

EMPLOYEE **HANDBOOK**

Herring Networks Inc.
Washington DC Based Staff Only



One America News Network

Table of Contents

Employee Records.....	3
Acknowledgment	4
Introduction.....	5
At Will Employment.....	5
Equal Employment Opportunity.....	5
Immigration Law Compliance	6
Classification of Employees	6
Compensation / Pay Periods / Deductions and Offsets.....	7
Garnishment.....	7
Recording Time Worked.....	8
Work Schedules and Overtime	8
Employee Absenteeism and Tardiness	9
Rest Period.....	9
Visitors in the Workplace	10
Maintaining Employee Records.....	10
Safe Workplace.....	11
Employee Work Related Injuries.....	11
Occupational Safety and Health.....	12
Workforce Conduct.....	13
Anti - Harassment	13
Drug-free Workplace	15
Telephone, Cell Phone, Computer, E-mail, Social Networking, and Mail Usage.....	15
Personal Property	16
Smoking	16
Jury Duty.....	17
Employee Socializing	17
Non-solicitation.....	17
Business Ethics	18
Conflict of Interests and Outside Activities.....	18
Nondisclosure and Confidentiality of Company.....	19
Information	19
Suggestions	19
Military Service	20
Military Family Leave	22
Family and Medical Leave.....	22
Nursing Mothers	22
Vacation	23
Sick Leave.....	23
Holidays	24
Bereavement	25
Parental Leave.....	25
Performance Reviews	25
COBRA.....	26
Exiting Employment, Return of Company Property,.....	27
On-Going Responsibility and Future References	27
Commuter Benefits	27
Right to Revise.....	28

Employee Records

Please fill out and return with Acknowledgment of Receipt

First Name: _____

Last Name: _____

Start Date: _____

Social Security No. _____

Mailing Address: _____

Contact Number: _____

Job Title: _____

Starting/Current Pay: _____

ACKNOWLEDGMENT
OF RECEIPT OF EMPLOYEE POLICY MANUAL,
AT WILL EMPLOYMENT AND
RIGHTS OF EMPLOYER WITH RESPECT TO
EMPLOYER FURNISHED EQUIPMENT AND SERVICES

The Employee named below acknowledges receipt of the Herring Networks Inc. (“Company”) Employee Policy Manual, revision August 8, 2016, and that such manual does not create a contract of employment between the Company and Employee. Employee acknowledges that Employment is always At Will. The Employee further acknowledges that the equipment, working areas, break areas, offices and all company property, services and technology including access to the Internet and e-mail remain at all times the property of the Company. All work produced becomes exclusive. The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. The Company reserves the right to monitor the workplace, telephone conversations and Internet traffic, including e-mail, and retrieve and read any data composed, sent, or received through the Company’s online connections and stored on all computer systems. Updates of the Employee Policy Manual are available on the Company’s Intranet site at employee.herringnetwork.com under Helpful Info.

Witness

Employee’s signature

Printed name

Printed name

Date signed

_____-_____-_____
Social Security Number

Introduction

This handbook summarizes the Company's policies and practices. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

At Will Employment

Company personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, veteran status or any other consideration made unlawful by federal or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

All such discrimination is **unlawful**.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken.

Immigration Law Compliance

The Company is committed to full compliance with our nation's security requirements and the need to employ only United States citizens and aliens who are authorized to work in the United States. We comply with all laws concerning immigration. The Company does not unlawfully discriminate on the basis of citizenship or national origin. It is a condition of employment that an Employee has the legal right to work in the United States.

In accordance with federal law, all new Employees are required to comply with the I-9 requirements of the Department of Homeland Security. Should an Employee accept employment with us and then fail to meet the I-9 requirements, the offer of employment is withdrawn, or if employment has commenced, such employment is immediately terminated.

Classification of Employees

The Company categorizes all employees with respect to position and federal and local regulations. Summary definitions of each category are as follows:

- Exempt Employee - any salaried executive, creative, learned or artistic, administrative, professional, or contracted position. These employees are exempt from both the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA").
- Nonexempt Employee - any salaried or hourly employee who is not exempt from the minimum wage or overtime provisions of FLSA.
- Salaried Employee - employee whose wages are computed on an annual basis.

- Hourly Employee - employee whose wages are computed on an hourly basis.

Compensation / Pay Periods / Deductions and Offsets

The Company believes that Employees should be rewarded for their contributions to the Company through appropriate and adequate wages.

We seek to properly compensate all Employees without regard to race, age, national origin and all other statuses protected by law.

The Company reviews wage rates and compensation periodically as determined by the Company's management in order to maintain an appropriate and properly compensated workforce.

The Company has established pay periods under which Employees in the various employment categories are paid. At a minimum, such pay periods are set in accordance with any applicable state law, which establishes such pay periods.

Paychecks are subject to state and federal mandated deductions, and where authorized by law, including deductions for child support and alimony and garnishment of wages.

In the event that the Company receives an order to garnish an Employee's compensation, the Employee will be promptly notified.

On occasion, an error in an Employee's paycheck may occur. In the event of such error, the Employee's next paycheck following the discovery of the error may be appropriately adjusted.

When an Employee separates from the Company, the Employee's final paycheck will have deducted from it any amount due to the Company from the Employee, except if local law prohibits such deductions.

Garnishment

The Company may be required to deduct from an Employee's pay a portion for an Employee's paid earnings as required by a court order or levy. In the event that the Company receives such an order or levy, a copy of the document will be immediately given to the Employee.

The Company cannot advise Employees on the scope of the garnishment or any exemptions that an Employee may be entitled to under local or Federal law. Employees should consult with an attorney to determine their legal rights.

Recording Time Worked

An important part of each Employee's job is to keep accurate time records of the hours worked. With respect to non-exempt Employees, this is necessary so that the Employee receives just pay for the work performed and for the Company to be in compliance with FLSA and state law.

Each non-exempt Employee is subject to the requirement of clocking-in at the designated time clock upon arrival at work and clocking-out when leaving for the day. The Company may also require non-exempt Employees to "clock-in" and clock-out" for break periods where required by state law and for lunch breaks when leaving Company property.

No person may clock in or out during the work day on behalf of another Employee. Doing so may result in disciplinary action, including dismissal of both the Employee clocking in or out for another Employee and the Employee whose permitted or directed another to perform timekeeping on his or her behalf.

The Company reserves the right to require alternate means of an Employee's timekeeping should it be appropriate. Exempt Employees are responsible for working on the schedule set forth by the Company. This includes requiring manually entered timekeeping.

Work Schedules and Overtime

Work schedules are dependent on our business needs, which may change from day to day.

Your supervisor will let you know the work schedule for your job. Should the work schedule change as to starting and ending times or days and hours of work, Employees will be immediately notified.

The Company makes every effort to limit overtime work for non-exempt Employees. However, when a business need arises that requires overtime, non-exempt Employees may be required to work either later and/or earlier than normal hours.

All overtime authorization requested of a non-exempt Employee and the Employee's acceptance of the overtime must be in writing on a form designated by the Company.

Employee Absenteeism and Tardiness

An Employee who has two or more consecutive days of unexcused absences from scheduled work is deemed to have voluntarily resigned from employment with the Company. Similarly, an Employee who has three unexcused instances of tardiness (arrive to work over ten minutes late) is subject to disciplinary action up to and including termination.

Meal Period Breaks

The Company will provide Employees who work more than 5 hours per day with a meal period of at least 30 minutes. If the total daily work period is not more than 6 hours, the Employee may waive the break with the consent of the Company. Those Employees who work more than 10 hours per day will receive a second meal period of at least 30 minutes. If the total hours worked is not more than 12 hours, the second meal period may be waived by the Employee, but only if the first meal period was taken by the Employee.

Employees will not be required to work during meal periods.

Rest Period

The work week starts on Sunday and ends on Saturday. All Employees are entitled to at least one day of rest in a work week except in cases of emergencies and in cases of work performed in the protection of life or property from destruction.

Should the nature of an Employee's job require the Employee to work 7 days in a work week, employee will receive one day's rest. In order to receive the rest day, employee must have worked 7 consecutive days in the actual work week (Sunday – Saturday). Rest day must be used in the same month the rest day was earned. Employee will not be required to work during rest periods.

The Company also provides Employees working at least 3 and ½ hours with rest periods of 10 minutes for each 4 hours or major fraction of 4 hours worked. To the greatest extent possible, the Company will schedule such rest periods in the middle of each work period.

Visitors in the Workplace

Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors to the facility need to be authorized by a supervisor, or company management.

All visitors will receive directions to be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on Company premises, employees should immediately notify their supervisor or, if necessary, direct the individual to Company management.

Maintaining Employee Records

The Company maintains Employee records for the purpose of administering our human resource function and to comply with both federal and local laws. Employees may review their individual files relating to an Employee's performance or to any grievance upon a written request to the Company and with reasonable notice. The Employee's records will be made available to the Employee at the place where the Employee reports to work within a reasonable period of time following the Employee's request.

The Employee's review will be conducted in the presence of a Company representative and outside of the Employee's working hours. Should the Employee request a copy of the Employee's personnel file, the Company will make copies of the information requested by the Employee. The following records are not subject to Employee inspection:

- (1) Records relating to the investigation of possible criminal offense.
- (2) Letters of reference.
- (3) Ratings, reports, or records that were:
 - (A) Obtained prior to the Employee's employment.
 - (B) Prepared by identifiable examination committee members.
 - (C) Obtained in connection with a promotional examination.

The Company may from time to time have access to an Employee's medical information as part of the Company's Human Resource function. All such records, and the disclosure

of such records, are governed by HIPAA, the federal Health Insurance Portability and Accountability Act of 1996.

Accordingly, the Company follows the privacy and security standards of HIPAA to protect the confidentiality of an individual Employee's health information.

The Company also protects the privacy of an Employee's Social Security number, and uses the number only as required to facilitate payroll, employee reports required by law or for other lawful purposes.

Safe Workplace

The Company believes in fully complying with both the letter and intent of all federal and local occupational safety and health laws and regulations in order to have our business operate in a safe and healthy environment, to prevent injuries and occupational illness to our Employees and damage to property.

The Company will not condone any actual or threatened acts on the part of an Employee that result in violence or threats against another Employee or visitor to our Company. Firearms, knives or other dangerous items are expressly prohibited from the Company's premises, unless state law provides otherwise. The Company adheres to a zero tolerance level for all such acts. Employees violating this policy are subject to immediate discharge.

Employees who are subject to the prohibited acts outlined in this Policy or see or hear of any of the prohibited behavior or any other out-of-the-ordinary behavior by fellow Employees, visitors to our Company or from other sources, should report such activities immediately to the Company's management. The confidentiality of notifying a senior member of the Company will be maintained to the greatest extent possible.

We cannot overstate the Company's commitment to a safe Workplace, and we encourage all Employees to act appropriately to insure such an environment.

Employee Work Related Injuries

Our Company strives to provide a safe and secure working environment for all of our employees. When a work related injury or illness occurs, the Company must be immediately notified so the injured or ill Employee can be given immediate and appropriate medical care and treatment.

Company policy requires Employees to report all injuries and work related illnesses, regardless of severity, to their supervisor and complete the necessary Company forms, including Workers' Compensation forms as soon as is reasonably possible after an occupational injury or illness. Employees must recognize that the failure to promptly report the injury or illness may result in a Workers' Compensation claim being denied. Any Employee who witnesses an injury of a fellow Employee must also immediately report the injury.

The Company will provide immediate first aid and/or coordinate transportation to an appropriate medical provider depending on the nature the Employee's injury. In case of serious or life threatening injury, the Company may arrange transportation to an Emergency Room.

Our Employees who experience an injury or illness which requires care beyond first aid may be required to be seen by a designated Workers' Compensation provider. An Employee's supervisor or immediate manager will provide this information to the injured or ill Employee.

Injured Employees are expected to return to work as soon as is reasonably possible. The Company may require the Employee to receive certification from a medical professional that the Employee is able to return to work. An Employee who is unable to report for the Employee's regular work schedule due to an on-the-job illness or injury, must immediately notify the Employee's Supervisor or management by telephone. The injured Employee should give the Company as much notice as reasonably possible when ready to return to work so that the Employee can be placed back on the work schedule.

The Company may require an Employee who has an on-the job injury or illness and does not work the Employee's regular schedule to be examined by a medical professional designated by the Company. Failure of the Employee to be so examined may result in the Employee being denied those benefits made available to injured Employees.

As an Employee's employment with the Company is At Will, an Employee that remains absent from work after receiving medical clearance to return from an on-the-job injury, for more than three days, shall be deemed to have resigned from Employment with the Company. Likewise, failure to keep an appointment for an examination with a medical professional designated by the Company will also be deemed a resignation from employment.

Occupational Safety and Health

The Company will fully comply with both the letter and intent of all applicable federal and local occupational safety and health laws applicable to our operations.

All of our operations are to be conducted in a safe manner in order to prevent accidents, injuries and occupational illnesses. Employees are to avoid acting in any manner that

may pose a danger of injury or illness to themselves or fellow employees. Every Employee is to do the utmost to create an environment where both injuries and occupational illnesses are non-existent or reduced to a minimum.

However, in the event of an injury or occupational illness, an Employee is required to follow the Company policy on “Employee Work Related Injuries.”

Workforce Conduct

The Company believes that proper workforce conduct among our Employees contributes to a more productive and successful working environment and better serves the companies and people we deal with.

Proper conduct starts with dressing appropriately, being properly groomed and following commonly accepted personal hygiene practices for the work you are doing. “Dress for Success” should be on everyone’s mind when dressing for the workplace.

The Company also expects courtesy to fellow Employees and the people and companies we serve. Joking around, off-color jokes, ridiculing other Employees or using offensive language will not be condoned in the workplace. Condescending remarks among Employees and between supervisory personnel and those who are being supervised must be avoided. Reprimanding fellow Employees in public is to be avoided.

The Company desires to maximize a secure, safe and pleasant work environment. Following the above guidelines will be of benefit to all of us.

Anti - Harassment

The Company is committed to providing a work environment free of harassment, disrespectful or other unprofessional conduct. Company policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal or local law or ordinance or regulation. **All such conduct violates Company policy.** The Company’s anti-harassment policy applies to all persons involved in the operation of the Company and prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors and managers, as well as vendors, customers, independent contractors and

any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by company policy.

If you believe that you have been the subject of harassment or other prohibited conduct, bring your complaint to your own or any other Company supervisor, the president or the personnel administrator of the Company as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all complaints involving harassment or other prohibited conduct to the personnel administrator, investigative officer or the president of the Company. The Company will immediately undertake an effective, thorough and objective investigation of the allegations.

If the Company determines that harassment or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment or other prohibited conduct forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the D.C. Office of Human Rights investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

Drug-free Workplace

The Company is a drug- and alcohol-free workplace and has adopted a substance-abuse testing program to assure that the workplace remains drug and alcohol free. Refraining from working under the influence of drugs and alcohol is required and is a condition of employment.

The Company will test Employees based on a reasonable suspicion that an Employee is impaired by drugs or alcohol.

The Company will provide, on a confidential basis to those Employees requesting the information, the names and addresses of local rehabilitation and employee assistance programs.

Employees who have been found to test positive for substance or alcohol abuse and have failed to enter a rehabilitation program, or having entered a rehabilitation program, and continue to test positive for substance abuse as well as those Employees convicted of drug-related offenses or who refuse testing will be subject to disciplinary action by the Company, including termination of employment.

Telephone, Cell Phone, Computer, E-mail, Social Networking, and Mail Usage

The use of cell phones during an Employee's working hours is strictly prohibited except in case of emergency. When such an emergency exists, and absent an Employee having a cell phone, the Company's telephone system may be used.

Employees must receive prior approval before making a personal long distance call on Company telephones. Personal long-distance calls should be collect or charged to the employee's personal credit card.

All computers, files on the computers, our e-mail system and software furnished for use by Employees are the property of the Company and are intended for business use only. The software, which is either proprietary or subject to licensing from third parties, may not be copied.

Internet access to the worldwide web is provided by the Company to assist Employees only with work-related material. **Personal use of the Internet, including social networking sites such as Twitter and Facebook, and blogging, is strictly prohibited.** Employees should always ensure that the business information contained in e-mail messages is entirely appropriate.

Employees' internet and e-mail usage must not contain content or comments that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any Employee or other person. Examples of unacceptable content are pornography, derogatory comments involving race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other comment that may be offensive to fellow Employees or the public.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression using the Company's anti-virus software.

All of these systems are Company property subject to monitoring by the Company and disclosure to third parties including law enforcement agencies. No privacy rights can be assumed by Employees in the content of e-mails, computer and telephone usage.

While employment with the Company is always At Will, Employees must recognize that abuse of these policies will result in disciplinary action, up to and including termination of employment. Should the Company suffer a financial or property loss as a result of an Employee's abuse of these policies, the Employee may be held personally liable for all such losses.

Personal Property

The Company's property, including desks and lockers, is furnished by the Company as part of the workplace and for the convenience of Employees in performing their jobs. The Company has the right to monitor the workplace and to inspect, with or without notice to Employees, all Company property.

Employees should not bring any personal property into the workplace that they do not want to have subject to inspection.

Employees are responsible for their own belongings. Those Employees taking the property of others will be subject to disciplinary action, including termination.

Smoking

The Company maintains a smoke-free environment.

Those Employees who must smoke should do so only before and after business hours or during breaks, outside the workplace. Smoking in the workplace is strictly prohibited.

Jury Duty

The Company recognizes the importance of our Employee's civic obligation to serve on jury duty. Pursuant to the Jury Fee Act of 1994, the Company will pay full-time, qualifying employees their compensation minus fees received for jury service for up to 5 days of jury duty. Employees must get a jury duty slip signed 2 weeks prior to the summons date. The employee also must bring back from the court documentation proving jury service in order to be paid.

The Company is in compliance with all local laws relating to jury duty and the service by our Employees to meet such obligation.

Should an Employee's absence from work while serving on jury duty cause the Company an unreasonable hardship, the Company may seek to request a delay of the Employee's jury service. It is therefore important that you inform the Company as soon as you receive a jury duty summons.

Employee Socializing

The Company recognizes that from time to time Employees may socialize with one another. The Company does not discourage Employees from socializing with one another outside of the workplace, provided that such socializing does not adversely affect job performance. Employees should be well aware of the zero – tolerance Company policy against sexual harassment and harassment of fellow Employees.

The Company prohibits Employees with a supervisory role from dating Employees who are their subordinates or where one of the Employees approves the wages, overtime or expense accounts of the other Employee involved in the relationship.

Non-solicitation

The Company welcomes visitors and guests into our workplace, provided that the visit is work-related.

The Company does not allow Employees, visitors or guests, to solicit or distribute literature in our workplace at any time. The Company recognizes that our Employees do participate in activities outside of the workplace, and the distribution of non-work-related materials is limited to non-working hours and outside the workplace.

The Company bulletin boards are reserved for the Company's communications with its Employees and for displaying any notices required by governmental agencies. The bulletin boards are not to be used for solicitation.

This policy of non-solicitation may be varied only where required by federal or state law.

Business Ethics

The Company is steadfast in its complying with all applicable laws and regulations and expects its Employees to act in accordance with all laws which apply to our business. Any Employee engaging in unlawful acts or activities will be immediately dismissed from employment.

Should you become aware of any improper or unlawful conduct of another Employee, or need to discuss decisions or actions you plan to take in regard to Company business, you should immediately inform an appropriate member of the Company's management. We will protect your confidentiality to the greatest extent possible.

Conflict of Interests and Outside Activities

Each Employee should have no business interest outside of the Company which in any way conflicts with, could be construed to conflict or have the potential to conflict with, the individual Employee's duties to the Company.

No Company equipment, software or other property should be used for anything but Company business.

We encourage you to avoid any situation which could affect your undivided loyalty and the fiduciary duty you owe to the Company or which would reflect upon the integrity of this Company or your relationship or the integrity of you as an Employee.

All Employees will be judged by the same performance standards and will be subject to our scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an Employee's outside work interferes with the

Employee's performance or the ability to meet our job requirements, including any future changes in the requirements, the Employee may be asked to terminate the outside employment if the Employee wishes to remain employed by the Company.

Nondisclosure and Confidentiality of Company

Information

One of the greatest assets of the Company is its business information. For this reason we require that as part of the hiring process, all Employees sign a Nondisclosure Agreement as a condition of employment. We consider this Nondisclosure policy to be of utmost importance, so that any violation of this policy may result in immediate termination of employment or other discipline.

Among the type of information which is considered by this Company as a trade secret and subject to the nondisclosure requirements of this policy are formulas, methods, devices, programs, marketing plans, price information, financial information, vendor and customer lists, e-mail addresses and Employee personal information.

Your obligation of not disclosing our trade secrets and confidential information extends to you even after your employment with the Company ceases.

Suggestions

Our Company seeks to obtain a competitive advantage over our competition. One way of doing this is for the Company and its Employees to seek better and more efficient ways to carry on the business and to do each person's job.

The Company counts on Employees bringing to the Company's attention all suggestions and improvements which improve the way we do things or our products and services.

All such improvements and suggestions remain the Company's property and are deemed "Works Made for Hire." The Company may in its sole discretion award an Employee recognition for the Employee's efforts.

Company forms are available to Employees for their submissions.

Military Service

The Company is in full compliance with the Uniformed Services Employment and Reemployment Rights Act known as “USERRA” which offers Employees the ability to become reemployed after their military service obligations are completed.

USERRA defines “Uniformed Services” as the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service Commission Corp, the Army National Guard and the Air National Guard. Reservists of each of the services are also included.

The law covers a number of items including time off, wages, a Company’s responsibility with respect to the Employees in military service and reemployment upon return from military service.

The Employee must notify the Company as soon as possible when the Employee receives notice of a military leave requirement. Should the Employee fail to notify the Company, the Employee may not be entitled to USERRA protection.

The Company is required to allow Employees time off to fulfill their military obligation. We are permitted to contact a particular Employee’s Commander in order to seek a rescheduling of duty or to have someone else perform the duty if the Employee’s service causes an undue hardship for our business.

Employees on military duty are deemed under law to be on a leave of absence. Accordingly, wages may not be paid.

USERRA also provides for the reemployment of Employees after conclusion of military service.

According to law, a former Employee is eligible for reemployment after military service where:

- The Employee has given notice to the Company that the Employee is leaving his job for service in the Armed Forces, unless giving such notice was precluded by military necessity or otherwise impossible or unreasonable to give.
- The period of service must not have exceeded five years.
- The Employee must not have been dishonorably discharged or separated from the armed services under other punitive conditions, and
- The Employee must report back to the Company in a timely manner or have given the Employer an application for reemployment in a timely manner.

The time limits specified in USERRA for the Employee's return to work or applying for reemployment are as follows:

- Less than 31 days of military service: the beginning of the first regularly-scheduled work period after the end of the calendar day of duty, plus time required to safely return home.
- 31 to 181 days: The Employee must apply for reemployment with the Company no later than 14 days after completion of the military service obligation. If this is impossible or unreasonable, then as soon as possible.
- 181 days or more: The Employee must seek reemployment no later than 90 days after completion of military service.
- If the Employee is suffering from an illness or injury connected with the Employee's service, the application for reemployment or reporting for reemployment extends up to two years for those persons who are hospitalized or convalescing.

If it is impossible or unreasonable for the Employee to meet the above guidelines, the Employee must seek reemployment within a reasonable amount of time or as soon as possible.

The Company offers equal opportunity to those Employees who apply for reemployment outside of the above dates. We apply the same rules as are applied to any other leaves of absence from the Company.

USERRA provides that service members activated for duty on or after December 10, 2004 may elect to extend their Employer-sponsored health coverage for up to 24 months. Service members activated prior to December 10, 2004 can elect to extend coverage for up to 18 months.

USERRA applies to all positions except positions where there is "no reasonable expectation that employment will continue indefinitely or for a significant period." For example, temporary Employees. USERRA prohibits employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve. The United States Department of Labor, Veterans Employment and Training each are authorized to investigate and resolve complaints filed under USERRA.

Military Family Leave

An Employee who is a spouse of a member of the Armed Forces of the United States, National Guard, Reserves and has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or is a member of the National Guard who has been deployed during a period of military conflict or is a member of the Reserves and has been deployed during a military conflict is entitled to take up to 10 days of unpaid leave during a qualified leave period.

An Employee working for the Company for an average of 20 or more hours per week is eligible for this leave, provided that the Company is given notice by the Employee within 2 business days after receiving official notice that the member of the Armed Forces will be on leave from deployment of the Employee's intention to take sick leave.

Family and Medical Leave

The Company is not currently a covered employer under the D.C. Family Medical Leave Act ("FMLA"), nor are employees eligible for federal FMLA due to the limited number of individuals employed by the Company in and around the D.C. office. Should federal or local FMLA become applicable to the Company and its employees, employees will be notified of their leave rights under the appropriate law.

Nursing Mothers

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the Employee's infant child. If at all possible, the break time will run concurrently with any break time already provided by the Company.

The Company will make reasonable efforts to provide the Employee with the use of a room or other location, other than a bathroom, in close proximity to the Employee's work area, for the Employee to express milk in private.

Vacation

The Company has a vacation policy in order to allow eligible Employees to take time off from work for rest and personal reasons. Our vacation benefits are available to our regular full-time Employees under the following schedule:

- After the first anniversary of employment, eligible Employees receive 5 vacation days each year.
- After two years of eligible service, eligible Employees receive 10 vacation days each year.

Eligibility for vacation days has a waiting period of 180 calendar days (6 months). Within such time, no vacation is accrued. Once an Employee has completed the 180-day waiting period, Employees begin to accrue the vacation period at the rate necessary to bring the Employee within the appropriate vacation schedule. After the 180-day period, Employees may request use of the accrued vacation time.

Once accrued, vacation time can be used in minimum increments of ½ day.

The vacation time off is paid at the Employee's base compensation at the time of the vacation and does not include overtime or any special forms of compensation such as commissions, bonuses or shift differentials.

In order to appropriately schedule our workforce, the Company would like as much notice as possible as to the use of any vacation that has been accrued by Employees.

Sick Leave

Employees will accrue paid sick at the rate mandated by applicable law and accordingly the exact rate is subject to change, however, generally employees will accrue paid sick leave upon beginning employment with the Company at a rate of one hour of paid leave for every 37 hours worked, not to exceed 7 days per calendar year. Exempt employees shall not accrue paid sick leave for hours worked in excess of a 40 hour workweek.

Accrued paid sick leave may be used by employees who have been working for the company for at least **90 days**.

Generally, employees may make use of paid sick leave in the following cases:

- For absence resulting from physical or mental illness, injury, or medical condition of the employee;
- For absence resulting from obtaining professional medical diagnosis or care, or preventive medical care, for the employee;

- Based on the above, absence due to care for “family member” – child, spouse, parent, parent of spouse, spouse of child, siblings, spouse of sibling, registered domestic partner, grandchild, sibling, or one with whom the employee is in a committed relationship with as defined by local law;
- For absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse; provided, that the absence is directly related to social or legal services pertaining to the stalking, domestic violence, or sexual abuse.

Employees shall make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt the operations of the Company.

Should an unscheduled absence occur because of stalking, domestic violence, or sexual abuse mentioned above, the Company will take no adverse action against the Employee if within a reasonable time after the absence, the Employee provides the Company with a certification, and includes any of the following:

- A police report indicating that the Employee was a victim of domestic violence or sexual assault.
- A court order protecting or separating the Employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the Employee appeared in court.
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the Employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

The Company will maintain all information relative to a particular Employee and the application of this policy confidential, except as otherwise required by law.

*****A poster advising all employees of their paid sick leave rights is posted in the breakroom for everybody's review.*****

Holidays

The Company observes the following holidays each year:

- New Year Day
- D.C. Emancipation Day*
- 4th of July
- Memorial Day
- Labor Day
- Thanksgiving Day

- Christmas Day

Employees will get paid double their regular rate if they are scheduled to work on a holiday. Employees must have a minimum of six (6) months with the Company to be eligible for holiday pay.

*Employees are eligible to take off on D.C. Emancipation Day but such leave will be unpaid for this particular holiday.

Bereavement

The Company permits full-time Employees to take time off due to the death of a family member.

The Company grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, or sister. An employee with such a death in the family may take up to 3 consecutive scheduled workdays off with pay with the approval of the Company. The employee's supervisor may approve additional unpaid time off.

Parental Leave

Company employees who are parents, pursuant to local law, are granted up to twenty-four hours of unpaid leave in any twelve month period for attendance at school events for the employee's child. Such leave must be scheduled a minimum of ten calendar days in advance of the leave to be taken unless such attendance cannot be foreseen.

Performance Reviews

We believe that affording both the Company and an Employee the opportunity to discuss job performance is critical to the Employee having appropriate input into the Employee's job and for the Company to review how the Employee is performing.

The performance review may either be formal or informal. A formal job review will be scheduled so that the Employee and the Company will have an opportunity to prepare for

the review.

Informal reviews may occur after a particular project has been completed or during such project, or as the Company believes is appropriate in order to discuss issues which may arise from the day-to-day operations of the Company.

Reviews may be conducted by the Company should an issue arise which may lead to discipline of an Employee for either violating any of the policies in this Manual or other work-related matters.

Although certain policies in this Handbook may discuss discipline, including termination of employment, the availability to an Employee of the disciplinary process or performance reviews do not vary the At Will nature of the employment between the Company and Employee.

COBRA

Our Employees who are covered by Employee benefit plans and have enrolled in such plans may be permitted to continue coverage under such plans should the Employee be separated from employment. Such continuation may be subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act, known as COBRA, and related local law.

There are strict requirements that Employees must follow in order to qualify for COBRA, and once qualified, to maintain such Coverage.

In the event of separation of Employment with the Company, Employees will be notified of the steps necessary for continuation of Coverage.

Exiting Employment, Return of Company Property,

On-Going Responsibility and Future References

When an Employee's employment ends, there are certain procedures that are followed.

As all Company property is entrusted to the Employee solely for the purpose of the Company's business, all such property must be immediately returned to the Company. Employees may not take any Company documents, software, copies of e-mail, or computer files with them when employment ends.

Provided that the Company has an Employee's written permission, the Company may withhold from an Employee's final paycheck or periodic paycheck the cost of items that are not returned to the Company and to offset any money owed by the Employee to the Company, subject to applicable law.

Separation from employment, regardless of the reason, does not allow an Employee to use at another employer or in the Employee's own business the Company's confidential, proprietary and trade secret information which was learned or developed while employed with us. After employment ends, the Employee has the continued obligation to keep all such information confidential and not to discuss or reveal such information to another employer.

Should another employer desire information on a former Employee, the Company will only provide the Employee's hire date, date of separation and final position unless the Employee authorizes the Company in writing to give out other information.

The Company would like to have an exit interview with you to discuss the reasons for your leaving.

Commuter Benefits

In the event that the Company is deemed a covered employer for the purposes of local law mandating the provision of commuter transit benefits, the Company will offer employees a Company-paid benefit program in which the Company will supply, at the employee's election, either 1) a transit pass for the public transit system requested by each eligible employee or 2) reimbursement of vanpool or bicycling costs in amount at least equal to the purchase price of a transit pass for an equivalent trip on a public transit system. Details on the commuter transit benefits program will be made available to employees if and when the Company becomes a covered employer subject to D.C. Code § 32-152.

Right to Revise

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the president, Robert Herring Sr.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Herring Networks as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan's descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.