during a scheduled vacation cannot change a vacation day to a sick day.
- Team Members should not use vacation during the initial employment period.
- Team Members leaving the Company may be eligible to be paid for their unused vacation on a prorated basis.

PERSONAL TIME

All full-time Team Members are eligible for 7 paid personal days per year, to be used for doctor's visits, religious observance, moving, etc.

Personal days generally are not approved before an Team Member has been employed at the Company for at least two months. They are to be used at the Team Member's convenience with his/her team leader/manager's advance approval.

Team Members will not be paid for personal days not taken when an Team Member terminates employment, unless required by applicable law. Personal days may not be carried over from year to year.

HOLIDAYS

The Company follows the Tapestry Digital Corporate Holiday Schedule and all full-time Team Members and part-time Team Members working 25 hours per week or more (including those in initial employment period) are eligible for those holidays. The Holiday schedule will be published as early as practicable for each calendar year. To receive holiday pay, the Team Member must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately after the holiday.

Where a holiday falls on a weekend, it will be observed on the preceding Friday or following Monday.

BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a leave of absence of up to five (5) days with pay will be granted. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed.

For this purpose, immediate family is defined as:

- Spouse
- Child
- Stepchild
- Parents (including in-laws), stepparents
- Siblings, stepsiblings
- Grandparents
- Grandchildren

Team Members should make their team leader aware of their situation. In turn, the team leader should notify Human Resources of the reason and length of the Team Member's absence. Proof of death and relationship to the deceased may be required.

BENEVOLANCE AND PHILANTHROPY

One requirement we stress from all our team members is to spend a minimum of 15 hours a month involved in at least one philanthropic and or charitable organization. Team Members that do not have a regular Non-Profit organization can volunteer with service projects in conjunction with the Tapestry Digital Foundation.

JURY DUTY

A leave of absence for jury duty will be granted to any full-time or part-time Team Member who has been notified to serve. During this leave, Team Members will be compensated at full base pay not including incentives, commissions, bonuses or shift differentials for all scheduled work hours that the Team Member was absent due to jury duty up to two (2) weeks. However, a leave of absence for jury duty will be permitted for as long as required by law.

Upon receipt of the notice to serve jury duty, the Team Member must immediately notify his/her team leader, as well as the Human Resources Department by providing a copy of the notice to serve jury duty or court summons. Such notice will be placed in the Team Member's personnel file.

Upon the Team Member's return, the Team Member must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the Team Member cannot be away from work, the Company may request that the court allow the Team Member to choose a more convenient time to serve if he/she

makes a request in accordance with the court's procedures. The Team Member must cooperate with this request.

MILITARY LEAVE

An Team Member who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a partially paid or unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Team Members on military leave may substitute their paid vacation leave for unpaid leave.

CONTINUATION OF HEALTH BENEFITS

During a military leave of less than 31 days, an Team Member is entitled to continued group health plan coverage under the same conditions as if the Team Member had continued to work. For military leaves of more than 30 days, an Team Member may elect to continue his/her health coverage for up to 18 months of uniformed service but may be required to pay all or part of the premium for the continuation coverage. The premium is to be calculated in the same manner as that required by COBRA - 102% of the full premium for the coverage elected.

LEAVE FOR ACTIVE OR RESERVE DUTY

Upon receipt of orders for active or reserve duty, an Team Member should notify his/her team leader, as well as Human Resources, as soon as possible, and submit a copy of the military orders to his/her team leader and the Human Resources Department. Team Members ordered to active duty will be granted an unpaid military leave of absence.

LEAVE FOR TRAINING AND OTHER RELATED OBLIGATIONS (E.G., FITNESS FOR SERVICE EXAMINATIONS)

Team Members will also be granted time off for military training (normally 14 days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service. Team Members should advise their team leader and/or department head of their training schedule and/or other related obligations as far in advance as possible. Team Members should retain their military pay vouchers. Upon return from training, the Team Member should submit his/her military pay voucher to the Human Resources Department; the Company will pay an Team Member's full salary, less base military pay, for the training period up to 21 days maximum.

RETURN FROM MILITARY LEAVE

Upon return from military service, an Team Member must provide notice of reemployment or submit an application for reemployment. Appropriate documentation may be required.

ABSENCE DUE TO ILLNESS

To keep the business and each department running smoothly and efficiently, it is important that every Team Member be on the job on time regularly. For this reason, careful attention is given to promptness, absence record and overall dependability.

The Company recognizes, however, that an Team Member may occasionally become injured or ill. As a result, the Absence Due to Illness policy is designed to provide protection to Team Members against loss of income during unavoidable illness or injury.

All full-time Team Members who are unable to perform their jobs due to illness or injury are eligible for nine (9) sick days in a calendar year. Because sick leave benefits are intended to provide income protection in the event of actual illness or injury, sick days cannot be carried over from one calendar year to the next and Team Members are not paid for sick days either at the end of the calendar year or upon termination.

To be eligible for sick pay, Team Members unable to report to work due to illness must telephone their team leader directly, each day of their absence, as far in advance as possible, but no later than one hour

after their scheduled arrival time. If their team leader is not available, the Human Resources Department should be contacted. If an Team Member is unable to make the call personally, a family member or a friend should contact the team leader. An Team Member who fails to contact his/her immediate team leader or Human Resources may be considered as having voluntarily resigned.

If the Company has questions about the nature or length of an Team Member's injury or illness, a written certification from a physician or licensed health care professional may be required.

Team Members will not be paid for sick days not taken when an Team Member terminates employment, unless required by applicable law.

VIII. LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

GENERAL POLICY

There may be occasions in which an Team Member requests to be temporarily relieved of his/her work responsibilities because of the birth, adoption, or placement in foster care of a child, the Team Member's serious health condition, or the serious health condition of a family member. In such instances, the Company will grant leaves of absence in accordance with the requirements of the Family and Medical Leave Act of 1993 ("FMLA"). Specifically, eligible Team Members will be granted a family or medical leave of up to 12 weeks in any 12-month period, with certain assurances of job security and health insurance benefits during the leave (as described below), for their own serious health condition, the birth or adoption or placement in foster care of a child, or the care of a spouse, child or parent with a serious health condition. Family and medical leave will be provided in a manner that is consistent with the requirements of the FMLA.

DEFINITIONS

Under the law, a "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a doctor or other health care provider. Where the condition involves the Team Member, the term means a condition that makes the Team Member unable to perform the functions of his or her position. Where the condition involves a spouse, child or parent, the term means a condition which requires the Team Member to be absent from work for the care of such family member.

ELIGIBILITY

In order to be eligible for family and medical leave, an Team Member must have at least 12 months of service with the Company and must have worked at least 1250 hours during the 12-month period preceding the request for leave. The Company will be using a rolling 12-month method to measure eligibility for requested leave. The 12-month period is measured as a rolling 12-month period measured backward from the date the leave is requested to commence. FMLA leave only is available to Team Members working at a worksite with 50 or more Team Members or where 50 or more Team Members are located within 75 miles of the worksite.

PROCEDURE

Generally, leave under FMLA will be taken in a lump sum (i.e., consecutive days off from work up to 12 weeks). However, family or medical leave may be taken intermittently, or on a reduced schedule, in situations involving a serious health condition of the Team Member or his or her spouse, parent, or child. If an Team Member requests an intermittent or reduced leave schedule for reasons that are foreseeable based upon planned medical treatment, the Company may, at its discretion, temporarily reassign the Team Member to another position that will better meet the needs of the Company and the Team Member.

While an Team Member is on family or medical leave, the Company will maintain its contributions to the Team Member's health insurance under the same terms as the plan in effect at the time the request is

made, for a period up to 12 weeks, if the Team Member is enrolled in the Company's health care plan at the time the request is made.

Except for Team Members in key positions as defined by the law, upon the Team Member returning to work, the Company will restore the Team Member to the same or an equivalent position with equivalent pay and benefits if the Team Member returns from family and medical leave within the twelve week period. If the Team Member fails to return from family or medical leave within that period, the Team Member will be required to repay the Company its share of health plan premiums paid for the Team Member during the leave, provided that the failure to return to work is not due to the condition, recurrence, or onset of a serious health condition, or other circumstances beyond the Team Member's control (as explained in the regulations to the FMLA).

To the extent possible and practical, advance written notice of a request for family or medical leave is required. Except in emergency circumstances, Team Members must provide written notice to the Human Resources Department 30 days in advance of the effective date of such family or medical leave. An Team Member is required to try to schedule the leave so as not to unduly disrupt his or her work.

All unused vacation and personal leave days must be used as part of the family or medical leave. An eligible Team Member will then be entitled to an additional period of leave on an unpaid basis for a combined total of 12 weeks leave.

When both spouses are employed by the Company they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12 month period for the birth, adoption or foster care placement of a child with the Team Members, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks per person).

For example, if each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his/her own serious health condition or to care for a child with a serious health condition.

MEDICAL CERTIFICATION

Medical certification of the need for the leave is required where the leave is caused by the serious health condition of the Team Member or family member. The Company may also require subsequent recertification on a reasonable basis. Failure to comply with certification requirements will result in denial of family or medical leave.

Questions concerning the FMLA policy should be directed to the Human Resources Department. Notices concerning your rights under the Family and Medical Leave Act have been posted.

STATE FAMILY & MEDICAL LEAVE LAWS

The Company will also comply with all applicable state and local Family & Medical Leave statutes.

IX. TEAM MEMBER BENEFITS

DISCLAIMER

The Company has established a variety of Team Member benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Team Member Handbook contains a listing of the benefits to which you may be entitled as an Team Member of the Company. Please understand that this

list is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its Team Members, retirees or their dependents, for benefits or for any other purpose. All Team Members shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

The Company reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

- BENEFITS LISTING
- HEALTH INSURANCE
- DENTAL INSURANCE
- GROUP LIFE INSURANCE
- LONG-TERM DISABILITY
- FLEXIBLE SPENDING ACCOUNT
- VISION
- 401(k) PLAN
- WORKERS' COMPENSATION BENEFITS
- COBRA BENEFITS

X. ON-THE-JOB

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because the Company depends heavily upon its Team Members, it is important that Team Members attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, Team Members are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an Team Member must notify his/her team leader or the Human Resources Department as far in advance as possible, but not later than one hour after his/her scheduled starting time if he/she expects to be late or absent. This policy applies for each day of his/her absence. An Team Member who fails to contact his/her immediate team leader or the Human Resources Department may be considered as having voluntarily resigned. Excessive absenteeism and lateness affect an Team Member's performance and may lessen an Team Member's chances for advancement and may result in disciplinary action up to and including dismissal.

DRUG & ALCOHOL ABUSE

It is the Company's desire to provide a drug-free workplace. Therefore, Team Members are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner. The manufacture, selling, distribution, dispensation, possession, or use of any illegal drug (including illegally obtained prescription drugs), alcohol, or controlled substance while conducting business- and business-related activities on or off Company premises is strictly prohibited. These activities

constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Team Members in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal.

Team Members taking medication that might affect their ability to do their job safely and effectively should notify the Human Resources Department so that appropriate job and safety modifications can be made.

NEPOTISM POLICY

Members of an Team Member's immediate family will be considered for employment on the basis of their qualifications. However, immediate family may not be hired to a position that would:

1. Create a team leader/subordinate relationship with a family member.
2. Have the potential for creating an adverse impact on work performance; or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an Team Member. For the purpose of this policy, immediate family includes spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household.

Team Members who become immediate family members may continue employment as long as it does not involve any of the above. The Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If appropriate, the Company will attempt to find an alternate position for one of the Team Members. If accommodations of this nature are not feasible, and one Team Member's employment must be terminated, the Company will determine, in consultation with the Team Members, which Team Member will remain employed with the Company.

ROMANTIC RELATIONSHIPS

Consensual romantic relationships between a manager or team leader, and non-managers or team leaders, or between an Team Member with team leadery authority and his or her subordinate, may compromise the Company's ability to enforce its policy against sexual harassment.

Consequently, if such relationships arise the Company will consider them carefully, and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within the office to diminish or eliminate the team leadery relationship and workplace contact that may exist. Any manager or team leadery Team Member involved in such a relationship is required to report the relationship to the Director of Human Resources.

VIOLENCE IN THE WORKPLACE

The Company strongly believes that all Team Members should be treated with dignity and respect. Threats or acts of violence will not be tolerated. Any threats or acts of violence must be reported to the Team Member's team leader and/or the Human Resources Department. When in doubt, discuss the matter for the protection of all. Such matters will be fully investigated.

The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

ACCIDENTS AND EMERGENCIES

Maintaining a safe work environment requires the continuous cooperation of all Team Members. The Company strongly encourages Team Members to communicate with fellow Team Members and their team leader regarding safety issues.

All Team Members will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on the Company premises. Team Members should contact their team leader, the nearest team leader, and/or 911 in the event of an accident or emergency.

If an Team Member is injured on the job, the Company provides coverage and protection in accordance with the Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the Team Member's team leader, who in turn will notify Human Resources of the incident.

Failure to report accidents or injuries is a serious matter and may result in discipline.

OPEN DOOR POLICY

The Company promotes an atmosphere whereby Team Members can talk freely with members of the management staff. Team Members are encouraged to openly discuss with their team leader any problems so appropriate action may be taken. If the team leader cannot be of assistance, Human Resources is available for consultation and guidance. The Company is interested in all of our Team Members' success and happiness with us. We, therefore, welcome the opportunity to help Team Members whenever feasible.

INTERNAL COMPLAINT PROCEDURES

To foster sound Team Member-employer relations through communication and reconciliation of work-related problems, the Company provides Team Members with an established procedure for expressing employment related concerns.

In situations where Team Members feel a complaint is in order, the following steps should be taken:

- If an Team Member believes that he/she has a legitimate work-related complaint (other than discrimination or harassment complaints, which should be raised in accordance with the specific policies), the Team Member is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate team leader.
- If the situation is not resolved within ten working days from the time the complaint is discussed with the Team Member's immediate team leader, the Team Member should talk with the next level team leader or a representative in the Human Resources Department with written documentation. The Company will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent feasible.

SOLICITATIONS AND DISTRIBUTIONS

Solicitation or distribution of printed materials, fund raising appeals, or posting of notices on Company property can be disruptive, may hinder workflow, and, in certain instances, present a safety hazard. Accordingly, in order to avoid disruption of work and unnecessary disturbance to our Team Members, no Team Member may solicit for any reason on working time or in working areas.

Working time does not include mealtimes, specified break periods, or other times when an individual is legitimately not working. This prohibition applies both with respect to the person soliciting and the person solicited.

Solicitation and/or distribution of literature by non-Team Members on Employer property is prohibited. Distribution of literature by Team Members on Company property is prohibited on working time and in working areas.

The Company does permit exceptions to this policy for Salvation Army, St. Vincent's DePaul, United Way, American Red Cross and ARC Blood Donor Center and various Employer-sponsored activities if prior authorization has been obtained from the Human Resources Department. Solicitations may be made for gifts to fellow Team Members or their families at such times as birthdays, the birth of a child, graduation,

or similar occasions, or when an expression of sympathy is warranted as in the death of a family member, only in accordance with this policy (e.g., on non-working time and in non-working areas).

EMPLOYER INFORMATION AND PROPERTY

The protection of the Company business information, property and all other Company assets are vital to the interests and success of the Company. No Company related information or property, including without limitation, documents, files, records, and computer files, equipment, and office supplies or similar materials (except in the ordinary course of performing duties on behalf of the Company) may, therefore, be removed from the Company's premises. In addition, when a Team Member leaves the Company, the Team Member must return to the Company all the Company related information and property that the Team Member has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including termination of employment.

E-MAIL, VOICEMAIL, COMPUTER AND INTERNET POLICY

Every Company Team Member is responsible for using the electronic mail (E-mail), computer, voicemail and Internet systems properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

These systems are the property of the Company. The Company provides these systems for use in conducting company business. All communications and information transmitted by, received from, or stored in these systems are company records and property of the Company. They are to be used primarily for company purposes. Use of these systems for personal purposes is to be limited and cannot exceed that which is intended for business.

Team Members have no right of personal privacy in any matter stored in, created, received, or sent over any of the Company's systems, including voicemail, email, Internet, and computer systems.

The Company, in its discretion as owner of these systems, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over these systems, for any reason and without the permission of any Team Member.

Even if Team Members use a password to access these systems, the confidentiality of any message stored in, created, received, or sent cannot be assured. Use of passwords or other security measures does not in any way diminish the Company's rights to access materials on its systems or create any privacy rights of Team Members in the messages and files on the systems. Team leaders may need Team Member passwords to access material while a Team Member is on vacation or otherwise absent from work.

Team Members should be aware that deletion of any messages or files may not truly eliminate the messages from the system. Such messages or files may be retrieved by the Company.

Team Members are not authorized to retrieve or read any files or messages that are not intended for them. Any exception to this policy must receive the prior approval of the Company management.

The Company's policies against sexual or other harassment apply fully to the voicemail, E-mail, computer, and Internet systems.

These systems may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

These systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Company management.

Team Members, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult their management.

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should contain all proper copyright and trademark notices. Absent prior approval from The Company to act as an official representative of the Company, Team Members posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of The Company."

Users should routinely delete outdated or otherwise unnecessary messages or files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Team Members are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Messages or files are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write such communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on the Company letterhead.

Any Team Member who discovers misuse of these systems should immediately contact their manager or Human Resources.

Violations of this policy may result in disciplinary action up to and including discharge.

The Company reserves the right to modify this policy at any time, with or without notice.

INTERNET USE POLICY

All of the Company's Team Members are provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. The Company may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to company blocking software.

DUTY NOT TO WASTE COMPUTER RESOURCES

Team Members must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

MONITORING COMPUTER USAGE

The Company has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by Team Members on the Internet, monitoring chat groups and news groups, and reviewing material downloaded or uploaded by users to the Internet.

PROHIBITED ACTIVITIES

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, family status, lifestyle orientation, veteran status, smoking habits, height and weight and other characteristic protected by law), or violative of the Company's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the Company's computers. Team Members encountering or receiving this kind of material should immediately report the incident to their team leaders or the Human Resources Department.

GAMES AND ENTERTAINMENT SOFTWARE

Team Members can use the company's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet after hours. We believe Team Members should have fun and encourage down-time as much as possible to get the maximum level of performance from each Team Member. Such activities cannot however take place during regular business hours except that of lunch breaks.

ILLEGAL COPYING

Team Members may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of your management.

ACCESSING THE INTERNET

To ensure security and to avoid the spread of viruses, Team Members accessing the Internet through a computer attached to the Company's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Company's network.

Virus detection. Files obtained from sources outside the Company, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's computer network. Team Members should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Company sources, without first scanning the material with Company-approved virus checking software. If you suspect that a virus has been introduced into the Company's network, notify Desktop Support immediately.

AMENDMENTS AND REVISIONS

This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the Company's computer system constitutes consent by the user to all of the terms and conditions of this policy.

USE OF COMPANY EQUIPMENT AND COMPUTER SYSTEMS

The Company provides any supplies, equipment, and materials necessary for you to perform your job. These items are to be used solely for the Company's purposes. Team Members are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported at once. Negligence in the care and use of Company property may be considered grounds for discipline, up to and including termination.

The Company's equipment, such as telephone, postage, facsimile and copier machine, is intended to be used for business purposes. An Team Member may only use this equipment for non-business purposes in an emergency and only with the permission of his or her team leader. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your team leader or accounting so that reimbursement can be made.

Upon termination of employment, the Team Member must return all Company property, equipment, work product and documents in his or her possession or control.

TELEPHONE USE

Because a large percentage of the Company's business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although the Company realizes that there are times when an Team Member may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls.

BENEVOLENCE AND CHARITY

Every Team Member is required to volunteer at least 15 hours a month with a charity or non-profit organization of his or her choice. Tapestry Digital believes firmly in giving back to the community in which it services. Volunteer forms can be obtained from your department manager.

INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, the Company may conduct internal investigations pertaining to security, auditing or work-related matters. Team Members are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in the Company's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Team Members are required to cooperate.

The Company will generally try to obtain an Team Member's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

REFERENCE CHECKS

All inquiries regarding a current or former Company Team Member must be referred to the Human Resources Department.

Should an Team Member receive a written request for a reference, he/she should refer the request to the Human Resources Department for handling. No Company Team Member may issue a reference letter to any current or former Team Member without the permission of the Human Resources Department.

Under no circumstances should any the Company Team Member release any information about any current or former Company Team Member over the telephone. All telephone inquiries regarding any current or former Team Member of the Company must be referred to the Human Resources Department.

In response to an outside request for information regarding a current or former Company Team Member, the Human Resources Department will furnish or verify only an Team Member's name, dates of employment, job title and department. No other data or information regarding any current or former Company Team Member, or his/her employment with the Company, will be furnished unless the Team Member authorizes the Company to furnish this information in a writing that also releases the Company from liability in connection with the furnishing of this information or the Company is required by law to furnish any information.

SMOKING POLICY

In keeping with the Company's intent to provide a safe and healthy work environment, the Company prohibits smoking throughout its workplace. Any questions regarding the smoking policy should be directed to the Human Resources Department.

XI. LEAVING THE COMPANY

RESIGNATION

When an Team Member decides to leave for any reason, his/her team leader and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. The Company often finds during this conversation that another alternative may be better. If, however, after full consideration the Team Member decides to leave, it is requested that the Team Member provide the Company with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). The Company will only compensate Team Members with more than six (6) months of service for unused vacation when the Team Member works throughout the notice period, unless required by applicable law. Team Members with six months or less of service will not be paid for vacation, unless required by applicable law. If, as sometimes happens, the Team Member's team leader wishes for the Team Member to leave prior to the end of the Team Member's two-weeks notice, the Team Member may be paid for the remainder of that period.

DISCIPLINE AND DISMISSAL

Every Company Team Member has the status of "Team Member-at-will," meaning that no one has a contractual right, express or implied, to remain in the Company's employ. The Company may terminate an Team Member's employment, or an Team Member may terminate his/her employment, without cause, and with or without notice, at any time for any lawful reason. No team leader or other representative of the Company (except the President & CEO) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The following are some examples of misconduct warranting discipline, up to and including discharge.

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of Company records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Inappropriate use of Internet access that is contrary to the business interests of the Company
- Undue and unauthorized absence from duty during regularly scheduled work hours

- Deliberate non-performance of work
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of the Company
- Possession of dangerous or unauthorized materials such as weapons, explosives or firearms in the workplace
- Unauthorized possession, use or copying of any records that are the property of the Company
- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of the Company
- Failure to call or directly contact your team leader when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Theft or inappropriate removal of the Company's property
- Violation of the Company's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours.
- Sleeping on duty

This above list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive and is not intended to be comprehensive and does not change the "employment-at-will" relationship between the Team Member and the Company.

The Company may, under appropriate circumstances, take corrective performance improvement action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the Team Member with a reasonable time within which to improve performance. The process is designed to encourage development by providing Team Members with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Company's policies and procedures and/or other disciplinary problems. However, Team Members' employment is at will, and the Company may terminate an Team Member's employment for any lawful reason, without utilizing corrective action.

Team Members who have had formal written warnings are not eligible for salary increases, bonus awards, promotions or transfers during the warning period.

POST RESIGNATION/TERMINATION PROCEDURES

Exit Interview

Human Resources is responsible for scheduling an exit interview with a terminating Team Member on the Team Member's last day of employment and for arranging the return of Company property.

In order to receive a disbursement of any amounts from the 401k Savings Plan, the Team Member is required to complete and sign a distribution form and submit it to the Human Resources Department. Specific information will be provided at the exit interview.

Team Members may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA as required by law. Specific information will be mailed to the individual.

Benefits

- Benefits (Life, Medical and Dental) end on the last day of the month in which your last day of employment falls.
- Final Paycheck
- Unless otherwise required by applicable law, Team Members leaving the Company must return Company property (e.g. magnetic passkey, office key(s), corporate credit card(s), computer equipment, etc.) before their final paycheck can be issued. If there are unpaid obligations to the Company, the final paycheck will reflect the appropriate deductions to the extent permitted by law.
- Computer at Home Program – The full and remaining balance of computer equipment will be paid in full on the last paycheck of the Team Member. The reimbursement will come through (1) the balance will be deducted from the last pay check (2) if the last pay check does not cover the balance then the Team Member will, in accordance with the terms and conditions set forth by the Computer at Home Program contract fulfill the remainder balance and will be paid with in 45 days or the former Team Member agrees to have his/her wages garnished until the unit is paid in full.
- Health and fitness memberships will continue until the end of the term set up with the health club. At that time the Team Member can renew his/her membership at the normal price set forth by the health club.