

EMPLOYEE HANDBOOK

(Not for use outside of Connoisseur)

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SECTION A

CONNOISSEUR BACKGROUND

A.1 INTRODUCTION

We are pleased that you are part of the Connoisseur Media (“Connoisseur” or the “Company”) team. We hope that our association will be a long, beneficial one and look forward to working with you for our mutual success and prosperity.

We care about your well-being on the job and your progress with the Company, and we believe that we can maintain a healthy relationship by keeping all avenues of communication open at all times. We want a spirit of cooperation to exist at Connoisseur, and we want a successful company that provides opportunities for our employees.

This Handbook is designed to acquaint you with the Company and to provide you with information about the terms and conditions of your employment, employee benefits, and our policies affecting your employment with Connoisseur. This Handbook is not an employment contract, and the Handbook or any of the policies or subparts of policies contained within it may be amended, supplemented, rescinded, modified or revised at any time without notice and at the Company’s sole discretion. In addition, the Handbook, its policies, and any subparts are subject to change based on the provisions of all applicable federal, state, and local laws. To the extent possible, the Company will inform you of any changes or revisions to the Handbook when these changes or revisions are made. Also, because no written document can anticipate every situation that may occur, and because facts and circumstances differ in each particular case, the Company reserves the right to evaluate each situation as it arises and make decisions depending on the situation. However, the Handbook is a useful guide for both employees and the Company and is a good starting place for any questions you may have.

It is your responsibility to read this Handbook carefully and direct any questions you may have to your Supervisor. **NO PROVISION IN THIS HANDBOOK IS INTENDED TO CREATE A CONTRACT OF EMPLOYMENT BETWEEN CONNOISSEUR AND ANY EMPLOYEE, OR TO LIMIT THE RIGHTS OF CONNOISSEUR AND ITS EMPLOYEES TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.**

A.2 CONNOISSEUR

Jeffrey D. Warshaw: Founder and CEO, Jeff Warshaw is a lifelong broadcaster. Jeff built his first station while still a student at the Wharton School of Business at the University of Pennsylvania, a school he graduated from with a degree in Entrepreneurial Management. In 1993, Jeff founded Connoisseur Communications Partners LP, a 39 station group, which he later sold to Cumulus Broadcasting in 2000 for \$258MM. In 2004, Jeff formed Connoisseur Media which operates over 42 radio station brands and digital assets in approximately 12 markets. Highly respected and celebrated industry-wide for his outspoken candor, Jeff’s spirit of innovation and long held principles of integrity, accountability, and improvement remain core values of the Company and guide its team members. Jeff serves on the Board of Directors of the National Association of Broadcasters, the

Radio Advertising Bureau, New Jersey Broadcasters Association, and is a member of the Nielsen Advisory Board.

Michael O. Driscoll: Co-founder and EVP/CFO, Mike Driscoll has worked with Jeff Warshaw since 1996. Mike is responsible for the banking and financial transactions for the Company, as well as its operating financial management and strategic planning. Upon joining Connoisseur Communications Partners LP in September 1996, the Company owned 10 radio stations, and Mike's financial and operational skills were utilized to help grow the Company from 10 to 39 radio stations. For the 10 years prior to joining Connoisseur, Mike was CFO at US Radio, Inc. which owned and operated 18 radio stations across the country. Mike has a bachelor's degree in finance from the University of Connecticut, a master's degree in management from Purdue University, is a Chartered Financial Analyst, and a member of the Institute of Chartered Financial Analysts.

David P. Bevins: COO of the Company, David Bevins worked with Jeff Warshaw as a General Manager in Connoisseur Communications Partners LP from 1993-2000, and reunited with Jeff when David joined Connoisseur in 2006. David is responsible for each market, working with the General Managers on a daily basis. In between working with Jeff, David held Director of Sales and Station Manager roles with Clear Channel (Chicago), and was Market Manager for Radio One (Cleveland). David is a graduate of Ball State University's telecommunications program with an emphasis in radio and television management. David serves the Radio Advisory Board as Chair of the Sales Advisory Committee.

Michael L. Dufort: SVP of the Company since September 2013, Mike Dufort focuses on creating, enhancing, and sustaining the organization's array of management systems, as well as integrating new acquisitions into the overall operation. For the 12 years prior to joining Connoisseur, Mike was an officer and member of the executive leadership team at Pamal Broadcasting, a top 35 radio broadcast company. Mike has a bachelor's degree in business administration from Sienna College, a master's degree in business administration from Rensselaer Polytechnic Institute, is a past-member of the American Institute of Public Accountants, and currently serves on the Marketron Advisory Board.

James S. Condron: SVP/General Manager of the Company since October 2014, Jim Condron has a dual role responsible for the Company's Long Island operation, in addition to uncovering regional opportunities for the Company's clients and radio stations, and oversees national sales efforts, Weather and Traffic Networks, and large scale events. Jim was previously responsible for the Long Island and Frederick, Maryland markets of the Aloha Station Trust, and oversaw WALK 97.5 on Long Island successfully for over 12 years. For the 12 years prior, Jim had an equally successful career with 106.7 lite FM (New York City). Jim is active in the community and serves as a board member on Advocates of Hope, is a member of the Stony Brook Children's Hospital task force, a past board member of the Huntington Chamber of Commerce, and remains very active with LICAAD. Jim is a graduate of The Culinary Institute of America where his studies included hotel and restaurant management.

SECTION B

EMPLOYMENT POLICIES

B.1 EMPLOYMENT AT WILL

Unless an employee has a written employment contract with specific termination provisions, all employees of Connoisseur are “at will” employees, unless otherwise defined by local state laws, and thus may resign their employment at any time for any reason with or without notice. They may also be terminated at any time with or without notice and for any reason. No statement in this manual is intended to change the basic “employment at will” contract between Connoisseur and its employees.

B.2 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY

The Company is proud of its tradition of providing equal employment opportunity to all employees and applicants without regard to race, ancestry, color, ethnicity, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital or familial status, disability, genetic information, veteran status, or any other status protected by law.¹ This policy applies to all employment practices of Connoisseur, including, but not limited to, hiring, placement, promotion, termination, layoff, and recall from layoff, transfer, leave of absence, compensation, benefits, training, and any other terms and conditions of employment. This Company not only prohibits discriminatory practices, but also harassment based upon any of the protected statuses above. (Refer to Section B.4.) Connoisseur is committed to the concept of equal opportunity in its hiring and promotion practices and therefore actively seeks, both internally and externally, the most qualified people.

This policy applies to Company officers and all employees of the Company and applies to conduct in the workplace and outside the workplace, including business trips, Company-sponsored functions, and informal gatherings attended by employees. The Company does not allow, tolerate, or condone discrimination or harassment, of or by a Company officer or employee, the Company’s clients, or any other non-employee who conducts business with the Company.

RECRUITMENT AND SELECTION

Connoisseur is committed to recruiting and selecting individuals who are the most qualified to perform the requirements of each position available. Candidates for job vacancies may be selected from existing Connoisseur employees (internally), or from outside applicants. Where qualifications are deemed equivalent, preference shall generally be given to internal candidates.

All recruitment requires the prior approval of the COO and/or CFO. To initiate a requisition for a new or replacement position, please contact your local business manager.

¹ Discrimination is defined as treating people differently, negatively, or adversely because of the person’s protected status.

The successful applicant for a job vacancy shall be given a written offer of employment outlining the terms and conditions of employment in that position contingent upon any background check, non-compete, credit check, and any pre-employment screening that may be appropriate for the position. The applicant must accept the formal offer by signing and dating it before commencing work. No offers or commitments, financial or otherwise, are to be made to any job candidate until all appropriate approvals have been obtained.

COMPLAINT PROCEDURE

Any individual who has questions regarding Connoisseur's Equal Employment Opportunity and Non-Discrimination Policy; or who feels that he or she has been discriminated against, harassed, or treated unfairly because of his/her protected status; or who is aware of any violations of the policy should immediately bring the matter directly to the attention of his/her Supervisor. If for any reason, an employee is uncomfortable bringing the complaint to the attention of his/her Supervisor, then the employee should bring the matter to the attention of his/her General Manager and/or to the Corporate Director Human Resources, or the CFO. These individuals are authorized by this policy to receive and act upon complaints of discrimination or violations of this policy on behalf of the Company.

Reports describing conduct inconsistent with this policy will be promptly and appropriately investigated. Cooperation is essential, and all employees are expected to cooperate fully with a Company investigation. The Company may take certain interim steps, such as requiring a leave of absence or a transfer, while the investigation proceeds.

In investigating potential violations of this policy and taking appropriate action, the Company will attempt to preserve confidentiality to the extent possible.

APPROPRIATE ACTION

Based on the results of its investigation, the Company will take action as it deems appropriate.

Any employee that the Company determines has engaged in conduct inconsistent with this policy or other inappropriate conduct will be subject to appropriate disciplinary action, up to and including discharge.

The Company will also take action, as reasonable and appropriate under the circumstances, with respect to non-employees who treat Company employees in a manner inconsistent with this policy.

POLICY AGAINST RETALIATION

The Company prohibits any employee from treating another employee, former employee, or applicant adversely for making a complaint, assisting another employee or applicant in making a complaint, for cooperating in an investigation, or for engaging in any legally protected activity. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedure stated above.

B.3 SEXUAL AND OTHER WORKPLACE HARASSMENT

The Company believes in respecting the dignity of every employee and expects every employee to show respect for all of our colleagues, clients, and individuals with whom we do business. Respectful, professional conduct furthers the Company's mission, promotes productivity, minimizes disputes, and enhances our reputation. Accordingly, Connoisseur considers it improper and against its policies for any employee to harass another employee because of that employee's sex or gender, race, national or ethnic origin, color, ancestry religion, age, sexual orientation, gender identity or expression, marital or familial status, physical or mental disability, genetic information, military service, veteran status, or any other protected status or characteristic. The Company will not tolerate or condone any form of harassment that violates this policy.

This policy applies to Company officers and all employees of the Company. The Company does not allow, tolerate, or condone harassment of-or-by a Company officer or employee, the Company's clients, or any other non-employee who conducts business with the Company.

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts, jokes, comments, emails, and the circulation or posting of written or graphic materials.

Sexual harassment is a problem that deserves special mention. Harassing conduct based on gender often is sexual in nature, but sometimes is not. This policy forbids harassment based on gender and sexual harassment. This policy also applies regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

The Equal Employment Opportunity Commission (EEOC) regulations define sexual harassment as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of the types of conduct prohibited by this policy include, but are not limited to:

- Repeated unwelcome sexual flirtations, advances, propositions, requests for dates, or unwelcome pressure or requests for sexual activities;
- Verbal abuse of a sexual nature or based on a protected status;
- Foul or obscene language;
- Violating someone's "personal space;"
- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, patting, grabbing, pinching, or brushing against another's body, kissing, and sexually-suggestive touching;
- Lewd, off-color, derogatory, or sexually-oriented jokes or comments, including comments or jokes about any person's sex, graphic or degrading comments about an individual's body, appearance, or sexual activity, and questions about one's sex life or experiences;
- Offensive visual conduct, including leering, staring, and sexual gestures;
- The display of offensive or sexually suggestive objects, pictures, calendars, cartoons or posters;
- Unwanted, suggestive, offensive, or obscene letters, notes, or invitations;
- Offensive e-mail or voice-mail messages; or
- Physical assault.

COMPLAINT PROCEDURE

If an officer or employee feels that he/she has experienced or witnessed any conduct that is inconsistent with this policy by any officer, employee, customer, client, or any other person in connection with employment at the Company, then he/she should bring the matter to the immediate attention of his/her supervisor. If for any reason, an employee is uncomfortable bringing the complaint to the attention of his/her Supervisor, then the employee should bring the matter to the attention of his/her General Manager, and/or to the Corporate Director Human Resources, or the CFO. These individuals are authorized by this policy to receive and act upon complaints of harassment or violations of this policy on behalf of the Company.

Reports describing conduct that is inconsistent with this policy will be investigated promptly and thoroughly. Cooperation is essential and all employees are expected to cooperate fully with a

Company investigation. The Company may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds.

APPROPRIATE ACTION

The Company will take action it deems appropriate if it determines that a violation of this policy has occurred or if inappropriate conduct is discovered in investigating reports pursuant to this policy.

Any employee that the Company determines has engaged in conduct inconsistent with this policy or other inappropriate conduct will be subject to appropriate disciplinary action, up to and including discharge, regardless of the job positions of the parties involved. The Company will also take action, as reasonable and appropriate under the circumstances, with respect to non-employees who treat Company employees in a manner inconsistent with this policy.

CONFIDENTIALITY AND NON-RETALIATION

In investigating potential violations of this policy and taking appropriate action, the Company will attempt to preserve confidentiality to the extent possible. The Company prohibits any employee from treating another employee, former employee or prospective applicant adversely for making a complaint or cooperating in any investigation. Refer to Section B.2 (Policy Against Retaliation).

B.4 EMPLOYEE COMPLAINT PROCEDURE & OPEN DOOR POLICY

Our attitudes and feelings can greatly affect both our personal life and job performance. At Connoisseur, when you have a problem that affects your job, we also have a problem. Discussing your problems or complaints with fellow employees or family members may be a way to vent your frustrations, but it may not resolve the problem or complaint. We invite and encourage you to take your problems to someone who can help you resolve them. We will make a sincere effort to work out your specific problem to our mutual satisfaction as quickly and fairly as possible.

This procedure is to be used for all issues other than alleged discrimination or harassment in violation of the Equal Employment Opportunity and Non-Discrimination, or Sexual and Other Workplace Harassment policies in this Handbook. Issues concerning alleged discrimination, harassment, or retaliation should be reported using the Complaint Procedures set forth in those policies.

Any employee having a grievance, concern, or complaint relating to his/her status or conditions of employment with the Company should first discuss the problem with his/her immediate Supervisor. If the employee does not believe that a discussion with his/her Supervisor would be appropriate, he/she should contact his/her General Manager to discuss the problem.

If the employee does not believe that a discussion with either his/her Supervisor or the General Manager would be appropriate, or feels that no satisfactory resolution has been offered, the employee may take his/her grievance, concern, or complaint to corporate and request an appointment or write to the Corporate Director of Human Resources and/or the CFO setting forth a

summary of his/her concerns. The Corporate Director of Human Resources and/or the CFO may conduct an investigation, ask the employee and/or others concerned to discuss the employee's grievance, complaint, or concern, or take other steps in order to reach, in the Company's judgment, a fair and final determination of the employee's complaint or concern, as it deems appropriate under the circumstances.

The Company prohibits retaliation against employees who submit a complaint or concern under this procedure.

While employees are encouraged to utilize the procedures discussed above, these procedures are not intended to create any contract between the Company and any employee concerning the procedures that will be followed in handling any employee concerns, including termination of employment.

There is no guarantee that every problem can be resolved to your satisfaction. But, the Company will make every effort to deal with any problem you may have in a manner that is fair and equitable to all involved.

B.5 REASONABLE ACCOMMODATIONS

In furtherance of its commitment to Equal Employment Opportunity, the Company will consider all requests for reasonable accommodations made by applicants or employees who qualify under the Americans with Disabilities Act and other applicable laws. The Company reserves the right to request medical information or examinations in connection with requests for accommodation, to the extent permitted by law. The Company will also consider requests for reasonable accommodation based upon religious belief. Requests for accommodation should be directed to the employee's immediate supervisor, General Manager, or the Corporate Director Human Resources.

B.6 NEW HIRES

All offers of employment are contingent on verification of your right to work in the United States, as required by the Immigration Reform and Control Act. On your first day of work you will be asked to provide original UNEXPIRED documents verifying your right to work in the United States and to sign a verification form required by federal law. If at any time you cannot verify your right to work in the United States, the Company may be required to terminate your employment or revoke an offer of employment.

B.7 PROFESSIONAL CONDUCT

The purpose of this Policy is to protect the integrity of Connoisseur, protect its employees from potential liability, and to provide a level of protection for business interests of Connoisseur's clients as they may relate to Connoisseur activities.

APPROPRIATE CONDUCT

Employees covered by this Policy will:

- Conduct Connoisseur business with honesty, integrity, and fairness;
- Be truthful and transparent in all communications in a way that will withstand public scrutiny;
- Avoid actual or apparent conflicts of interest in personal and professional relationships;
- Comply with rules and regulations of federal, state, and local governments, and of other appropriate private and public regulatory agencies;
- Not use confidential business or proprietary information acquired in the course of one's work for personal advantage. (Refer to Confidential Information, Section E-2);
- Share knowledge and maintain professional skills important and relevant to stakeholders' needs;
- Exercise responsible use, control, and stewardship over all Connoisseur assets and resources that are employed by or entrusted to its employ.

DISCIPLINARY ACTION

Connoisseur expects its employees to exercise self-discipline at all times in their conduct and performance. Repeated or inexcusable breaches of policies, standard operating procedures, and/or standard business ethics are not acceptable and may be subject to discipline, up to and including termination.

B.8 CONFLICTS OF INTEREST

All Company employees are expected to avoid conflicts of interest and/or the appearance of any conflict of interest. Employees should not enter into any transaction or acquire any interests if these actions would result in a conflict between the employee's self-interest and the company's interest. For example, you may not directly or indirectly (as a director, officer, partner, employee, or agent) compete with the Company, or furnish any service to the Company as an independent contractor. You also may not use the Company's name to further personal interests. To ensure that your activities do not violate this policy, you should obtain the prior written consent of the Company's CEO or CFO prior to engaging in any such activities. The Company considers the following outside activities to present potential conflict of interest problems (though the following is not an exhaustive list). Consequently, such activities may not be engaged in, under the penalty of dismissal, without the prior written consent of the Company's CEO or CFO.

- Accepting or agreeing to accept any type of payment or consideration of any nature whatsoever from anyone other than the station for the broadcast of any matter on the station;

- Being employed by or receiving money, or other consideration, for any services provided to entities other than the station;
- Serving as an officer or director or in any other official capacity for any business entity or organization other than the station if that entity or organization competes with the Company, or if serving in that capacity would limit the Company's operations under FCC's rules;
- Having any interest (including spouse and any member of your immediate family, or through any other person acting for you or on your behalf), directly or indirectly, in any competitor or entity which furnishes records or any other program matter to the station other than non-reportable positions in publicly held companies, or which purchases commercial time on the station;
- Mentioning on the air any disco, club, other event, or personal appearance at which you will appear unless on the traffic log;
- Mentioning over the air any disco, club, other event, personal appearance, or other event by others at a function in which you, your spouse, or any other member of your immediate family has an interest;
- Appearing as an emcee at concerts or performing or advertising time on or at any media outlet;
- Participating either as principal, agent or broker, in purchasing or advertising time on or at any media outlet;
- Investing in land or in any business near a proposed new or expanded facility, if you have nonpublic information that the Company is about to buy or build a new facility or expand an existing facility;
- Using, directly or indirectly, Company funds, assets, or other resources without authorization, for any unlawful goal or purpose, or in violation of Company policy;
- Giving any gifts or favors to, or receiving any gifts or favors from, any competitor, customer, or supplier, other than a gift or favor of nominal value (e.g., \$100 or less). No employee, however, may give or receive any gift or favor that could reasonably be viewed as being given or received to gain a business advantage; or
- Anything giving the appearance of a conflict of interest or violation of the Company's ethical standards, whether or not an actual conflict or violation exists.

Employees may enjoy membership in, and contribute to, political parties, and engage in lobbying on behalf of political candidates, but such activities should be conducted strictly on an employee's non-work time and at his or her own expense.

Violation of this policy may result in discipline, up to and including termination of employment.

If you are uncertain about whether a situation presents a conflict of interest, you should first contact your Supervisor and/or General Manager. If you find that you are in a situation contrary to the Company policy, you must promptly take remedial steps in consultation with the General Manager.

Nothing in this policy will be interpreted or applied in a manner that would interfere with employees' rights under the National Labor Relations Act.

B.9 PERSONAL RELATIONSHIPS

An employee who is involved in a personal relationship with another employee may not work directly for or supervise the employee with whom he/she is involved. *Personal relationship* is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. Connoisseur reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions. Supervisors are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

- If such a relationship arises, the Company expects the employee(s) to act responsibly by disclosing the relationship to their General Manager or the Corporate Director of Human Resources. Failure to disclose the relationship immediately will result in disciplinary action up to and including termination.
- Connoisseur will work with the parties involved to consider appropriate options. The parties involved will not be permitted to work together on matters where one is able to influence the other or take action for the other. In consultation with the General Manager in charge, if available, one of the individuals will be transferred. (In certain rare cases where the needs of the Company dictate, permission for persons in a relationship to continue employment may be granted, but this must be done in writing by the Corporate Director of Human Resources.)
- Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
- Both involved parties shall be required to state in writing to HR that the relationship is consensual.

- Continued failure to work with Connoisseur to resolve such a situation in a mutually agreeable fashion may be deemed insubordination and therefore serve as a cause for immediate termination.
- The provisions of this policy apply regardless of the sexual orientations of the parties involved.
- Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the General Manager or the Corporate Director of Human Resources.

B.10 TERMINATION OF EMPLOYMENT

Termination of employment is an inevitable part of personnel activity within any organization, and many reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** - voluntary employment termination initiated by an employee
- **Discharge** - involuntary employment termination initiated by the Company
- **Layoff** - involuntary employment termination initiated by the Company, typically for business/economic reasons
- **Retirement** - voluntary employment termination initiated by the employee

The Company generally will schedule an exit interview at the time of the employment termination. The exit interview affords an opportunity to discuss such issues as employee benefits, conversion privileges, re-payment of any outstanding debts to the Company, or return of Company-owned property. Suggestions, complaints, and questions can also be raised at this exit interview.

As explained in the Employment “At Will” Policy (Refer to Section B.1), with the exception of employees with a written employment agreement with specific termination provisions or otherwise defined by state laws, employment with the Company is based on mutual consent and both the employee and the Company have a right to terminate the employment relationship at-will, with or without cause or notice, at any time.

Employees will receive their final pay in accordance with applicable state law.

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the Company and should be submitted in writing to the employee’s immediate Supervisor. The Company requests at least two weeks written notice of resignation from employees. The Company will consider the employee to have voluntarily terminated their employment if he/she does any of the following:

- Resigns from the Company;
- Does not timely return from an approved leave of absence (or any approved extension of such leave);
- Fails to report to work and fails to call in for two or more working days in a row; or
- Engages in other conduct indicating a desire to terminate employment or inconsistent with continued employment with the Company.

TERMINATION

Among the reasons for which an employee may be terminated is poor performance, misconduct, excessive absences, tardiness, or other violations of Company policies, rules, standards, or expectations. The Company may also terminate employment for reasons such as reorganization, job elimination, economic downturns, or lack of work. However, with the exception of employees with a written employment contract with specific termination provisions or otherwise defined by state laws, the employment relationship is “at-will”, and the employee and the Company have the right to terminate the employment relationship at any time, with or without cause or notice.

B.11 EXIT INTERVIEWS

At termination, employees will be asked to participate in a confidential exit interview to discuss your reasons for leaving, suggestions for improvements within your relevant market, and with Company practices. Once the Human Resources department is made aware of your resignation, an exit interview form will be emailed to you.

SECTION C

EMPLOYMENT STATUS AND RECORDS

C.1 EMPLOYMENT STATUS

For purposes of salary and wage administration and eligibility for overtime payments and employee benefits, the Company classifies employees and other workers in different categories, including those listed below.

- **Introductory employees** - who have not yet completed the introductory period
- **Regular full-time employees** - who have completed the introductory period and regularly work 40 hours or more per week.
- **Regular part-time employees** - who have completed the introductory period and regularly work fewer than 30 hours per week. Part-time employees do not receive most benefits provided by the Company, unless eligible under the Affordable Care Act.

In addition, employees will be classified as either Exempt or Non-Exempt.

- **Exempt employees** – classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis.
- **Non-exempt employees** – receive overtime pay in accordance with our overtime policy. Their compensation is calculated on an hourly basis.

C.2 INTRODUCTORY PERIOD

New employees are introductory employees for the first days of employment (generally the first 90 days; however the time may vary by job position). During this period, employees will have an opportunity to learn their new position and see whether they enjoy their employment at the Company. The Company will use this period to assess whether the employee is able to meet its expectations and whether the employee will continue in employment beyond the introductory period. Successful completion of the introductory period will not change the “**at-will**” employment relationship between the employee and the Company, which exists both during and after the introductory period.

Introductory periods may be extended at the Company’s sole discretion. The Company may extend the introductory period if an employee who does not meet expectations demonstrates significant improvement during the introductory period, business reasons, employee time-off during the introductory period, etc.

C.3 TRANSFERS AND PROMOTIONS

Connoisseur encourages employees to assume higher-level positions or lateral transfers within the Connoisseur cluster for which they qualify.

- Generally, employees must be in their job for at least one year before applying for a change in position. In addition, employees must have a good performance, attendance, and punctuality record;
- Each employee requesting a transfer will be considered for the new position along with all other applicants;
- Each transfer to be judged on an individual basis, depending on the needs of both departments involved;
- All final decisions regarding transfer will be made by local management and the COO in conjunction with the Corporate Human Resources Department;
- Employees who wish to apply for a transfer should first discuss it with their local Manager/ General Manager so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss the career aspirations with their local Manager/ General Manager or the Human Resources Department at any time;

C.4 PERFORMANCE EVALUATIONS

Supervisors and employees are encouraged to discuss job performance and goals on an informal, and as needed basis at any time during the year. In addition to these informal discussions, formal electronic performance reviews are also conducted to provide both Supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance evaluations become part of the employee's record with the Company.

Annual performance evaluations are conducted for each full-time employee. All written performance reviews will be based on an employee's overall performance in relation to their job responsibilities and will take into account the employee's conduct, professionalism, job performance, competencies, and attendance record. Following these performance reviews, salary adjustments may be made upon recommendation, and based upon merit, salary levels for a position, and other relevant factors. Discussions with employees concerning performance evaluations will be held by the responsible Supervisor. Performance evaluations will state on the performance review form that employees have the opportunity to comment on the review, and that, any comments provided by the employee, will be placed in their personnel file. Also, employees may, at any time, state their position in writing, for inclusion in their personnel file.

A positive performance evaluation (or statements made by Supervisors or other Company representatives when discussing a performance evaluation) is not a contract or a guarantee of a pay raise or other employment action, nor is it a promise of continued employment. However, poor performance may constitute grounds for termination.

In addition to the regular performance evaluations described above, special written performance evaluations or memos may be conducted at any time to address performance or disciplinary problems.

C.5 PERSONNEL REFERENCES

From time to time, the Company may receive inquiries from third-parties regarding current or former employees, such as a bank verifying employment for an employee applying for a mortgage or a personal loan, or a prospective employer calling for an employment reference for a current or former employee.

If an employee knows that a third-party will be making an inquiry, they should direct them to the Corporate Director of Human Resources.

It is the Company policy to only confirm dates of employment and position(s) held.

If a written authorization release signed by the subject of the inquiry is received, the Company may release additional factual information such as information pertaining to subject's salary compensation, merit increases and the like. Any unusual requests should be directed to the Corporate Director of Human Resources.

If you receive a request for a reference regarding an existing or former employee, the request should be directed to the Corporate Director of Human Resources.

C.6 PERSONNEL FILES

Connoisseur maintains personnel files on each employee. These files contain documentation regarding all aspects of an employee's tenure with the Company, such as job application, resume, performance appraisals, and disciplinary warning notices. Documents containing medical information are maintained separately in the employee's file. If you are interested in reviewing your file, contact your Supervisor to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, please update the Employee Portal with any changes in your personal status (e.g. marital status, number of dependents, beneficiary designations, change of address, individuals to notify in case of emergency, etc.) as they occur.

SECTION D

PAYROLL MATTERS

D.1 WORK HOURS

The work week consists of seven (7) calendar days, Monday (12:01 a.m.) through Sunday (12 midnight). The standard scheduled work week is forty hours. Generally, all full-time employees are scheduled for five (8) hour days. The standard scheduled work day is set by local management, with normal business hours Monday through Friday from 8:30-5:30pm. Employees are provided with 30 to 60 minute unpaid meal breaks. Management retains the discretion to change the regularly scheduled hours based on business needs.

D.2 OVERTIME

All overtime worked by a non-exempt employee must be approved in advance by the employee's Supervisor. Non-exempt employees are not to perform work for the Company before, beyond or outside their normal working hours without such prior approval. Working overtime without authorization or failing to work overtime when required may result in disciplinary action, up to and including termination of employment.

Overtime compensation will be paid to all non-exempt employees in accordance with federal and state wage and hour laws. Non-exempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a workweek, and any additional overtime that may be required by state or local laws. Overtime pay is based on actual hours worked. Paid or unpaid time off will not be considered hours worked for purposes of overtime calculations. The work week, for purposes of calculation of overtime compensation, commences on Monday morning and ends at midnight the following Sunday.

D.3 PAY POLICY

Wages are paid on the 15th and the last day of each month (or the closest business day prior to such dates). In the event that you are absent from work on a payday, your direct deposit notification will be available to you on the **Connoisseur Connect** portal or through www.ipay.adp.com. You can access these sites 24/7. (Refer to section on Direct Deposit.)

D.4 PAYROLL DEDUCTIONS

The law requires that the Company make certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes and Medicare on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee, as prescribed by law.

Additionally, the Company is required to withhold court ordered deductions by federal or state agencies. Also, employees may authorize the Company to deduct amounts that they have agreed to contribute to benefit plans.

If an employee has any questions concerning why deductions were made from their paycheck or how the deductions were calculated, please contact your local business office.

D.5 ADMINISTRATIVE PAY CORRECTIONS

The Company takes reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should immediately bring the discrepancy to the attention of the local business office and/or the attention of your Supervisor so that corrections can be made as quickly as possible.

D.6 DIRECT DEPOSIT

In an effort to control expenses, along with Connoisseur's Go Green Initiatives, we encourage all employees to sign up for direct deposit. Employees can access their paystubs through the **Connoisseur Connect** Employee Portal 24/7, or through the www.iPay.adp.com site.

If you do not have a banking or credit union relationship, we will provide you with an ALINE Card by ADP. Please contact your local business office for more information.

SECTION E

EMPLOYMENT CONDUCT AND WORK RULES

E.1 GENERAL EMPLOYEE CONDUCT

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. All employees are expected to conduct themselves in a manner that will further this objective.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

- **Violations for which employee's may be disciplined and/or discharged.**

The following conduct may result in immediate discharge without warning:

- Malicious or willful destruction or damage to Company property or supplies, or to the property of another employee, customer, or visitor;
- Taking, removing, or possessing without permission property or food belonging to the Company, another employee, customer, or visitor;
- Providing false, misleading, or materially incomplete information in obtaining employment, transfers, or promotions with the Company; falsifying or providing false or misleading information on any employment documents or records, including your or a co-worker's time record(s); and other acts of dishonesty;
- Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property or into the workplace except as permitted by state law;
- Possession, use, or sale of alcoholic beverages or illegal drugs on Company property, including Company-owned vehicles, or reporting for duty under the influence of alcohol or illegal drugs, or other conduct in violation of the Company's Drug and Alcohol Policy;
- Insubordination;
- Fighting on Company property;
- Violating the Company's nondiscrimination and anti-harassment policies;
- Harassing, threatening, intimidating, or coercive language, conduct, or gestures toward a Supervisor, another employee, visitor, or current or prospective customer;
- Giving free airtime or selling airtime at a discount to any person without the Company's express authorization, or in violation of the Company's policies;

- Pleading guilty to or being convicted of any crime other than a minor traffic violation if the crime has a direct relationship to the employee's position or the continuation of employment would involve an unreasonable risk to the Company's property or to the general safety or welfare of other employees and/or the public;
- Failure to follow Company procedures for maintaining the confidentiality of the Company's proprietary and/or business confidential information and/or documents (Refer to Confidentiality Section);
- Failure to conform to all laws and regulations or committing any act or becoming involved in any situation or occurrence tending to bring the Company into conflict with the law;

The following conduct may result in **disciplinary action up to and including termination**. The type of discipline will depend on the seriousness of the violation and the specific facts and circumstances of the conduct:

- Unsatisfactory job performance;
- Not following or disregarding a safety rule or otherwise engaging in unsafe behavior;
- Tardiness or excessive absence from work or your work area, including taking too long for lunch and break periods;
- Leaving the Company's premises or your job during your working time without authorization from your Supervisor;
- Horseplay or any other action that is dangerous to others or to Company property or that interferes with other employees' work;
- Smoking in areas where smoking is prohibited;
- Working unauthorized overtime;
- Carelessness or negligence in doing your job;
- Using Company equipment or property without permission or in an unauthorized, careless, or negligent manner, including excessive or unnecessary use of the Company's equipment or property (including supplies);
- Sleeping while on duty;
- Abuse of sick or other leave;

- Violation of any Company rule, policy, or procedure.

If an employee's performance, work habits, conduct, or professionalism becomes unsatisfactory in the judgment of the Company, based on violations of the above or any other Company policies, procedures, rules, regulations, or expectations, employee will be subject to disciplinary action, up to and including termination.

TYPES OF DISCIPLINARY ACTION

Disciplinary action may include any or all of the following: oral warning, written warning, suspension, or discharge at management's discretion. A negative performance evaluation will count as a written warning. The Company has the right to determine whether and what form of discipline or termination is appropriate in each circumstance. There is no standard series of disciplinary steps the Company must follow. In certain circumstances, the employee's conduct may lead to immediate discharge. Nothing contained in this section shall contradict or affect the "at-will" employment relationship between an employee and the Company, which relationship may be terminated at any time, with or without cause or notice.

Like all Connoisseur policies, nothing in this section will be interpreted or applied in a manner inconsistent with any applicable law, including the National Labor Relations Act.

E.2 CONFIDENTIAL INFORMATION

In the course of performing their duties, employees may have access to and be entrusted with confidential information concerning present and contemplated financial and business activities of Connoisseur. The protection of the Company's confidential information is vital to the interests and the success of the Company.

Employees are bound by this policy and are not permitted to disclose any confidential information to any person, firm, or corporation except as required in the normal course of employment. Employees are not able to disclose, use or share any Connoisseur information that is not made available to the public. This is consistent with each employee's ongoing obligations to the Company.

An employee's obligation of confidentiality under this policy shall survive termination of employment with Connoisseur.

Such confidential information includes, but is not limited to, the following:

- Acquisition strategy
- Business development strategy
- Computer programs and software

- Customer lists, contact names, and telephone numbers
- Financial information
- Marketing strategies
- Music play list
- New materials research
- Pending projects and proposals
- Proprietary production processes
- Research and development strategies
- Technological data
- Technological prototypes
- Technical documents and material

Any employee who discloses confidential information, in whole or in part, with third-parties or other employees without a need-to-know will be subject to disciplinary action, up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information. Employees may be required to sign a non-disclosure agreement as a condition of employment.

Nothing in this policy will be applied or interpreted so as to interfere with employee rights under the National Labor Relations Act.

E.3 INVENTIONS, CREATIONS, AND COMPUTER PROGRAMS

In the course of an employee's employment with the Company, an employee may create, develop, learn of, receive or contribute information, ideas or inventions, that the Company desires to protect and keep secret and confidential, including, without limitation, information from third parties that the Company is obligated to keep secret. Whatever employees create in the performance of duties in the course of their employment, including, without limitation, ideas, developments, writings, improvements, designs, graphic, musical works, and computer software, is the property of Connoisseur.

E.4 TECHNOLOGY RESOURCES POLICY

This policy defines the parameters of appropriate use of the Company's technology resources. The Company's technology resources include its telephone and voice mail systems (including employee

assigned cell phones or smart phones), computer systems (e.g., desktop, portable computers and tablets, servers, networks, printers, software, and data storage media), electronic mail (email), the Internet, facsimile machines, photocopiers, and other such resources. Technology resources are intended for Company business only. The Company recognizes that, occasionally, employees may need to use its technology resources for incidental personal purposes. However, employees shall keep such personal use to an absolute minimum. The Company may require employees to reimburse it for personal use of its technology resources that result in an expense to the Company.

EMAIL, VOICEMAIL, AND COMPUTER SYSTEM USAGE

As mentioned above, the Company's email, voicemail, and computer systems are intended for Company business only. All communications and information transmitted by received via or stored in the Company's computer and telephonic communications systems are the property of the Company. No communication via the Company's systems and no use of the Company's systems by any employee, including records created or maintained on the Company's computer system, should be considered private to the employee.

It is permissible to use the Company's email, voicemail, and computer systems on a limited basis for incidental personal purposes when necessary. This does not include uses requiring substantial expenditures of time or uses for self-profit, the profit of other companies, or for job searches. The Company's electronic communications systems may not be used to solicit for social, religious, political, or other causes, outside organizations or other personal matters unrelated to the business of the Company. Junk mail, and chain letters are also prohibited. Use of systems in violation of the Company's policies, including its policies against discrimination and harassment, is also prohibited.

Employees should be mindful that they are representing the Company when sending email and, therefore, all email communications should be professional and for business reasons only. Employees should use care in addressing messages to make sure they do not inadvertently send a message intended only for Company employees to outsiders.

In addition, employees should not generate email messages if the same message would not be generated in paper form.

It is a violation of Company policy for any employee to access the Company's email, voicemail, or computer systems for non-business purposes, e.g., to satisfy idle curiosity about the Company or other people or to "snoop." In addition, employees may not use another employee's ID or password without authorization nor use the email, voicemail, or computer systems in such a way that their identity is concealed.

Violation of this policy or other misuse of Company's technology resources may result in discipline, up to and including termination.

MONITORING

The Company may engage in monitoring of technology resources, including electronic mail messages, other computer files, or voicemail created by employees. Such monitoring is conducted in the ordinary course of business at the Company's sole discretion.

ACCESS AND DISCLOSURE

An authorized representative of the Company may access and review electronic messages or files of an employee at any time at the Company's sole discretion. This may be done in cases including, but not limited to, the need to protect system security, fulfill the Company's obligations, detect employee wrongdoing, comply with legal process, or protect the rights or property of the Company.

NOTIFICATION

In the event that Company personnel access or review private electronic messages or files of an employee without the prior knowledge of such employee, the Company may, but is not obligated to, give notice of such access to the employee. If such notice is given at all, it may be delayed in order to protect the interests for which the access was undertaken.

ARCHIVING

Currently, many of the Company's electronic messaging and voicemail systems are backed up and archived. You should assume that any electronic message sent outside the Company is backed up, archived and/or printed.

Eligible electronic files may be backed up and archived to backup media. Electronic files that have been successfully backed up and retained may be accessible from backup media.

Personal messages and files may be reviewed and/or disclosed from the Company's archives at any time at the Company's sole discretion.

INTERNET POLICY

The use of the Internet by Company employees is permitted where such use is suitable for and consistent with the business of Company and supports the objectives of the Company. The Company has established an Internet access account and is providing it to employees as a tool to assist them in the performance of their jobs. Use of the Internet via the Company's account is to be carried out in a manner that comports with the Company's policies and as part of the normal execution of an employee's responsibilities.

The Internet access account, like the computer hardware and software facilities provided by the Company, is the property of the Company. All employees should recognize that improper, illegal, unethical and/or abusive actions that are carried out with the use of the Company's account could subject the Company, as well as the individual employee, to liability for such actions. The Company reserves the right to monitor and audit all usage of the account for unusual and/or unacceptable

activity as a necessary incident of providing such access, and employees should not expect any privacy in their use thereof.

The following guidelines are to be considered when using the Company's Internet access account:

- Use of the account for personal matters that are not related to the business of the Company (e.g. planning a vacation, buying or selling merchandise, gaming, eBay, etc.) is not condoned and the account should be used for these reasons only when absolutely necessary;
- Visiting Internet sites that are directed to (a) sexually oriented material, (b) material which would violate the Company's anti-discrimination and anti-harassment policies, (c) illegal activities such as gambling, or (d) violence and/or profanity, is prohibited.
- Uploading and other forms of disseminating any information relating to the business of the Company without appropriate authorization is prohibited.
- Participation in chat rooms and posting of messages on message boards/blogs is prohibited.
- Use of the Company-provided internet access and accounts for the purposes of securing non-company employment is expressly prohibited.
- Downloading and uploading of software, including programs, images, documents, and similar such files, is prohibited unless each item is directly related to the business of the Company or approved by the Director of Technology.

Failure to adhere to these guidelines in the use of the Company's Internet access account could subject an employee to disciplinary action at the discretion of the Company, including warnings, revocation of access privileges or termination of employment. In addition, the Company reserves the right to report any illegal activities to the appropriate authorities. As with all Connoisseur policies, nothing in this policy will be interpreted or applied in a manner inconsistent with applicable law.

STATION WEBSITES AND DATABASE FILES

The stations' websites and databases are significant assets of the Company and essential to the operation of the Company's business. Only employees who are authorized by the General Manager or the Director of Technology are to make any changes, postings or modifications to the sites or databases.

E.5 RECORDED CONVERSATIONS

Federal and state laws provide for the imposition of penalties for the illegal recording of telephone or other communications as well as for the illegal use of hidden cameras and wired or wireless microphones to record actions, events, talk, or conversations. In addition, the fear of being recorded

may result in a chilling effect to the expression of views, and may inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Based on the foregoing, Company employees may not record any telephone conversation or utilize hidden microphones, or recorders, during working time or in work areas, without prior approval from the CEO, and then only after agreement that the anticipated conduct is in full conformance with all applicable state and federal laws.

Employees shall follow the Company's guidelines and FCC's rules in recording telephone conversations used to support program content.

E.6 WORKPLACE VIOLENCE POLICY

Connoisseur is firmly committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company prohibits any employee from threatening or committing any act of violence against other employees or other individuals with whom employees come into contact in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. The Company also will not condone any acts or threats of violence against any employee of the Company by third-parties such as customers, visitors, or other third-parties on Connoisseur's premises or while engaged in business with or on behalf of the Company, inside or outside the workplace. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

In furtherance of this policy against workplace violence, the Company prohibits employees and others entering the Company's property from bringing firearms or other weapons onto the property, except as permitted by state law. Likewise, employees are prohibited from possessing firearms or other weapons while engaged in business on behalf of the Company, except as permitted by state law.

In order to achieve our goal of providing a workplace that is secure and free from violence, we need the support of all employees. Compliance with this policy and the Company's commitment to a **"zero tolerance"** policy with respect to workplace violence is every employee's responsibility.

Therefore, all suspicious individuals or activities should be reported as soon as possible to the General Manager. Employees are not to place themselves in peril; they are required to report any incident involving a threat of violence, or act of violence, or workplace security hazards immediately to the General Manager. If employees become aware of any workplace security hazards, they should also report that information to their Supervisor or the General Manager, as appropriate. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence, and any workplace security hazards or methods of increasing workplace security. The Company will not tolerate retaliation against any employee who reports workplace violence or who otherwise complies with this requirement.

The Company may take the following corrective action in furtherance of this policy: disciplinary action against any employee who violates this policy up to and including immediate termination, notifying police or other law enforcement personnel, taking civil legal action, prohibiting third parties from access to Company property, and/or other action appropriate under the circumstances.

Nothing stated in this policy is intended to interfere with an employee's rights to engage in lawful protected concerted activities under the National Labor Relations Act.

E.7 NON-SMOKING POLICY

Connoisseur has always been strongly committed to helping maintain the health and well-being of its employees. Smoking is prohibited within the workplace. Smoking is allowed outside each facility in areas designated as smoking areas consistent with building policies and regulations. Violation or abuse of this policy may result in disciplinary action, up to and including discharge.

E.8 DRUG AND ALCOHOL POLICY

The Company acknowledges the problem of substance abuse (including alcohol) in our community. Furthermore, we see substance abuse as a serious threat to the health and safety of our employees and to the integrity of our business.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage anyone who uses illegal drugs or abuses alcohol to seek help in overcoming his or her problem. Given these basic objectives, the Company has established the following policy designed to promote a workplace free from drug and alcohol misuse.

Whenever employees are working, present on Company premises (including the parking lot, cafeteria, break rooms, or other non-working areas), conducting Company business or operating Company vehicles, they are prohibited from selling, offering to sell, buying, offering to buy, using, dispensing, possessing, manufacturing, or being under the influence of illegal drugs. Employees may not possess, consume, or be under the influence of alcohol on Company premises (including the parking lot, cafeteria, break rooms, or other non-working areas), while driving a Company vehicle or while performing Company business. Under no circumstances may an employee be impaired while on duty. Employees who violate this policy will be subject to appropriate disciplinary measures, up to and including termination.

Since Company-sponsored events, whether on or off premises, are considered the conduct of business, alcoholic beverages may not be served or consumed without prior approval by management.

This policy applies to the Company employees (full-time and part-time), interns, volunteers, and others working for and/or on behalf of the Company. Similarly, any such conduct by contractor or

vendor employees may result in removal from the Company premises and could result in contract cancellation.

The Company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. The Company may require drug or alcohol testing in situations such as the following:

- for reasonable suspicion;
- after an accident;
- pursuant to a last-chance agreement between the Company and the employee, and;
- pre-employment screening appropriate for the position (Refer to Section B.2, Recruitment).

Employees who submit or attempt to submit altered, adulterated, or substituted specimens for testing, refuse to cooperate in required testing, fail to promptly submit specimens for testing when directed to do so, or obstruct the collection process will be subject to discipline, up to and including termination. Failure to sign appropriate forms consenting to the testing and permitting the release of test results to the Company is considered a failure to cooperate.

To implement this policy, the Company may take actions such as providing employee assistance services, employee orientation and education, supervisory training, and drug/alcohol testing.

The Company strongly encourages employees with drug or alcohol problems to seek assistance before becoming subject to discipline under this or other Company policies. The Company may provide assistance in locating treatment and rehabilitative services to employees suffering from drug and/or alcohol abuse. It remains the responsibility of employees, however, to avail themselves of such assistance, to follow the treatment recommended, and to recognize that simply seeking such assistance does not abrogate compliance with the Company's policies or job performance expectations.

The Company will keep medical records and information and records regarding drug and alcohol testing confidential to the extent required by law.

The Company will abide by all applicable laws regarding drug and alcohol testing in the workplace. Nothing in this policy will be interpreted or applied in a manner inconsistent with applicable laws. Questions concerning this policy or its administration should be directed to the Corporate Director of Human Resources.

E.9 PERSONAL USE OF COMPANY RESOURCES

The use of any software and business equipment, including but not limited to, company vehicles, facsimile machines, computers and copy machines, for personal or private purposes is prohibited.

When you leave the Company's employ, you must return all keys, documents, manuals, correspondence, and other items belonging to the Company.

E.10 USE OF COMPANY EQUIPMENT, VEHICLES, AND PROPERTY

Equipment, vehicles, and other Company property used in performing job duties may be expensive and/or difficult to replace. Moreover, improper or negligent use of Company equipment, vehicles, and other property could cause accidents, damage, and harm to people. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and Company guidelines. Employees should not, under any circumstances, intentionally damage, destroy, misappropriate, or take Company property. Connoisseur Media endorses all applicable state motor vehicle regulations relating to driver responsibility, including but not limited to hands-free laws, and Connoisseur expects each driver to drive in a safe and courteous manner.

Please notify the appropriate Supervisor if any Company equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. You are required to report promptly accidents, damages, defects, or the need for repairs to your Supervisor. Doing so could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

CONNOISSEUR OWNED VEHICLES

The Company's auto insurance follows its vehicles, and drivers of its vehicles are insured when the driver is driving a Company vehicle with permission. The Company restricts the use of Connoisseur vehicles to authorized employees only, except in emergencies, special circumstances, or in case of repair testing by a mechanic. Other employees and family members should not drive Company vehicles. Also, non-employees (other than existing or prospective clients) should not be allowed to ride as passengers.

PERSONAL OWNED VEHICLES

Employees who use their personal vehicles on Company business or activities, are required to have adequate limits of insurance, with suggested minimum coverage's of \$100,000 for property damage and \$300,000 for bodily injury. Interns, temporary help, etc. should never be asked to, or permitted to use their personal vehicle on Company business.

DRIVERS LICENSE AND DMV AUTHORIZATION

Drivers of Connoisseur or personal vehicles must have a valid driver's license and must keep their license with them at all times while driving. Any employee who has a driver's license revoked or suspended must promptly notify the General Manager or Business Manager and should discontinue operation of the Connoisseur vehicles and/or personal vehicles while on Connoisseur business.

Employees driving Company vehicles and employees who use their own vehicles for company business, will be asked to sign a release authorizing the Company to check their DMV driving record. Successfully passing this DMV check will be at the sole discretion of the Company. Employees are responsible for obeying all applicable laws, and are personally liable for payment of any traffic violations. Employees driving company vehicles or who use their own vehicle for Company business must be a minimum of age 19 and have been issued a valid and current driver's license for at least two (2) years.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment, company vehicles, or other Company property, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

REPORTING MOTOR VEHICLE ACCIDENTS

All motor vehicle accidents, regardless of severity, must be immediately reported to the Business Manager, and the driver and the Business Manager should jointly complete the Vehicle Accident Report. All accidents should be reported to our insurance company within 24 hours of the accident (or during the next business day). The Business Manager should also notify the Corporate Director of Human Resources.

MISCELLANEOUS

Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including loss of driving privileges or employee termination. The use of a Connoisseur vehicle, or of a personal vehicle while on Connoisseur business, while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including termination. All drivers and passengers operating or riding in Connoisseur vehicles must wear seat belts at all times. Drivers are responsible for the security of Connoisseur vehicles used by them and as such, vehicle engine should be shut off, keys removed, and vehicle door locked whenever vehicle is left unattended. This is especially important for remote broadcast vehicles which contain valuable, portable equipment.

E.11 HOUSEKEEPING

Our offices are visited by many clients; therefore, it is extremely important that each work station, individual offices, and common space be maintained in a neat, attractive, and professional manner. Accordingly, all employees, before leaving at the end of a work period, are requested to clean their respective areas to keep the offices looking tidy.

E.12 CLIENT RELATIONS

From time to time, employees come into contact with prospective advertisers. During such times, employees are encouraged to do all that they can to win the advertisers' respect and confidence, and to build a positive relationship with these prospective clients.

Employees should not discuss the cost of advertising or station policies. Prospective clients who approach employees regarding this type of information should always be referred to the Sales Manager, a Station Account Executive, or the General Manager.

E.13 TELEPHONE ETIQUETTE

Please remember that the public at large are the people served by Connoisseur. Therefore, it is vitally important for the employee to be as courteous as possible during contact with the public through the telephone. Please remember a few, but important, telephone etiquette rules:

- Phone messages should be returned in a timely manner;
- Your voicemail message should set clear expectations for the person leaving a message; update your message appropriately;
- Answer the phone professionally as you may not know who is on the other end of the line (even with caller ID).

E.14 DRESS CODE

The intent of the dress code is to implement a policy which will reflect professionalism in the way one carries out their business tasks, yet allows for a comfortable working environment. Employees are to be neatly groomed and to dress in a manner that is consistent with their work assignment. Our staff's appearance should reflect the professionalism that Connoisseur represents. Consideration should be given to the work assignment each employee is performing for the day (e.g. meetings with clients, prospective clients, visitors, vendors, etc.) when determining appropriate dress.

Clothing considered inappropriate for office wear includes: shorts; ball caps; T-Shirts with sexually suggestive or obscene words and/or pictures; clothing torn, ripped, cut up or defaced; clothing that fits improperly (e.g. too large, too small, too tight), and revealing attire (e.g. low-cut tops, mini-skirts, tank tops, spaghetti-strapped shirts, sheer or spandex clothing).

Employees with questions regarding appropriate appearance for special occasions such as events, outings, etc., should contact management in advance.

Given the flexible nature of this policy, cooperation from all employees will be important for its success. Variations to this dress code may be appropriate for specific markets and or specific occasions, and variations can be made based upon the direction from the local General Manager.

Management reserves the right to require that an employee who does not satisfy this policy be sent home to change. The Company may also discipline employees, up to and including termination, for violation of this policy.

As with all Connoisseur policies, nothing in this policy will be interpreted or applied in a manner inconsistent with applicable law.

E.15 BUILDING SECURITY

All doors to the office will be locked after regular hours and on weekends. Entry after hours should be with Supervisory approval. Non-employees are not allowed in the building after normal hours unless accompanied by an employee. All employees in need of office keys should contact the General Manager or station's business office. Upon separation of employment with the Company, all keys and other Company property must be returned to the business office before the employee receives their final paycheck.

E.16 HEALTH AND SAFETY

Connoisseur has a commitment to provide you with a safe workplace. In return, we ask that you work safely. A safe workplace is the result of a cooperative effort by you and the Company.

The following rules should be followed in order to assure a safe working environment:

- Report all work-related injuries or illnesses, no matter how slight to your Supervisor immediately;
- Do not remove guards or safety devices from company equipment. Do not operate equipment unless guards or safety devices are working properly;
- Keep all building exits clear;
- In case of fire or similar emergency, walk calmly to the nearest exit;
- If you witness any unsafe conditions or an accident, notify your Supervisor;
- Smoking is not permitted inside any building, designated outside areas may be used for smoking.

ACCIDENT REPORTING PROCEDURE

The purpose is to establish a clear and consistent reporting procedure for on-the-job incidents involving personnel injury and/or property damage (including vehicles). Successful adherence to this procedure, and prompt reporting, will assist efforts to provide the appropriate level of care to Connoisseur employees, reduce the lost workday severity rate, and comply with workers' compensation and liability insurance reporting requirements.

The requirements of this procedure will apply to all Connoisseur personnel, including temporary and interns.

- The person involved in the accident and/or Supervisor shall provide verbal notification. This notification shall be provided immediately, but if not medically able to do so, no less than one hour after accident occurred;

- The following information should be conveyed to either the General Manager or the local Business Manager:
 - Name and location of caller (if not employee)
 - Name of injured persons, if applicable
 - Description of the accident
 - Description of injuries, if applicable
 - Telephone number for a return call
- The local market should notify the Corporate Director of Human Resources regarding the accident.

E.17 DISTRIBUTION AND SOLICITATION OF LITERATURE

In an effort to assure a productive and harmonious work environment, and to prevent interference with work and inconvenience to others, the Company has established this policy regarding unauthorized solicitation and distribution of literature.

Persons not employed by Connoisseur may not solicit on company property for any purpose, at any time, and may not distribute literature on company property for any purpose or at any time. Further, employees may not solicit other employees either during their own working time or during the working time of the employees to whom the solicitation is directed. Break time is not included as “working time” for purposes of this policy.

The distribution of any literature etc. by employees is not allowed during working time or in working areas.

E.18 BULLETIN BOARDS

Bulletin boards contain many items that we are required by law to post. They are also an important way of passing needed information to you.

You should check the bulletin boards often. These bulletin boards are for Company use only to display work-related information.

E.19 ATTENDANCE

Regular and predictable attendance is an extremely important condition of your employment with Connoisseur. In order to maintain an efficient and dependable work force, employees are expected to be present and on time each work day and record their arrival and departure times on their timesheets, as well as any errands, doctor’s appointments, etc. Lunch time taken should also be recorded.

Recognizing, however, that employees may need to be absent due to personal injury, illness, or disability, for medical, dental, or optical appointments, to care for an ill member of the employee's immediate family, for the birth, adoption, or foster care of a child, or for other reasons, the Company has established several policies to address these situations. Please refer to the Company's policies in the Employee Benefit Programs Section of this Handbook for more information on these types of absences and leaves and the employee requirements for obtaining paid or unpaid leaves of absences in these situations.

If you must be absent, advise your Supervisor as soon as you know the absence will occur. If you cannot reach your Supervisor, leave a message on your Supervisor's voice mail prior to the start of the work day.

Employees who fail to call in for two (2) consecutive days shall be deemed to have voluntarily terminated their employment with the Company.

The Company may require an employee to present medical certification and documentation from an appropriate health care provider indicating that the employee may return to work. The Company also reserves the right to require the employee to be examined by a health care provider designated or approved by the Company, in certain circumstances.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment, consistent with applicable law.

TARDINESS

Employees are considered tardy if they report to work after the beginning of their scheduled work time. Leaving prior to the end of their work period is also considered a form of tardiness.

MEDICAL AND DENTAL APPOINTMENTS

If you need an entire day for medical or dental procedures, a paid time off day should be used. If an absence of more than one hour or less is required, you may request a planned late arrival or early departure. Whenever possible, appointments should be scheduled before or after normal business hours and with the prior approval of your Supervisor.

E.20 VISITORS

Visitors must enter the building through the reception area. All visitors are required to register with the receptionist, stating their business. We ask that occurrences of visitors (not including station clients, listeners, etc.) at our facilities be minimized and will look to you, the employee, to assist us in this. Flower deliveries, balloon bouquets, and other personal gifts must be received at the reception area.

E.21 PERSONAL CORRESPONDENCE AND PHONE CALLS

Stationery bearing the Company's name is for business only and should never be used for personal correspondence. Personal mail should never go through the Company's postage meter.

Company telephones are generally not to be used for personal calls. Chronic abuse of this policy may lead to termination of employment. The employee may be required to reimburse the Company for excessive long distance telephone calls.

E.22 INCLEMENT WEATHER AND UNSCHEDULED CLOSINGS

Infrequently, it may be necessary to close down our offices for a period of time because of weather, power failure, or other circumstances beyond our control. If possible, we will attempt to contact you in advance of closing the office. Otherwise, you should assume that the office is operating on a normal work schedule. You should use your best judgment in determining your ability to get to and from work safely. If you are unable to report to work, you should contact your Supervisor and make them aware of your absence.

If a state of emergency has been declared, programming staff may be required to remain in the office to fulfill FCC license community obligations.

If a driving ban takes effect while employees are at work, the General Manager or COO will decide if the employees should be sent home, or if they can/should remain in the office until the ban is lifted.

E.23 TRAVEL AND EXPENSES

Employees on approved business assignments requiring travel are expected to exercise good judgment to assure that expenditures incurred are ordinary, reasonable, necessary and in the best interest of the Company. Any expenditure that is deemed to be unreasonable by the Company may be subject to non-reimbursement. All expenditures must be supported by a receipt and explained fully on the employee's Expense Report. Expense Reports should be submitted as soon as possible following the completion of a trip. When using privately owned automobiles for authorized business travel, employees will be reimbursed at a rate established by the Company.

E.24 SECURITY AND WORKPLACE INSPECTIONS

The Company wishes to maintain a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives, or other improper or dangerous items. To safeguard its employees, clients, and general public, Connoisseur strictly prohibits any persons – employee, vendor, supplier, visitor, and contractor – to bring or possess firearms (including hand weapons, regardless of any authorized permit), explosives, or any dangerous weapons or objects on Connoisseur premises or at any Connoisseur-sponsored events, except as permitted by state law.

Connoisseur premises include, but are not limited to: Connoisseur-owned, rented, used or leased property, including Connoisseur company vehicles.

To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises except as permitted by state law. The Company requires the cooperation of all employees in administering this policy.

Offices, desks, lockers, and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees should have no expectation of privacy in their use of these facilities and storage devices. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, the Company, visitors, and customers. To facilitate enforcement of this policy, the Company or its representative may also question, inspect, and/or search persons entering and/or leaving the premises and any packages, parcels, or other belongings, including purses, handbags, briefcases, backpacks, bags, lunch boxes, or any other possessions or articles carried to and from the Company's property. An employee who wishes to avoid inspection or search of any articles or materials should not bring such items onto or take such items off of the Company's premises. Employees are required to report potential violations of this policy to the General Manager.

A request to an employee to permit a search or inspection or questioning an employee about items brought onto or taken off of the Company's premises does not imply that the employee has engaged in misconduct or other inappropriate behavior.

Employees who refuse to cooperate with this policy, as well as employees who are believed to be in possession of improper items, may be subject to disciplinary action, up to and including termination.

E.25 PAYOLA/ PLUGOLA GUIDELINES

The FCC prohibits the practices of "payola." **"Payola" arises when** a broadcast station employee or contractor receives or is promised anything of value in return for putting any content on the air and there is no disclosure by the employee or contractor that he/she received something of value. Payola usually occurs when someone makes a gift or payment to a person involved in station programming (*i.e., station employees, program producers, program suppliers*) in exchange for favorable on-air exposure of a product or service. While payola is most often associated with the receipt by a station announcer or music director of money, trips, or other value for playing songs on the station, it arises whenever any programming personnel of a station gets anything of value in exchange for the airing of any content (*where a sponsorship identification is not acknowledged*). As examples:

- If a restaurant gives an announcer free food with the expectation that the announcer will rave about the meal on the air, that is payola.

- If a bar provides on-air announcers with free drinks with the expectation that the announcers will talk about what a great place the bar is, that is payola.

Payola only exists where there is no disclosure of the receipt of something of value for the on-air statements. Payola is not an issue when full disclosure is made. It is not the payment of money to influence a broadcast, but the lack of disclosure and sponsorship identification, that makes the transaction illegal. To avoid violation of the payola rules, a station employee (*as well as the person making the gift or payment*) must disclose the existence of a “payment” to the station management. It is then up to station management whether to allow the program to be aired. If it does air the program, the broadcast must then disclose the “sponsorship” arrangement.

The FCC also prohibits the practice of “plugola.” **“Plugola” occurs when** someone responsible for program selection promotes (or “plugs”) on the air a venture in which he or she has a financial interest. Plugola is similar to payola, except that it need not involve an outside party or payment of any kind. As examples:

- If a station employee promotes on the air a concert of a band that he manages without disclosing his financial interest in the band, he has engaged in plugola.
- If an employee promotes on the air a restaurant in which he is a part owner; that is plugola.

As with payola, this conduct is only illegal when there is no full disclosure. Therefore, if (1) station management is made aware of the nature and extent of the employee’s interest being promoted, and; (2) required over-the-air sponsorship identification is given, there is no plugola. Employees, who are in any way connected with station programming and have any outside interests that could result in a conflict of interest with any station programming, should disclose those interests promptly to management.

The premise underlying the payola prohibition, the plugola policy and the sponsorship identification requirement is that members of the public have a right to know when someone has a financial interest in influencing what they hear or see in the broadcast media. If a broadcast station or station employee receives any money, product, or service directly or indirectly, in exchange for causing anything to be broadcast, that fact, as well as the identification of the sponsor, must be broadcast.

The method by which Connoisseur exercises that diligence is to distribute an annual Payola/Plugola summary guideline and an affidavit to its employees with direct or indirect access to programming decisions. The affidavit deals with payola and plugola prohibitions which are intended to prevent, as well as detect, the occurrence of any activity that could be viewed as unethical, improper, or unlawful.

In no way should the requirement that the affidavit be signed, notarized, and returned at least annually, be viewed as a reflection on any employee’s honesty and integrity. General Managers are

required to check on “outside” sources such as talent, suppliers, sales agents, and other independent contractors, to ensure that the disclosures required under Section 507 are made, as necessary.

Violators of the payola and plugola prohibitions can face stiff penalties, or even imprisonment.

Failure to disclose the payment or the providing of services or other consideration, or promise to provide them, is punishable by a fine of not more than \$10,000 or imprisonment for not more than one year or both. These criminal penalties bring violations within the purview of the Department of Justice. In addition, payola and plugola by station employees, when carried on without the station owner’s knowledge, are forms of employee theft that can, among other things, result in termination of employment.

If any employee sees any situation where the station or any employee is receiving anything of value for the promotion of a product, service, or other goods on the air, where disclosure is not being made on the air, the employee should immediately report that fact to the Program Director or General Manager. If there are any questions about these policies, or their application to anything aired on any station, please consult with the station Program Director or General Manager. It is each employee's duty to make sure that these policies are observed to the letter, and violations of these policies will be grounds for termination or other employment action.

E.26 RATINGS

Connoisseur requires that employees have no personal contact with any person who, to their knowledge, is at the time a respondent to any firm conducting an audience ratings survey in the market in which the radio station with which they are concerned operates; and that they had not obtained any information in the past six months by any means, or from any source, of any activities by any person employed by our station, or acting in behalf thereof, of any efforts to make contact with a respondent to an audience survey firm, or to influence through improper means the responses to an audience rating firm.

E.27 CONTEST LOTTERIES

Connoisseur wants to ensure that our on-air contests and promotions are, in all respects, what we represent them to be and that our employees have not utilized inside information to benefit themselves or others.

Employees must have had no personal contact, except as occasioned by employment duties, at the moment a contest winner was selected, or in connection with activities thereafter, with any person who has been a contest winner in any promotion or contest in which Connoisseur has been involved. Employees must also be unaware of any instances where the selection and award of contests and promotions were not as they were reported to be by announcements made to the public and are also unaware of any efforts by any employee of Connoisseur to use information regarding contests or promotions to benefit themselves or acquaintances improperly.

PROCEDURE:

- It is the policy of Connoisseur that all contest copy broadcast over any station be cleared with Corporate. There is no exception to the rule. It is too easy to mistake a lottery for a contest; therefore, the licensee must maintain complete control. The broadcasting of a lottery in which prize, chance, and other consideration are all present may be a violation of state laws. The FCC may also fine the licensee or deny license renewal.
- The FCC has held that a licensee cannot escape liability for violations of federal lottery laws by alleging that employees misunderstood station policy or that advertising somehow circumvented the station's administrative channels. Station policies prohibiting the broadcast of lottery information must be effectively enforced.
- It is also the policy of Connoisseur to have its General Manager be responsible for ensuring that the contests that are broadcast over its facilities are, in fact, carried out in the manner broadcasted, no matter who sponsors the contest. If this means going to the supermarket to ensure that no purchase is necessary to receive an entry blank, then that is what must be done.
- An affidavit or form is required to afford proper licensee control and a copy is retained by the station. Each contest winner is required to complete an affidavit or form to ensure that there is no relationship or prior contact between the winner and any station or sponsor employee.
- Employees of Connoisseur are ineligible to participate in or receive any prizes in Connoisseur contests and promotions.
- On-air personalities are responsible for knowing FCC rules and regulations and abiding by them.

E.28 PUBLIC FILES AND ACCESS

Connoisseur provides the public at large access to its FCC public files during its normally scheduled office hours, Monday through Friday, and complies with all FCC rules.

All or part of the file may be maintained in a computer database, as long as a computer terminal is made available, at the location of the file, to members of the public who wish to review the file. Material in the public section file shall be made available for printing or machine reproduction upon request made in person. The Company may specify the location for printing or reproduction, require the requesting party to pay the reasonable cost thereof, and may require guarantee of payment in advance (e.g. by requiring a deposit, obtaining credit card information, or any other reasonable method). Requests for copies must be fulfilled within a reasonable period of time, which generally should not exceed seven (7) days. The applicant, permittee, or licensee who maintains its main studio and public file outside its community of license must:

- Make available to persons within its geographic service area, by mail upon telephone request, photocopies of documents in the file, excluding the political file, and the station must pay the postage;
- Mail the most recent version of ["The Public and Broadcasting"](#) to any member of the public who requests a copy;
- Be prepared to assist members of the public in identifying the documents they may ask to be sent to them by mail, for example, by describing to the caller, if asked, the period covered by a particular report and the number of pages included in the report.

All markets should follow their established local procedure for public access to all or part of the file maintained in a computer database, to members of the public at large who wish to review the file. Additionally, material in the public inspection file shall be made available to the public at large for printing or machine reproduction upon request made in person. Generally, requests for such copies should not exceed seven (7) days.

E.29 PUBLIC CONTACT

It is the intent of Connoisseur to serve the public both on and off the air. When speaking with the public on behalf of the Company, an employee's tone must always be professional and sympathetic, no matter what the provocation. When speaking on behalf of the Company, the interactions of the employee with the public should reflect highly upon the station and the Company.

No contact with the general public, no matter how trivial it may seem, will be ignored. All correspondence will be answered; all phone calls returned, and all complaints and suggestions given the utmost consideration.

Accurate and complete records of public contacts will be maintained by each station. Copies of all complaints and suggestions as well as the station's replies to these complaints and suggestions must be filed in the public file.

E.30 SOCIAL MEDIA AND INTERNET POSTINGS POLICY

The Social Media and Internet Postings Policy supplements the Company's Conduct and Work Rules Policies. These policies govern, among other things, the kinds of activities that are prohibited when using Connoisseur's electronic information systems including inappropriate discussions on the internet.

This Policy outlines what constitutes appropriate and inappropriate conduct for employees interacting in social media and on other online websites. The following is a list of what to do and what NOT to do when making internet posts where you may be identified with Connoisseur Media, and particularly when posting to Company sponsored internet sites.

This Social Media and Internet Postings Policy applies to any and all “social media,” that is, any website, online tool, and other interactive communication technologies which allow users to interact with each other in some way—by sharing information, opinions, knowledge, and interests. These include but are not limited to:

- Multi-media and social networking websites such as Myspace, Facebook, Yahoo! Groups, LinkedIn, and Twitter;
- Content sharing websites such as YouTube, bebo, Flickr;
- Wikis such as Wikipedia;
- Blogs.

POLICY VIOLATIONS

Your compliance with this policy is a serious matter and you should be aware that violation of this policy may result in corrective action by Connoisseur up to and including employment termination. Connoisseur may require inappropriate items posted to its Social Networking sites be removed and/or take necessary legal action to protect the company’s interests. Any social media interactions that violate the Company’s Policy against Sexual and Other Workplace Harassment may result in termination of employment.

GENERALLY EXPECTED CONDUCT

The same business and professional conduct principles that apply to your position as a Connoisseur employee applies to your online activities on behalf of the Company, as well. This includes forms of online publishing and discussion, including blogs, wikis, file-sharing, user-generated video, and social networking. This conduct expectation includes any postings to a company-sponsored site (like a company Facebook page) or ANY internet posting where you identify yourself as a Connoisseur employee.

In general, what you do during non-work time is your affair. However, activities in or outside work that affect your job performance, the performance of others, Connoisseur’s business reputation, or business interests are governed by company policy. It is important to remember that anything an employee posts on the Internet using Company resources or referring to the Company can be construed by others, rightly or wrongly, as representing the Company’s viewpoint. You should act with common sense and if you express a political opinion or an opinion regarding the Company’s positions or actions, the post must specifically note that the opinion expressed is the employee’s personal opinion and not the Company’s position. Any posting that violates the Company’s Policy against Sexual and Other Workplace Harassment may result in termination of employment.

SPECIFIC POLICY CONSIDERATIONS AND REQUIREMENTS

- **You must identify yourself as a Connoisseur employee.** When participating in any online social network on behalf of the Company, you must identify yourself as a Connoisseur

employee. For example, when posting a comment on a company sponsored site or on your own site but for company business, you must identify yourself as a Company employee via a signature on every post, and you must indicate that you are employed by Connoisseur (and/or your station specifically) on your profile page. If you have any questions about the best way to identify yourself as a Company employee in a particular context, please contact your station's General Manager.

- **Carefully consider how you present yourself in online social networks.** When participating in any online social network on behalf of the Company, you are connected with the company, with your fellow employees and managers, and with Company customers. What you say and do is a reflection on the Company, and you must act accordingly. Thus, you must ensure that content that you post, or that is otherwise associated with you, on any online social network is consistent with your role as an employee and representative of Connoisseur. As a general rule, you should act in an online community in the same way that would act in the real world when speaking with the public: be polite, positive, and truthful. In addition, you must not create your own Facebook page or other social media site on behalf of the Company.
- **Do not violate the rights of any person or company.** Connoisseur respects the intellectual property rights of others. Thus, you may only post content on a social network if you (or the Company) own all rights to that content or you have secured all necessary permissions from others. Intellectual property laws can be complicated, but here are a few general guidelines:
 - Any written text you post must either be your own original work (and not copied from another source) or the original work product of someone else who has given you written permission to post it.
 - If you wish to post photographs, illustrations, graphics, video clips, audio clips, or any other creative material, you must make sure that all required permissions have been obtained from the photographers, illustrators or other creators, as well as from any models or other individuals who are featured in the material.
 - Generally speaking, in your postings you may not mention the name of, or use a photograph of, any person unless you have written permission from him or her to do so. This includes celebrities and non-celebrities alike.

As noted, the above are general guidelines only. Exceptions may apply, and you should speak to your General Manager, the COO, and/or the Corporate Director of Human Resources if you think that an exception is warranted in a particular situation.

- **Protect the Company's confidential and proprietary information.** You must make sure you do not disclose or use Connoisseur confidential or proprietary information or that of any other person or company in any online social computing environment. For example,

releasing sales information, client information, or other inside information is not permitted. Releasing promotional events, dates of those events, or other information prior to release to the general public by the Company is not permitted.

- **Protect Connoisseur business performance.** You must not comment on confidential Company financial information such as your department's current sales figures or comment on future business plans. This includes statements about upcoming monthly, quarterly or annual sales performance, future financial periods, or information about promotional partnerships, and this requirement applies to anyone including conversations with customers, friends, the press, or others who do not have a legal right to such information. Do not confirm or deny rumors.
- **Protect Connoisseur clients, business partners and suppliers.** Do not reference or cite Company customers, clients, vendors, or business partners without their express consent. You must protect customer information including account information, business plans, and any personally identifying information. You must respect the privacy rights of all customers.
- **Respect your coworkers and viewing audience.** If you are posting on behalf of the Company, everything you publish reflects upon Connoisseur. You must remember that the Company is a diverse company with employees and customers who reflect a diverse set of customs, values, and points of view. You must be respectful and that includes not only the obvious (no ethnic slurs, personal insults, obscenity, etc.) but also proper consideration of the privacy and of topics that may be considered objectionable. Any Social Media interactions that violate the Company's Policy against Sexual and Other Workplace Harassment will be investigated and may result in termination of employment.
 - If you are posting on your own behalf, if from a post in a blog or elsewhere in social media, it is clear that you are a Company employee, or if you mention the Company, or it is reasonably clear you are referring to the Company or a position taken by the Company, and are expressing a political opinion or an opinion regarding the Company's positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
 - Also, before sharing a comment, post, picture, or video about or from a friend or colleague through any type of social media, it is a good practice to be courteous and first obtain his or her consent.
- **Respect competitors.** If you are posting on behalf of the Company, you must not discuss competitors of Connoisseur at any time on your internet postings, including comments on any Company Website or Company Social Media site such as Facebook.

- **Use your best judgment.** Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If an employee finds that they have made a mistake, admit it, apologize, correct it and move on. Employees should never post anything that is maliciously false.
 - You should remember that there are always consequences to what you publish. You must use good judgment when you make any internet posting.
 - If you are unsure whether something is inappropriate to post, please speak with your manager, General Manager, COO, or the Corporate Director of Human Resources.
- **Respect and Abide by Social Networking Media Terms of Use.** In addition to complying with this policy governing any Connoisseur employees' conduct on the Company's or any other Social Media site, you must also abide by the specific user terms of use for each site. For example, you can find Facebook's Statement of Rights and Responsibilities if you click the "Policy" link on the bottom right corner of the Facebook home page.

CODE OF BUSINESS CONDUCT

When engaged in internet posting activity where you are identified with Connoisseur or it could reasonably be assumed that you are an employee of the Company, you must follow the Company's employee handbook at all times with regard to the content of your internet postings.

ANTI-HARASSMENT AND PROFESSIONAL CONDUCT POLICY

When engaged in internet posting activity where you are identified with Connoisseur or it could reasonably be assumed that you are an employee of the Company, you must follow the Company's Anti-harassment Policy and other related policies in the Company's Employee Handbook at all times with regard to the content of your internet postings. This includes providing employment references for co-workers which should only be provided by the General Manager.

QUESTIONS

As always, if you have questions or doubts about whether your activity is appropriate, please contact your General Manager and/or the Corporate Office.

RIGHTS RESERVATION

Connoisseur reserves the right to suspend, modify, terminate, or otherwise withdraw this policy at any time as business needs warrant. The Company reserves the right to remove any posted comment to any Company Facebook page (or other owned social media sites) that is not appropriate for the topic discussed or uses inappropriate language or references.

SECTION F

BENEFITS

F.1 GENERAL BENEFIT INFORMATION

The following section summarizes the benefits eligible employees will receive. Eligibility is based on employment status. Prior service with Connoisseur or prior credited service with a station or group of stations acquired by Connoisseur may accelerate effective dates of eligibility.

Employees have three weeks from the date of eligibility to complete their online enrollment for benefits, generally available through the **Connoisseur Connect** Employee Portal. Any required forms that are not maintained on the Portal must be completed and returned to their local Business Manager. Late arrivals can lead to late entry restrictions for one year or denial of coverage for the remainder of the plan year.

If an employee acquires a new dependent or if there is another such Qualifying Event after the enrollment period, the employee must register this through the **Connoisseur Connect** Employee Portal within 31 days.

EMPLOYEE BENEFIT PROGRAMS DISCLAIMER

Connoisseur maintains a number of employee 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 Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this general explanation is not intended to, and does not, provide you with the complete information concerning these benefits. These terms and conditions of these programs are more fully described in Summary Plan Descriptions available to you on the **Connoisseur Connect** Employee Portal, or through your local Business Manager, once you are eligible to enroll under these programs.

In addition, a complete description of these employee benefit plans are contained in written plan documents, which are maintained in our Company headquarters. In the event of any contradiction between the information appearing in this Handbook, the SPDs and the written plan documents, the written plan documents shall govern in all cases. Therefore, while this Handbook is a useful guide, it does not change or otherwise interpret the terms of the official documents.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment of future benefits, or a binding contract between the Company and its employees, retirees, domestic partner, or their dependents, if relevant, for benefits or for any other purpose.

As in the past, Connoisseur reserves the right, in its sole discretion, to amend, modify and 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 employees, retirees, domestic partner, or employees dependents, if relevant, including but limited to any change to employee premium contributions. Further, the Company reserves the exclusive right, power and authority, in its sole 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.

SUMMARY OF BENEFIT COVERAGES AND ELIGIBILITY

The Company currently offers the following employee benefit plans to full-time eligible employees working a minimum 40 hour work week, and their eligible dependent(s), under the terms of the plans.

- Health Insurance and Prescription Drug Coverage
- Dental Insurance
- Vision Insurance
- Flexible Spending Accounts for Medical and/or Dependent Care
- Basic Life and AD&D Insurance
- Voluntary Supplemental Life Insurance
- Voluntary Short-Term Disability Insurance
- Long-Term Disability Insurance (pre-tax or post-tax options available)
- 401(K) Retirement Savings Plan

BENEFIT ELIGIBILITY

Benefits for Health, Dental, Flexible Savings Accounts, Life Insurances, AD&D, and Disability Insurances, become effective first of the month following/coinciding with the completion of 60 days of employment.

Eligibility for the 401(K) Retirement Plan is defined below under the 401(K) section.

EMPLOYEES/DOMESTIC PARTNERS INSURED UNDER SPOUSE'S PLAN

Employees may decline to be insured under the health plan if the employee, domestic partner, and employee's dependents are, or will be, covered under another group insurance plan for such benefits. However, in no event can an employee elect any coverage for their dependents for which they are not insured. Basic Life Insurance and AD&D Coverage is provided to all eligible employees at no cost to the employee.

If the spouse's plan terminates, or the employee's spouse ceases to be a member of an eligible class, they will be eligible, as of the date of such termination, to be insured under the Connoisseur health plan, provided the employee requests written eligibility of enrollment within 31 days of such eligibility. In addition, proof of insurability will be required and such insurance will not take effect until the date on which the insurability of the relative individual is approved by the appropriate carrier.

COORDINATION OF BENEFITS

If the individual is eligible to receive health benefits under another program, coordination of benefits will be applied so that the benefits payable from all plans do not exceed 100% of the actual expenses incurred.

All claims must go to the insured individual's carrier first and the children of a relationship must go to the carrier of the parent whose birthday falls first in the year, commonly referred to as the "birthday rule".

WAIVER OF GROUP HEALTH BENEFITS

If an individual elects to decline any of the group health benefits as outlined above, they must waive any benefits they have elected not to enroll under.

F.2 HEALTH INSURANCE

Connoisseur's medical and prescription drug plans offer flexibility for employees to manage care for themselves and their eligible dependents. Eligible employees may join the plan when first eligible.

Prescription Drug plan coverage is provided as part of the Health Insurance plan. Please refer to the **Connoisseur Connect** Employee Portal or your local Business Manager, to learn more information on the Company's healthcare plans.

F.3 DENTAL INSURANCE

Dental benefits include preventative, basic, and major services. Orthodontic coverage is also provided for dependent children. Employees are asked to review their benefit booklet for coverage level information and percentage/amount covered for their dental claim. Please refer to the **Connoisseur Connect** Employee Portal or your local Business Manager, to learn more information on the Company's dental plan.

F.4 VISION INSURANCE

A comprehensive vision plan is offered for eligible employee. Benefits include annual eye exams, retail allowances for the purchase of frames and contact lenses, co-payments for eyeglass lenses and other services. Please refer to the **Connoisseur Connect** Employee Portal or your local Business Manager to learn more information on the Company's vision plan.

F.5 BASIC LIFE INSURANCE & AD&D

BASIC LIFE INSURANCE

A Company provided benefit for eligible employees. The amount of the benefit coverage depends upon the following criteria:

- **Tier I:** All Non-Commissioned Employees – 1x annual salary to a maximum of \$250,000.
- **Tier II:** All Fully Commissioned Employees – 1x annual earnings to a maximum of \$250,000. with a minimum benefit of \$30,000.

ACCIDENTAL DEATH DISMEMBERMENT (“AD&D”)

A Company provided benefit for eligible employees. The benefit provides additional protection in the event of accidental death, or dismemberment (including loss of limb or eye). Coverage is equal to a 100% of the employee’s basic life benefits. Please refer to the **Connoisseur Connect** Employee Portal or your local Business Manager, to learn more information on the Company’s basic life and AD&D plans.

F.6 VOLUNTARY SUPPLEMENTAL LIFE INSURANCE

Term life insurance can be purchased at the employee’s own expenses, as well as for the employee’s eligible dependents. The premium is based on group rates and age. If the employee elects to participate, the premium is deducted from your paycheck for your convenience. Please refer to the **Connoisseur Connect** Employee Portal or your local Business Manager, to learn more information on the voluntary life insurance plans.

F.7 VOLUNTARY SHORT-TERM DISABILITY (“STD”) INSURANCE

Employees can elect a STD benefit if they are unable to work due to a short-term illness or disability. Employees absent under sick leave for three (3) consecutive days or more are required to provide their Supervisor with a medical certificate from their doctor prior to returning back to work. The medical certificate must include the employee’s name, anticipated return to work date, any medical work restrictions, and expiration of those restrictions.

If an employee remains disabled and has elected the voluntary short-term coverage, the STD plan will provide salary continuation at a reduced amount up to a maximum of 25 weeks. Any benefits the employee is enrolled in at the time of STD would continue through the STD period and at the same cost to the employee as if actively at work. Vacation accrual will not continue while on STD.

Benefits under the STD plan are payable from the 8th day of illness or disability and all subsequent days, absent for the same illness or disability up to the maximum of 25 weeks, as determined by the employee’s personal physician. Your local Business Manager can answer any questions you may have on the STD benefit.

F.8 LONG-TERM DISABILITY (“LTD”) INSURANCE

The LTD plan provides income protection during extended periods of disability. The payment of the LTD insurance benefit is contingent upon an employee being totally disabled due to illness or non-occupational injury and commences on the exhaustion of the short-term disability period of 180 days (if the employee elected voluntary short-term disability insurance), or the 181st day of disability. Your local Business Manager can answer any questions you may have on the LTD benefit.

F.9 401(K) RETIREMENT SAVINGS PLAN

All eligible regular Full-Time and Part-Time employees can contribute to the Connoisseur 401(k) Retirement Savings Plan. Contract hires, students and interns are not eligible.

ELIGIBILITY

- Must be 21 years of age;
- Must have completed one year of service, from date of hire;
- Must have 1,000 hours of service (*see hours of service below*);
- Eligible employees can enroll after completion of one year of service and upon the next quarterly “Open Enrollment” for the Plan.

For Example: An employee’s hire date was 11/14/2014. The employee’s one year anniversary will be 11/14/2015, when he/she will be eligible. However, the next quarterly Open Enrollment will be January 1st, 2016, and this is when the employee will gain entry into the Plan.

HOURS OF SERVICE

Employee will have completed a Year of Service if at the end of a 12-month period beginning on the employee’s date of hire the employee has been credited with at least 1,000 Hours of Service. If the employee has not been credited with 1,000 Hours of Service by the end of that period, the employee will have completed a Year of Service at the end of any following Plan Year during which he/she were credited with 1,000 Hours of Service.

CONTRIBUTIONS

- **Employer** – Connoisseur matches employee contributions at 25% of every dollar the employee contributes, up to a set amount as determined by the Company.
- **Employee** – The maximum amount an employee can defer is equal to the Annual Federal Limits for the calendar year. Employees age 50 and above are eligible for an additional “Catch-up” contribution which is above the normal Plan or IRS limit.

F.10 CONTINUATION OF HEALTH INSURANCE COVERAGE (“COBRA”)

In certain circumstances, employees and their dependent(s) may be able to obtain a temporary extension of group health insurance coverage (called “continuation coverage”) where such coverage would otherwise be terminated. Employees with questions about continuation coverage should contact their local Business Manager.

F.11 WORKERS’ COMPENSATION

The Company provides a comprehensive workers’ compensation insurance program at no cost to employees in accordance with applicable state law(s). This program covers injuries or illnesses sustained in the course of employment. Subject to applicable legal requirements, workers’ compensation insurance usually provides benefits after a short waiting period, but immediate benefits may be available in some circumstances.

Employees who sustain work-related injuries must inform their General Manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Failure to make an immediate report may affect eligibility for workers' compensation benefits to which the employee otherwise would be entitled. Employees who file fraudulent claims will be subject to immediate termination of employment.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty, recreational, social, or athletic activity sponsored by the Company.

F.12 HOLIDAYS

Regular full-time employees generally receive the following nine (9) pre-designated paid holidays per year, although the holiday schedule is subject to change on an annual basis at the sole discretion of the senior management.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Three (3) Floating Holidays – *designated by local management*

Floating holidays are generally pre-designated by local management at the beginning of the year. In the case where floating holidays are not pre-designated, you must inform your Supervisor at least one week in advance of the day you intend to take. The floating holiday will be granted upon the approval of your Supervisor. Unless otherwise required by state law, the floating holidays cannot be carried over from year to year, nor will the Company pay employees for accrued unused floating holidays at the end of the year or at termination.

In order to receive holiday pay, you must work your regularly scheduled work day prior to and immediately following the holiday. You will be deemed to have worked your regularly scheduled work day prior to and immediately following a holiday if such prior or following day was a scheduled vacation day. Refer to Section F.13, Vacation Leave below.

Holidays falling within an employee's requested vacation will be paid as holidays, not vacation time. Holidays are paid at regular pay. When an employee's day off falls on a holiday, that employee may take another day off during the pay period in which the holiday occurs. An employee who works on a holiday may be granted additional time off, which must be used within one month of the holiday for which the time off, is granted, unless such time is extended, in writing, by the General Manager. The employee must request the day or time off at least two weeks in advance of the contemplated day from his/her Supervisor.

This policy, like all Connoisseur policies, will be applied consistent with applicable laws. To the extent that any applicable law conflicts with any portion of this policy, the law will control.

F.13 VACATION AND SICK LEAVE

VACATION LEAVE

Regular full-time employees working 40 or more hours per week, will be eligible for vacation leave based upon their length of service with the Company as a full-time employee.

Vacation leave must be taken between January 1st and December 31st and cannot be carried over into the next calendar year, unless required by state law. In some circumstances, due to staffing and/or business needs, the Company may not be able to grant vacation leave at the time requested. In those special cases, employees may be able to carry over vacation time into the next year. No vacation time is earned while an employee is out on an unpaid leave of absence.

Employees who are on-air may not take a vacation during a spring or fall rating period, except with the approval of their direct manager or General Manager.

Account Executives (and employees on commissions) are eligible to take vacation time based on their length of service with the Company in accordance to the vacation schedule below. However, Account Executives will not be paid for any vacation time which they take. Should Account Executives terminate from the Company for any reason, their commission(s) will be paid to them through their last day of employment, in accordance with the Company's policies and procedures. However, since Account Executives are not eligible for paid vacation benefits, no vacation pay will be due to commissioned employees upon their termination of employment.

Generally, part-time, temporary, contract employees, and interns are not eligible for vacation leave.

Vacation is not earned in pay periods during which unpaid leave, short or long term disability leave, or workers' compensation leave are taken.

Employees may use vacation time in half-day increments. Time that is not covered by the Company's vacation policy, and for which separate guidelines and policies exist, include company paid holidays, floating holiday(s), bereavement time off, required jury duty, and military/family military service leave.

Vacation requests require a minimum of two weeks' notice to the employees Supervisor, unless used for legitimate, unexpected emergencies. Use the Vacation Form to request time off, which can be obtained on the Connoisseur Connect portal or from your local Business Manager. In all instances,

vacation must be approved by the employee's Supervisor in advance. The Company appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

▪ **General Vacation Schedule**

Vacation is accrued on a monthly basis according to the below schedule. Vacation is advanced on the first day of the month and is earned each complete calendar month worked. Regular full-time employees will be eligible for the following vacation. For new hires, please see the below pro-rated vacation schedule.

Length of Service

More than one (1) but fewer than five (5) years
Five (5) but fewer than twelve (12)
Twelve (12) or more

Eligible Vacation Days

10 days (2 weeks), accrued
15 days (3 weeks), accrued
20 days (4 weeks), accrued

The transition from (10) to (15) eligible vacation days is effective on January 1st of the year in which an employee's fifth employment anniversary falls. Similarly, the transition from (15) to (20) eligible vacation days occurs on January 1st of the year in which an employee's twelfth anniversary occurs. If an employee returns to Connoisseur after a break in service of any duration, the employee will be treated as a new hire for determining vacation leave.

▪ **Pro-Rated Vacation Schedule for New Hires**

Newly hired regular full-time employees working 40 or more hours per week, will be eligible for pro-rated vacation leave during their first calendar year of hire, after completion of their introductory period, typically (90) calendar days. The pro-rated vacation schedule for new employees based on 10 days per year and month hired, will accrue at rate of 0.833/days per month.

For example:

An employee is hired March 23rd and will begin accruing vacation as of April 1st. Nine (9) months at 0.833/days per month is 7.5 days; the amount of eligible vacation this newly hired employee has available for their first year of hire, to be used after their introductory period.

SICK LEAVE

Regular, full-time employees working 40 or more hours per week, will be granted (7) sick days per calendar year. Newly hired full-time employees will be eligible for pro-rated sick leave during their first calendar year of hire, after completion of their introductory period, typically (90) calendar days. Sick leave for full-time employees is not an accrued benefit and unused sick leave will not be paid during employment or at the end of employment, unless required by law.

Employees are required to make reasonable efforts to schedule foreseeable sick leave to avoid disruption of Company operations, subject to the approval of the appropriate health care provider. If the employee's sick leave exceeds (3) days or more, the employee may be required to provide reasonable documentation that the leave was used for its intended purpose. In addition, the employee may be required to present a fitness for duty certification if the Company has reasonable belief that the employee cannot perform the essential job functions of his/her job and/or he/she will pose a direct threat to himself/herself or others. Employee failing to provide a fitness for duty certification when required to do so will not be permitted to resume work until it is provided. Where sick leave is used for extended period (FMLA, STD, LTD), the Company may also require medical certification/recertification periodically during the leave. If an employee has exhausted their sick leave, the Company will use the employee's vacation time in order to pay the time an employee is out on sick leave.

- **Pro-rated sick leave for new full-time employees in calendar year hired, equivalent to an (8) hour day:**

<u>Hire Date</u>	<u>Sick Days Available</u>
January	7 days
February/ March	6 days
April/ May	5 days
June/ July	4 days
August and later	3 days

IF VACATION AND SICK LEAVE IS USED FOR EMPLOYEE ILLNESS OR FAMILY SICKNESS

- Employee should notify his/her Supervisor at least two (2) weeks prior to the need for leave or such other reasonable time (typically at least three (3) calendar days in advance) if the vacation and/or sick leave is foreseeable and for prearranged appointments. Failure to provide such notice may be grounds for delaying or denial of the leave. Employees are required to make reasonable efforts to schedule foreseeable vacation and/or sick leave to avoid disruption of Company operations, subject to the approval of the appropriate health care provider.
- Employee should notify his/her Supervisor at least within one hour of the employee's regular starting time on the day sick leave is taken and all days thereafter, except in the case of a prearranged appointment or other foreseeable leave; and
- Submit appropriate medical certification supporting the need for leave from the appropriate health care provider with the employee's time sheet upon return to work if the illness or injury requires an absence of three (3) days or more consecutive work days (Thursday, Friday and Monday are considered 3 consecutive workdays). Employees who are taking

vacation and/or sick leave for a foreseeable reason may be required to submit medical certification prior to returning back to work.

- If vacation and/or sick leave is taken because of the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification upon return to work, as permitted by state law. Employees failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided. Where vacation and/or sick leave is used for extended periods, the Company also may require medical recertification periodically during the leave.

This policy, like all Connoisseur policies, will be applied consistent with applicable laws. To the extent that any applicable law conflicts with any portion of this policy, the law will control.

VACATION AND/OR SICK LEAVE EXCEPTIONS

- Vacation taken in excess of the accrued vacation will need written consent of the General Manager and the employee will be required to sign a consent form to the Company (obtained through Business Manager) authorizing a reimbursement for any vacation that has not been fully accrued in the event the employee's employment is terminated, for any reason.
- Vacation accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Under the company's Family and Medical Leave Act (FMLA) policy, all accrued vacation time is taken before the start of the unpaid FMLA time.
- An employee who has used all of their FMLA and Short Term Disability benefits, and is still unable to return to work, may have their employment terminated unless their leave is extended based on applicable law.
- Any employee, who misses two (2) consecutive days of work without notice to their supervisor at least within one hour of the employee's regular starting time, may be considered to have voluntarily quit their job.

VACATION TRACKING

Vacation is earned for Regular Full-Time Employees with 40 or more standard hours per week and employees are responsible for monitoring and tracking their vacation leave over the course of the calendar year so that they do not lose time accrued when the current year ends. The Company encourages employees to use their vacation leave at reasonable opportunities based on business and client needs. Vacation requests are subject to supervisory approval.

TERMINATION OF EMPLOYMENT

Employees are paid for any accrued and unused vacation at employment end. If an employee has used vacation time not yet accrued, and employment terminates, vacation taken that has not been accrued will be deducted from the final paycheck, as permitted by state law. Employees who give two weeks' notice of employment termination must work the two weeks without utilizing vacation unless approved in writing by the Corporate Director of Human Resources.

F.14 JURY OR WITNESS DUTY LEAVE

The Company recognizes the obligation which everyone must accept when called to jury duty. Connoisseur cooperates in meeting this obligation by paying your regular salary in addition to the jury pay that you receive. If permitted by state law, you are expected to report for work during any regular hours you are not required in court.

To receive your regular pay while on jury duty, you must submit to your Supervisor a copy of the summons to serve as soon as possible. In addition, proof of service must be submitted to your Supervisor when your period of jury duty is completed. Please notify your Supervisor as soon as you know that you will go on jury duty so that appropriate arrangements may be made to cover your job.

The Company may require that the employee seek to be excused from jury duty or change the date and/or time of witness duty if, in the Company's judgment, the employee's absence would create operational difficulties.

The Company prohibits discrimination or retaliation against employees for taking time off to serve on a jury or as a witness.

This policy, like all Connoisseur policies, will be applied consistent with applicable laws. To the extent that any applicable law conflicts with any portion of this policy, the law will control.

F.15 CRIME VICTIM AND WITNESS LEAVE

An employee may take unpaid time off to comply with a subpoena to appear in court as a witness in a court proceeding, or to attend a court proceeding, or participate in a police investigation related to a criminal case in which the employee is a crime victim. Employees who are the parent, spouse, child, sibling, or legal guardian of a victim of a crime will be allowed to take unpaid time off to attend court proceedings or prepare for court proceedings related to the criminal case of the person charged with committing the crime.

Before the leave of absence, the employee must give his or her supervisor a copy of the notice of each scheduled legal proceeding that the employee plans to attend. When feasible, an employee must give advance notice to their supervisor. When advance notice is not feasible, an employee must provide the supervisor with documentation on evidencing the judicial proceeding within a reasonable time after their leave.

F.16 BEREAVEMENT LEAVE

Reasonable time required, up to a maximum of three (3) full days calendar days paid, may be approved for the purpose of attending a funeral and tending to personal matters when death occurs in your immediate family.

Your immediate family is defined to include your spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, son, daughter, grandparents, grandchildren, step-children, legally adopted children, and relatives or relatives-in-law residing with you. It is not intended that this excused time will be approved when, because of travel or any other reason, you are not in attendance at the funeral service.

Pay for time excused under this policy will be at your normal salary rate for full time employees. Such pay will be made only for time excused from your regularly assigned work schedule.

F.17 MILITARY/ FAMILY MILITARY LEAVE

MILITARY LEAVE

Connoisseur complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and all state laws regarding military leave. Employees who are members of the “uniformed services” that require military leave must provide Connoisseur with advance notice of military service. The Company grants employees leaves of absence without pay for military or reserve duty, including military service and training.

An employee who volunteers for or is called to active military duty or to Reserve or National Guard training should notify his/her Supervisor and submit copies of military orders to him/her as soon as is practicable.

Notice may be written or verbal. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. Notification is not required when:

- Military necessity prevents the giving of notice; or
- The giving of notice is otherwise impossible or unreasonable.

Eligibility for reinstatement after military duty or training is completed will be determined in accordance with applicable laws.

FAMILY MILITARY LEAVE

Under certain circumstances, leave for family members of military members may be available even if family members do not qualify for leave pursuant to the Family Medical Leave Act below. Please consult with the Corporate Director Human Resources for additional information.

F.18 DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic, family, or sexual violence and require leave, please consult with the Corporate Director Human Resources regarding your leave options.

You may qualify for unpaid leave if you need to:

- seek medical attention for, or recover from, physical or psychological injuries;
- obtain services from a victim's services organization;
- obtain psychological or other counseling for the employee or employee's family or household member;
- participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or employee's family or household member;
- participate in any civil or criminal proceeding related to or resulting from such family violence; or
- seek legal assistance or remedies to ensure the health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Upon the employee's return from leave, the employee will be reinstated to his/her previous position pursuant to applicable laws.

F.19 FAMILY AND MEDICAL LEAVE OF ABSENCE ("FMLA")

Connoisseur complies with all terms of the Family and Medical Leave Act of 1993 ("FMLA") and any state FMLA laws. All leave covering an absence of (3) or more days, must be reported to the Corporate Director of Human Resources.

The FMLA grants employees 12 weeks (in certain cases, 26 weeks) per year of unpaid leave, which may be extended by state FMLA laws. It is Connoisseur's practice to define the year as the "look back approach".

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, employees, unless under certain circumstances, are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

ELIGIBILITY

In general, to be eligible an employee must have worked for an employer for at least 12 months (though not necessarily consecutively), have worked 1,250 hours in the past 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. State guidelines may provide for different FMLA requirements, and employees should inquire with their local Business Manager on state specific guidelines for their work site (federal requirement is 12 weeks of unpaid leave every 12 months).

Hours worked means actual hours worked and does not include paid or unpaid time off. Any leave taken pursuant to this policy, other Company policies, or law which qualifies as leave under the FMLA will be counted against the employee's available leave under the applicable Company policy(s) and laws, as well as the available leave under the FMLA, to the extent permitted by applicable law. If an employee does not meet eligibility requirements for FMLA, please read the information listed further below after this policy.

Benefit accruals, such as vacation and holidays, will typically be suspended during any unpaid portion of the leave and will resume upon return to active employment.

REASONS FOR LEAVE

If eligible, an employee may take 12 weeks of Family/Medical Leave for any of the following reasons:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Employee's own serious health condition;
- Because you are needed to care for your spouse; child; parent due to his/her serious health condition²;
- Because of a qualifying exigency arising out of the fact that your spouse; son or daughter; parent; is on covered active duty or call to covered active duty status with the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

² A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

If eligible, an employee may take 26 weeks of Family/Medical Leave for the following reason:

- Because you are the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also include a veteran who was discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.” The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of a “serious health condition” applicable to FMLA leave to care for a covered family member.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees are required to use accrued vacation while taking FMLA leave. In order to use vacation leave for FMLA leave, employees must comply with the Company’s normal paid leave policies.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health

care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

COMPANY'S RESPONSIBILITIES

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the Company will provide a notice that specifies whether any additional information is required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

F.20 ADDITIONAL MEDICAL LEAVE

All employees who are unable to work due to injury, illness, pregnancy, childbirth, or related medical conditions and either (i) are not eligible for leave under federal and/or state law or (ii) have exhausted all time available to them under the Company's medical leave policies, may apply for an additional unpaid period of job-protected medical leave. The intent of this policy is to provide any additional period of job-protected leave required as a reasonable accommodation under the Americans with Disabilities Act or an analogous state disability discrimination law.

F.21 PERSONAL LEAVE

The Company may provide leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- Regular Full-Time employees
- Regular Part-Time employees

If the need for a personal leave is foreseeable, the employee should give the Company at least thirty (30) days' prior notice. Failure to provide such notice may be grounds for delaying or denying the leave. Where the need for leave is not foreseeable, employees are expected to notify the Company as soon as practicable, generally within one (1) to two (2) business days of learning of the need for leave.

An employee should submit a written request for personal leave to his/her Supervisor, including the anticipated date(s) and duration of the requested leave. Employees are required to make reasonable efforts to schedule a foreseeable leave to avoid disruption of Company operations to the extent possible.

In general, personal leave may be granted for a period of up to 30 calendar days every two years. If this initial period of absence proves insufficient, the employee may submit to his/her Supervisor a written request for a single extension of no more than 30 calendar days.

With the Supervisor's approval, an employee may take any available sick leave or accrued vacation leave as part of the approved period of leave.

The Company may consider a number of factors in considering an employee's request for personal leave, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Personal leave is not to be used for an employee to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted a personal leave, he/she will be subject to disciplinary action, up to and including immediate termination of employment.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the Company until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by the Company according to the applicable plans and laws.

Benefit accruals, vacation and holiday benefits, will typically be suspended during the leave and will resume upon return to active employment.

The Company cannot guarantee reinstatement to an employee's former position, or any other position, upon return from personal leave. If an employee fails to report to work at the expiration of the approved leave period, the Company will treat the employee as having resigned, unless the employee's leave is extended by any applicable law.

All questions regarding leaves of absence should be directed to the General Manager.

F.22 EMPLOYEE ASSISTANCE PLAN ("EAP")

The Employee Assistance plan is a voluntary and confidential program to assist employees and their immediate dependent family members, when they need a trusted advisor to help them sort through personal issues that may affect their work, health, and general well-being.

SERVICES INCLUDE:

- 24-hour toll free phone access to EAP trained professionals, 7 days a week
- Telephone assistance and referral
- Trained masters level professionals; three (3) face-to-face sessions with a counselor

PROVIDES ASSISTANCE ON A VARIETY OF PERSONAL/ PROFESSIONAL MATTERS:

- Mental Health
- Parenting
- Financial Issues
- Life Changes
- Relationships
- Drug/ Alcohol abuse
- Gambling and other addictive behavior
- Balancing work and home

➤ **Contact (1-800-316-2796) or visit the EAP website at mutualofomaha.com/eap**

SECTION G

STATE SPECIFIC ADDENDUMS

Specific state information or variances are noted in italics.

Relevant state sections modify the sections within the Employee Handbook.
References to specific state laws are applicable to employee's home office.

CONNECTICUT STATE ADDENDUM

C.6 PERSONNEL FILES

Connoisseur maintains personnel files on each employee. These files contain documentation regarding all aspects of an employee's tenure with the Company, such as job application, resume, performance appraisals, and disciplinary warning notices. Documents containing medical information are maintained separately in the employee's file. If you are interested in reviewing your file, contact your Supervisor to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify your Supervisor or the business office of all changes in your personal status (e.g. marital status, number of dependents, beneficiary designations, change of address, individuals to notify in case of emergency) as they occur. The business office should always have a record of your current home address and telephone number(s).

Connoisseur excludes letters of recommendation from personnel files in accordance to Connecticut personnel file laws, under the definition of personnel files.

F.13.1 CONNECTICUT 'SERVICE EMPLOYEES' PAID SICK LEAVE

The Company provides paid sick leave to non-exempt regular full-time employees (see Vacation and Sick Leave, Section F.13) and part-time employees designated as "service workers" under the Connecticut Paid Sick Leave Law ("CPSL") in Connecticut. No temporary or per diem employees are eligible for CPSL. If part-time employees have any questions concerning eligibility for Connecticut paid sick leave, they should contact their local Business Manager.

- **When Can Eligible Employees Begin to Use Paid Sick Leave**

Service workers may begin to use paid sick leave after they complete 680 hours of work following their date of hire. However, service workers may not use accrued paid sick leave under this policy if they did not work an average of 10 or more hours a week for the Company in the most recent calendar quarter.

- **Accrual of Paid Sick Leave**

Service workers begin to accrue paid sick leave from their date of hire. Part-time service workers accrue paid sick leave in one (1) hour increments at a rate of one (1) hour for every 40 hours worked up to a maximum of 40 hours per calendar year.

- **Reasons for Paid Sick Leave**

A service worker may use paid sick leave under this policy for the following reasons:

- (a) The service worker's own illness, injury, or health condition;

- (b) The medical diagnosis, care or treatment of a service worker's mental illness or physical illness, injury, or health condition;
- (c) Preventative medical care for a service worker;
- (d) A service worker's child's or spouse's illness, injury, or health condition;
- (e) The medical diagnosis, care or treatment of a service worker's child's or spouse's mental or physical illness, injury, or health condition;
- (f) Preventative medical care for a child or spouse of a service worker; and

A service worker may also use paid sick leave under this policy, where the service worker is a victim of family violence or sexual assault, for the following reasons:

- (a) For medical care, psychological, or other counseling for physical or psychological injury, or disability;
- (b) To obtain services from a victim services organization;
- (c) To relocate due to such family violence or sexual assault; or
- (d) To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Service workers may be subject to discipline for requesting or using paid sick leave under this policy for purposes other than those provided under this policy.

▪ **Carry-Over of Paid Sick Leave**

A service worker may carryover up to 40 hours of accrued, unused paid sick leave under this policy to the following calendar year, however, a service worker may not use more than 40 hours of accrued sick leave in any calendar year.

▪ **Payment of Paid Sick Leave Benefit**

Paid sick leave under this policy will be calculated and paid based on the service worker's normal rate of pay at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

▪ **Payment of Accrued Paid Sick Leave upon Separation of Employment**

Accrued but unused paid sick leave under this policy will not be paid upon separation of employment.

- **Notice and Documentation Requirements**

Where the need to use paid sick leave under this policy is foreseeable, service workers must provide seven (7) days prior notice of the planned use of paid sick leave under this policy. Where seven (7) days prior notice is not possible, the service worker must provide notice as soon as practicable.

Service workers must follow the Company's regular call-in procedures and must specifically designate the time taken as paid sick leave. Service workers are prohibited from designating time as paid sick leave for reasons other than those set forth above.

For paid sick leave lasting or expected to last all or part of three (3) or more consecutive scheduled work days, a service worker may be asked to provide reasonable documentation that such leave is being taken for the purpose permitted under this policy.

If such leave is permitted for reasons other than where the service worker is a victim of family violence or sexual assault, documentation signed by a health care provider who is treating the service worker, his or her child, or spouse indicating the need for the number of days of such leave shall be considered reasonable documentation. If such leave is permitted where the service worker is a victim of family violence or sexual assault, a court record or documentation signed by the employee or volunteer working for a victim services organization, an attorney, a police officer, or other counselor involved with the employee shall be considered reasonable documentation.

- **Coordination of Paid Sick Leave with Other Leave Policies**

To the maximum extent possible under law, paid sick leave will run concurrently with any other leave of absence employees may be eligible for under federal, state, or local law. The substitution of paid sick leave for unpaid leave does not extend the length of unpaid leave. For additional information concerning leave entitlements under federal, state, or local law, please see the Company's family medical leave policy and/or contact your local Business Manager.

- **Prohibition Against Discrimination and Retaliation**

CPSL prohibits employers from discriminating or retaliating against an employee for requesting or using sick leave for which the employee is eligible under this policy. Employees have the right to file a complaint with the Connecticut Department of Labor for retaliation and/or failing to provide leave in accordance with CPSL.

- **Disclaimer**

The Company reserves the right to still discipline employees whenever it believes absences, late arrivals or early departures are inconsistent with the Company's expectations of

employees or statutory entitlements, if any, that employees may have to paid sick leave. As with the other policies in this Handbook, nothing in this policy creates a contract of employment or a warranty of benefits.

Connoisseur provides for paid sick leave for “service workers” in accordance with the Connecticut Paid Sick Leave law. The law defines “service workers” as (i) employees who work for a covered employer; (ii) are engaged primarily in an occupation in one of the broad or detailed occupation code numbers and titles as listed and defined by the U.S. Bureau of Labor Statistics Standard Occupational Classification system, and (iii) are paid hourly or are not exempt from the federal Fair Labor Standards Act minimum wage and overtime requirements.

F.18 DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic, family, or sexual violence and require leave, please consult with the Corporate Director Human Resources regarding your leave options.

You may qualify for unpaid leave if you need to:

- seek medical attention for, or recover from, physical or psychological injuries;
- obtain services from a victim's services organization;
- obtain psychological or other counseling for the employee, employee's family, or household member;
- participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee, employee's family, or household member;
- participate in any civil or criminal proceeding related to or resulting from such family violence; or
- seek legal assistance or remedies to ensure the health and safety of the employee, employee's family, or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Upon the employee's return from leave, the employee will be reinstated to his/her previous position pursuant to applicable laws.

Connoisseur provides for 12 days a year for Domestic Violence leave in accordance with Connecticut state law.

F.20.1 PREGNANCY LEAVE - CONNECTICUT

Employees disabled as a result of pregnancy, childbirth, or related medical conditions are eligible for a reasonable leave of absence for disability resulting from the pregnancy. Pregnancy leaves are unpaid. Employees who take pregnancy leave will be returned to their original job or to an equivalent position upon their signifying their intent to return, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so.

The Company will make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available when an employee gives written notice of her pregnancy and the Company or the employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus.

Connoisseur provides for Pregnancy leave in accordance with Connecticut state law.

ILLINOIS STATE ADDENDUM

F.16 MILITARY/ FAMILY MILITARY LEAVE POLICY

MILITARY LEAVE

Connoisseur complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and all state laws regarding military leave. Employees who are members of the “uniformed services” that require military leave must provide Connoisseur with advance notice of military service. The Company grants employees leaves of absence without pay for military or reserve duty, including military service and training.

An employee who volunteers for or is called to active military duty or to Reserve or National Guard training should notify his/her Supervisor and submit copies of military orders to him/her as soon as is practicable.

Notice may be written or verbal. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. Notification is not required when:

- Military necessity prevents the giving of notice; or
- The giving of notice is otherwise impossible or unreasonable.

Eligibility for reinstatement after military duty or training is completed will be determined in accordance with applicable laws.

FAMILY MILITARY LEAVE

Under certain circumstances, leave for family members of military members may be available even if family members do not qualify for leave pursuant to the Family Medical Leave Act below. Please consult with the Corporate Director Human Resources for additional information.

Illinois state law provides additional protections in addition to the FMLA. Illinois requires that employers provide leave for family of military members, as long as employer has between 15-50 employees.

F.18 DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic, family, or sexual violence and require leave, please consult with the Corporate Director Human Resources regarding your leave options.

You may qualify for unpaid leave if you need to:

- seek medical attention for, or recover from, physical or psychological injuries;

- obtain services from a victim's services organization;
- obtain psychological or other counseling for the employee, employee's family, or household member;
- participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee, employee's family, or household member;
- participate in any civil or criminal proceeding related to or resulting from such family violence; or
- seek legal assistance or remedies to ensure the health and safety of the employee, employee's family, or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Upon the employee's return from leave, the employee will be reinstated to his/her previous position pursuant to applicable laws.

Connoisseur provides for Domestic Violence leave in accordance with Illinois state law, defined as: (i) up to 12 weeks of unpaid leave per 12-month period for employers with a minimum of 50 employees, (ii) employers with at least 15 employees but not more than 49 employees, up to 8 weeks of unpaid leave per 12-month period.

Connoisseur also provides for unpaid school visitation leave in accordance with Illinois state law.

KANSAS STATE ADDENDUM

F.18 DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic, family, or sexual violence and require leave, please consult with the Corporate Director Human Resources regarding your leave options.

You may qualify for leave if you need to:

- seek medical attention for, or recover from, physical or psychological injuries;
- obtain services from a victim's services organization;
- obtain psychological or other counseling for the employee or employee's family or household member;
- participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee, employee's family, or household member;
- participate in any civil or criminal proceeding related to or resulting from such family violence; or
- seek legal assistance or remedies to ensure the health and safety of the employee, employee's family, or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Upon the employee's return from leave, the employee will be reinstated to his/her previous position pursuant to applicable laws.

Connoisseur provides for eight (8) days of Domestic Violence leave in accordance with Kansas state law.

MONTANA STATE ADDENDUM

B.1 EMPLOYMENT AT WILL

Unless an employee has a written employment contract with specific termination provisions, all employees of Connoisseur are “at will” employees, unless otherwise defined by local state laws¹, and thus may resign their employment at any time for any reason with or without notice. They may also be terminated at any time with or without notice and for any reason. No statement in this manual is intended to change the basic “employment at will” contract between Connoisseur and its employees.

B.10 TERMINATION OF EMPLOYMENT

Termination of employment is an inevitable part of personnel activity within any organization, and many reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** - voluntary employment termination initiated by an employee
- **Discharge** - involuntary employment termination initiated by the Company
- **Layoff** - involuntary employment termination initiated by the Company, typically for business/economic reasons
- **Retirement** - voluntary employment initiated by the employee

The Company generally will schedule an exit interview at the time of the employment termination. The exit interview affords an opportunity to discuss such issues as employee benefits, conversion privileges, and re-payment of any outstanding debts to the Company or return of Company-owned property. Suggestions, complaints, and questions can also be raised at this exit interview.

As explained in the Employment “At Will” Policy (Refer to Section B.1), with the exception of employees with a written employment agreement with specific termination provisions or otherwise defined by state laws¹, employment with the Company is based on mutual consent and both the employee and the Company have a right to terminate the employment relationship at-will, with or without cause or notice, at any time.

Employees will receive their final pay in accordance with applicable state law.

¹ *Connoisseur provides for modifications under the ‘at will’ policy in accordance with Montana state law.*

F.13 VACATION AND SICK LEAVE

VACATION LEAVE

Regular full-time employees working 40 or more hours per week, will be eligible for vacation leave based upon their length of service with the Company as a full-time employee.

Vacation leave must be taken between January 1st and December 31st and cannot be carried over into the next calendar year, unless required by state law. In some circumstances, due to staffing and/or business needs, the Company may not be able to grant vacation leave at the time requested. In those special cases, employees may be able to carry over vacation time into the next year. No vacation time is earned while an employee is out on an unpaid leave of absence.

Employees who are on-air may not take a vacation during a spring or fall rating period, except with the approval of their direct manager or General Manager.

Account Executives (and employees on commissions) are eligible to take vacation time based on their length of service with the Company in accordance to the vacation schedule below. However, Account Executives will not be paid for any vacation time which they take. Should Account Executives terminate from the Company for any reason, their commission(s) will be paid to them through their last day of employment, in accordance with the Company's policies and procedures. However, since Account Executives are not eligible for paid vacation benefits, no vacation pay will be due to commissioned employees upon their termination of employment.

Generally, part-time, temporary, contract employees, and interns are not eligible for vacation leave.

Vacation is not earned in pay periods during which unpaid leave, short or long term disability leave, or workers' compensation leave are taken.

Employees may use vacation time in half-day increments. Time that is not covered by the Company's vacation policy, and for which separate guidelines and policies exist, include company paid holidays, floating holiday(s), bereavement time off, required jury duty, and military/family military service leave.

Vacation requests require a minimum of two weeks' notice to the employee's Supervisor, unless used for legitimate, unexpected emergencies. Use the Vacation Form to request time off, which can be obtained on the Connoisseur Connect portal or from your local Business Manager.

In all instances, vacation must be approved by the employee's Supervisor in advance. The Company appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

- **General Vacation Schedule**

Vacation is accrued on a monthly basis according to the below schedule. Vacation is advanced on the first day of the month and is earned each complete calendar month worked. Regular full-time employees will be eligible for the following vacation. For new hires, please see the below pro-rated vacation schedule.

Length of Service

More than one (1) but fewer than five (5) years
Five (5) but fewer than twelve (12)
Twelve (12) or more

Eligible Vacation Days

10 days (2 weeks), accrued
15 days (3 weeks), accrued
20 days (4 weeks), accrued

The transition from (10) to (15) eligible vacation days is effective on January 1st of the year in which an employee's fifth employment anniversary falls. Similarly, the transition from (15) to (20) eligible vacation days occurs on January 1st of the year in which an employee's twelfth anniversary occurs. If an employee returns to Connoisseur after a break in service of any duration, the employee will be treated as a new hire for determining vacation leave.

- **Pro-Rated Vacation Schedule for New Hires**

Newly hired regular full-time employees working 40 or more hour per week, will be eligible for pro-rated vacation leave during their first calendar year of hire, after completion of their introductory period, typically (90) calendar days. The pro-rated vacation schedule for new employees based on 10 days per year and month hired, will accrue at rate of 0.833/days per month.

For example:

An employee is hired March 23rd and will begin accruing vacation as of April 1st. Nine (9) months at 0.833/days per month is 7.5 days; the amount of eligible vacation this newly hired employee has available for their first year of hire, after their introductory period.

SICK LEAVE

Regular, full-time employees working 40 or more hours per week, will be granted (7) sick days per calendar year. Newly hired full-time employees will be eligible for pro-rated sick leave during their first calendar year of hire, after completion of their introductory period, typically (90) calendar days. Sick leave for full-time employees is not an accrued benefit and unused sick leave will not be paid during employment or at the end of employment, unless required by law.

Employees are required to make reasonable efforts to schedule foreseeable sick leave to avoid disruption of Company operations, subject to the approval of the appropriate health care provider. If the employee's sick leave exceeds more than three (3) days, the employee may be required to provide reasonable documentation that the leave was used for its intended purpose. In addition, the

employee may be required to present a fitness for duty certification if the Company has reasonable belief that the employee cannot perform the essential job functions of his/her job and/or he/she will pose a direct threat to himself/herself or others. Employee failing to provide a fitness for duty certification when required to do so will not be permitted to resume work until it is provided. Where sick leave is used for extended period (FMLA, STD, LTD), the Company may also require medical certification/recertification periodically during the leave. If an employee has exhausted their sick leave, the Company will use the employee's vacation time in order to pay the time an employee is out on sick leave.

- **Pro-rated sick leave for new full-time employees in calendar year hired, equivalent to an (8) hour day:**

<u>Hire Date</u>	<u>Sick Days Available</u>
January	7 days
February/ March	6 days
April/ May	5 days
June/ July	4 days
August and later	3 days

IF VACATION AND SICK LEAVE IS USED FOR EMPLOYEE ILLNESS OR FAMILY SICKNESS

- Employee should notify his/her Supervisor at least two (2) weeks prior to the need for leave or such other reasonable time (typically at least three (3) calendar days in advance) if the vacation and/or sick leave is foreseeable and for prearranged appointments. Failure to provide such notice may be grounds for delaying or denial of the leave. Employees are required to make reasonable efforts to schedule foreseeable vacation and/or sick leave to avoid disruption of Company operations, subject to the approval of the appropriate health care provider.
- Employee should notify his/her Supervisor at least within one hour of the employee's regular starting time on the day sick leave is taken and all days thereafter, except in the case of a prearranged appointment or other foreseeable leave; and
- Submit appropriate medical certification supporting the need for leave from the appropriate health care provider with the employee's time sheet upon return to work if the illness or injury requires an absence of three (3) or more consecutive work days (Thursday, Friday, and Monday are considered 3 consecutive workdays). Employees who are taking vacation and/or sick leave for a foreseeable reason may be required to submit medical certification prior to returning back to work.

- If vacation and/or sick leave is taken because of the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification upon return to work, as permitted by state law. Employees failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided. Where vacation and/or sick leave is used for extended periods, the Company also may require medical recertification periodically during the leave.

This policy, like all Connoisseur policies, will be applied consistent with applicable laws. To the extent that any applicable law conflicts with any portion of this policy, the law will control.

VACATION AND/OR SICK LEAVE EXCEPTIONS

- Vacation taken in excess of the accrued vacation will need written consent of the General Manager and the employee will be required to sign a consent form to the Company (obtained through Business Manager) authorizing a reimbursement for any vacation that has not been fully accrued in the event the employee's employment is terminated, for any reason.
- Vacation accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Under the Company's Family and Medical Leave Act (FMLA) policy, all accrued vacation time is taken before the start of the unpaid FMLA time.
- An employee who has used all of their FMLA and Short Term Disability benefits, and is still unable to return to work, may have their employment terminated unless their leave is extended based on applicable law.
- Any employee, who misses two (2) consecutive days of work without notice to their supervisor at least within one hour of the employee's regular starting time, may be considered to have voluntarily quit their job.

VACATION TRACKING

Vacation is earned for Regular Full-Time Employees with 40 or more standard hours per week and employees are responsible for monitoring and tracking their vacation leave over the course of the calendar year so that they do not lose time accrued when the current year ends. The Company encourages employees to use their vacation leave at reasonable opportunities based on business and client needs. Vacation requests are subject to supervisory approval.

TERMINATION OF EMPLOYMENT

Employees are paid for any accrued and unused vacation at employment end. If an employee has used vacation time not yet accrued, and employment terminates, vacation taken that has not been accrued will be deducted from the final paycheck, as permitted by state law. Employees who give

two weeks' notice of employment termination must work the two weeks without utilizing vacation unless approved in writing by the Corporate Director of Human Resources.

Vacation time earned should be taken as time off in the year that it is earned, whenever possible. Montana employees cannot accumulate more than 12 days of accrued vacation without the written approval by the Corporate Director of Human Resource, and an employee's vacation will stop accruing until the employee uses their accumulated and accrued vacation time.

NEW JERSEY STATE ADDENDUM

F.17 MILITARY/ FAMILY MILITARY LEAVE POLICY

MILITARY LEAVE

Connoisseur complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and all state laws regarding military leave. Employees who are members of the “uniformed services” that require military leave must provide Connoisseur with advance notice of military service. The Company grants employees leaves of absence without pay for military or reserve duty, including military service and training.

An employee who volunteers for or is called to active military duty or to Reserve or National Guard training should notify his/her Supervisor and submit copies of military orders to him/her as soon as is practicable.

Notice may be written or verbal. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. Notification is not required when:

- Military necessity prevents the giving of notice; or
- The giving of notice is otherwise impossible or unreasonable.

Eligibility for reinstatement after military duty or training is completed will be determined in accordance with applicable laws.

FAMILY MILITARY LEAVE

Under certain circumstances, leave for family members of military members may be available even if family members do not qualify for leave pursuant to the Family Medical Leave Act. Please consult with the Corporate Director Human Resources for additional information.

Connoisseur provides for additional protections in addition to the FMLA, for unpaid leave to military family members in accordance with New Jersey state laws.

F.18 DOMESTIC VIOLENCE LEAVE

If you are a victim of domestic, family or sexual violence and require leave, please consult with the Corporate Director Human Resources regarding your leave options.

You may qualify for leave if you need to:

- seek medical attention for, or recover from, physical or psychological injuries;

- obtain services from a victim's services organization;
- obtain psychological or other counseling for the employee, employee's family, or household member;
- participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee, employee's family, or household member;
- participate in any civil or criminal proceeding related to or resulting from such family violence; or
- seek legal assistance or remedies to ensure the health and safety of the employee, employee's family, or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Upon the employee's return from leave, the employee will be reinstated to his/her previous position pursuant to applicable laws.

Connoisseur provides for 20 days of Domestic Violence Leave in accordance with New Jersey state law.

PENNSYLVANIA STATE ADDENDUM

C.6 PERSONNEL FILES

Connoisseur maintains personnel files on each employee. These files contain documentation regarding all aspects of an employee's tenure with the Company, such as job application, resume, performance appraisals, and disciplinary warning notices. Documents containing medical information are maintained separately in the employee's file. If you are interested in reviewing your file, contact your Supervisor to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify your Supervisor or the business office of all changes in your personal status (e.g. marital status, number of dependents, beneficiary designations, change of address, individuals to notify in case of emergency) as they occur. The business office should always have a record of your current home address and telephone number(s).

Connoisseur excludes letters of recommendation from personnel files in accordance to Pennsylvania personnel file laws, under the definition of personnel files.

SECTION H

EMPLOYEE ACKNOWLEDGMENT

EMPLOYEE ACKNOWLEDGMENT FORM

Please sign and date this form and return it to your local Business Manager. Keep a copy for your records.

I acknowledge receipt of the Connoisseur Media ("Connoisseur" or "Company") Employee Handbook, which describes important information about the Company and provides guidance about its policies. I understand that I should review the contents of this Handbook, its State Addendums (and any subsequent revisions) and consult with my local Business Manager, Supervisor, or General Manager if I do not understand something in the Handbook or if I have questions.

I understand that this Handbook replaces any previous understanding, practice, Handbook, manual, policy, or representation concerning the subject matters it covers. The guidelines, benefits, and procedures outlined in this Handbook are subject to change, addition, rescission, or modification by the Company at any time and without prior notice. I understand that it is my responsibility to retain a copy of this Handbook, and to request a new copy if mine is lost or damaged. I also understand that it is my responsibility to return to the Company at the end of my employment all property of the Company that may be in my possession or within my control.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I understand that unless I have a written employment agreement with specific termination provisions my employment is "at-will", unless otherwise defined by local state law, I may terminate my employment with the Company with or without cause or notice, and that the Company may terminate or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, without investigation and with or without cause or notice. I understand that no manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment or to make an agreement for employment other than at-will. Furthermore, I acknowledge that the policies and practices set out in this Handbook are not a contract of employment and are not intended to imply a contractual relationship or any contractual obligation by the Company to continue my employment or to follow any stated policy or procedure with respect to my employment, except that I know that this Handbook contains our entire understanding concerning each party's right to terminate the employment relationship at will, without cause, at any time. I understand that nothing in this Handbook changes the fact that I am free to terminate my employment at any time, with or without notice or cause, and the Company has the right to terminate my employment at any time, with or without notice or cause.

By my signature below, I acknowledge that I have reviewed and understand Connoisseur's Technology Resources Policy (Section E.4), which is contained in the Employee Handbook, and agree to comply with it. I understand that all technology resources and all information stored in these systems are the property of Connoisseur and that I have no expectation of privacy in connection with the use of Connoisseur's technology resources. I acknowledge and consent to Connoisseur monitoring my use of the technology resources and accessing and/or disclosing my messages, files, and other information.

Some employees are covered by an individual written employment agreement. Where specific language in the individual employment agreement governs a matter that is also covered by the Employee Handbook, the language of the individual employment agreement will govern.

ACKNOWLEDGED AND AGREED TO:

Employee Name (printed)

Employee Signature

Dated