



Corporate Employee Handbook

Effective 1 Sep 2015

About This Handbook

The following pages contain information regarding many of the policies and procedures of Eskridge Enterprises LLC. (hereby referred to as "EE"). This handbook applies to all corporate employees associates with both Eskridge & Associates and Just In Time Staffing. This is not an employment contract and is not intended to create contractual obligations of any kind.

The policies and procedures outlined in this handbook will be applied at the discretion of EE and EE reserves the right to deviate from the policies and procedures of this handbook, or to withdraw or change them, at any time. We will notify you when an official change in policy or procedure has been made.

Eskridge Enterprises values the many talents and abilities of its employees and seeks to foster an open, cooperative and dynamic environment where employees and the company alike can thrive. If you would like further information or have questions about any of the policies and procedures outlined in this handbook, please feel free to bring them to the attention of Bob Eskridge.

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Standard Employment Practices

At Will Employment

EE does not offer tenured or guaranteed employment. Unless EE has otherwise expressly agreed in writing, your employment is at will and may be terminated by you or by EE at any time, including after the evaluation period.

Equal Employment Opportunity

EE is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other characteristic protected by law. For further information about the applicability of Federal Equal Opportunity Laws, including the Americans with Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act, see Exhibit D in the Appendices.

EE does not discriminate on the basis of gender in compensation or benefits for women and men who work in the same establishment and perform jobs that require equal skill, effort, and responsibility and which are performed under similar conditions.

EE will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. An employee with a disability for which reasonable accommodation is needed should contact Bob Eskridge to discuss possible solutions.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Bob Eskridge. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

Sexual and Other Unlawful Harassment

EE will endeavor to maintain a work environment that nourishes respect for the dignity of each individual. This policy is adopted in furtherance of that tradition.

It is against the policies of EE for an employee to harass another person because of the person's sex, race, color, religion, national origin, age, disability, sexual orientation, marital status, or other characteristic protected by law. Actions, words, jokes, or comments based on such characteristics will not be tolerated.

Consequently, it is against the policies of EE for an employee to sexually harass another person. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment.

Any employee who believes that he or she is being unlawfully harassed should immediately contact their supervisor or a Human Resources Manager.

All complaints of harassment will be promptly, thoroughly and confidentially investigated and, where necessary, appropriate corrective action will be taken. Any person found to have unlawfully harassed another employee will be subject to appropriate disciplinary action, up to and including discharge.

Immigration Law Compliance

EE does not hire anyone that is not a citizen of the United States, nor is not a non-citizen that is authorized to work in the U.S under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States. An overview of the Immigration Reform and Control Act can be found at Exhibit D in the Appendices.

Criminal Convictions

EE reserves the right not to hire or retain anyone that has been convicted of a criminal offense. Conviction of a crime that involves dishonesty may result in an automatic termination of employment. Before any decision is made, the nature of the crime and circumstances surrounding the conviction will be considered.

Evaluation Period

During the first three months of your employment with EE, you will be in an “evaluation period.” During this time, your supervisor will continually evaluate your performance and compatibility with EE. Should your performance not meet the standards set forth by EE or your supervisor, your employment will be terminated. Upon completion of the evaluation period, you may be eligible for additional benefits, as set forth in the benefits information you received upon employment.

Standards of Conduct

EE expects that all employees conduct themselves in a professional and ethical manner. An employee should not conduct business that is unethical in any way, nor should an employee influence other employees to act unethically. Furthermore, an employee should report any dishonest activities or damaging conduct to a supervisor.

In the event that you become aware of another employee’s behavior or actions, which you believe are inappropriate, illegal, problematic, or in any way inhibit or affect your job performance or the EE work environment, you should discuss such behavior or actions with the President, Bob Eskridge or other appropriate management personnel.

All reasonable concerns will be promptly, thoroughly and confidentially investigated by EE and, where necessary, appropriate corrective action will be taken. You should not discuss such actions or behavior with other EE employees. Your discussing such matters with other employees may – in and of itself – create an unacceptable work environment for which you will be held responsible and for which you may be disciplined in accordance with EE’s disciplinary policy.

Personnel File

EE keeps personnel files on each of its employees. These files are confidential in nature and are managed by Bob Eskridge. They will not be copied or be removed from the premises unless there is a legitimate business reason to do so.

All employees may view his or her personnel file by contacting Bob Eskridge during normal business hours. No employee may alter or remove any document in his or her personnel file.

General Policies and Procedures

Orientation

In accordance with federal law, both new employees and re-hires will be required to provide documentation of identity and eligibility to work in the United States. The I-9 form will be used for this purpose.

New employees will also receive a copy of the Employee Handbook and will be given the time to read it and ask any clarifying questions. The signed copy of the "Acknowledgement & Receipt of Understanding" will be placed in the employee's personnel file.

Reporting Changes

You are responsible for promptly notifying Human Resources of any change in your name, address, telephone number, marital status, citizenship, tax withholding allowances, emergency contact information, insurance beneficiary, or dependent insurance coverage. Accurate and correct information is vital for benefits and insurance records and other Company files.

Each employee is required to notify Human Resources, in advance, of the dates of all approved vacation or leave time to be taken. Additionally, employees are to inform Human Resources of sick days taken and excessive lateness in arriving at work.

Job Classifications

Employees are classified by two major categories: "Exempt" and "Non-exempt." This handbook applies to both Exempt and Non-Exempt employees.

- (1) Exempt employees are generally salaried and fall into one or more of the following four classifications: executive, professional, administrative, or sales. These employees are exempt from the applicable provisions of state and federal wage and hour laws (FLSA).
- (2) Non-exempt employees are eligible to receive overtime pay in accordance with state and federal wage and hour laws (FLSA). These employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.

Employees are also classified within one of the following three statuses:

- (1) Full-time: any employee that is regularly scheduled to work 30 hours a week or more. Full-time employees are eligible for standard company benefits.
- (2) Part-time: any employee that is regularly scheduled to work less than 30 hours per week. Part-time employees are not eligible for standard company benefits.

- (3) Temporary: any temporary work that has a predetermined start and end date of employment. Temporary employees are not eligible for standard company benefits.

Pay Periods

All employees are paid semi-monthly two weeks in arrears for time worked from the 16th to the last day of the month to be paid on the 5th and from the 1st to the 15th of the month to be paid on the 20th. When the payday falls on a holiday, employees will be paid the day after the holiday.

Hours of Work

EE's standard work week for full-time employees is five days. Schedules may vary based on the company's needs. Employees may not deviate from the company's hours of work, unless a manager or supervisor specifically approves a request.

The office is open from 8:00 a.m. to 5:00 p.m. in your time zone, Mondays through Fridays. EE's preference is for employees to work within this schedule. However, it is understood that exempt employees may be required to work extra hours to accommodate certain deadlines. If such extended hours are required, EE will allow some flexibility with the expectation that employees will make every effort to align their hours with office hours, but will arrive for work no later than 10:00 a.m. This is in order to facilitate consistent and reliable availability for meetings and other interactions, which are elemental to the smooth operation of this business.

Breaks

EE managers determine appropriate lunch and dinner breaks per their needs. Typically, employees working for more than four consecutive hours are provided with a meal break of between 30 and 60 minutes. Breaks are scheduled throughout the workday, so as not to disrupt the business processes of EE.

Time Keeping

Nonexempt employees are required to use the time sheet, logging time-in, time-out and any non-compensated breaks and have it signed by a manager or supervisor. It is strictly forbidden for an employee to sign another employee in or out.

Overtime

Nonexempt employees are to be paid time and one-half (1.5) for work time that exceeds 40 hours during a scheduled workweek. Employees asked to work overtime are expected to do so. Exempt employees are not eligible for overtime pay.

The calculation of overtime hours will not include holiday, sick leave or vacation days during a given scheduled workweek. Upon the discretion of management, nonexempt employees may be paid up to two and one half (2.5) for work time completed on a company holiday.

Salary Increases

Salary increases are based on performance or promotion. All salary increases are at the discretion of Bob Eskridge.

Payroll

Both exempt and nonexempt employees will have federal and state taxes withheld from their wages. Payroll checks will not be released prior to the set pay schedule for any reason, nor will they be released to anyone other than the employee without signed authorization.

Performance Reviews

Every EE employee will be subject to a performance appraisal at least once a year. The employee's supervisor or Bob Eskridge will give these reviews. The reviews will focus on job-related strengths and weaknesses, as well as overall fit with the company. Goals and improvement plans will be mapped out each review period and progress will be measured at the next review.

Employees will have the opportunity to thoroughly review all performance appraisals and provide a written opinion. All performance reviews and responses will become part of an employee's personnel file.

Bonus Structure

EE may institute a bonus structure or incentive plan at any time. EE guarantees no bonus plans. Any bonus structure will be determined by management and will likely include some level of performance achievement. Employees will receive notice of any additions, subtractions, or changes to any new or existing bonus structure.

Expense Reimbursement

EE will reimburse employees for reasonable pre-approved business expenses. Reasonable expenses while traveling on company business include travel fares, accommodations, meals, tips, telephone and fax charges, entertainment of clients and purchases on behalf of the company. Local expenses include company purchases, taxi or public transportation fares when on company business and entertainment of clients. For exempt employees, dinner and taxi fare home will be reimbursed when working past 10:00 p.m., provided the employee arrived between 9:00 and 10:00 a.m. and was required to stay late. Late meals are not to exceed \$10 per employee per day. If an exempt employee is required to work more than seven hours per day on weekends or holidays, the company will reimburse the employee for one meal, not to exceed \$10 per day.

All expenses must be submitted via the required expense form and approved by the employee's supervisor prior to submission for reimbursement. Whenever possible and in situations where the employee may question the reasonableness of an expense, the employee should secure approval in advance of incurring the expense. Unreasonable or excessive expenses will not be reimbursed. Any questions should be directed to the employee's supervisor.

EE Travel & Expense Policy

This guide is to help you manage internal and client related expenses. As with everything, we expect you to act responsibly and professionally when incurring and submitting costs.

Please use the following guidelines to learn about reimbursable expenses. If you have any questions, please see your direct supervisor or a member of the finance department.

General Guidelines

- Original receipts are required for reimbursement of all expenses (except for tips).
- All expenses must be submitted on an EE Expense Report form. Original receipts should be taped to the back of the report or onto additional pages and should be easily copied.
- Expenses must be submitted within thirty days to be reimbursed by EE.
- Expense reports submitted by the 1st of the month will be paid on the 15th; reports submitted by the 15th will be paid on the last day of the month.
- Use your American Express Corporate Card when possible—in addition to convenience, it provides insurance coverage and other benefits.
- Lunch with other employees is not reimbursable unless approved by your direct supervisor.
- If you work more than twelve hours on a weekday, or six hours on or holiday or weekend, you can expense the cost of your meal. Costs should not exceed \$7 for lunch and \$10 for dinner per employee - if you are working on a partner project, you should submit this on a separate report.
- When you submit an expense for a meal, you MUST include the following information:
 - Printed receipt (including date, place, and time of meal)
 - Name, title and company of those present
 - Nature of the business discussion
- All gifts, tickets to events and other entertainment expenses are reimbursable only if they are necessary to conduct EE business and require pre-approval of your direct supervisor or

another executive.

Cell Phone Policies

Cell phone expenses need to be itemized on the original cell phone bill - copies will not be accepted. The percentage of business calls to total phone calls will determine the amount of the access fee and taxes that are reimbursable by the company. For example:

1. **Per minute rates**

Highlight the business phone calls made and total their expense (e.g. \$48.50 for business phone calls). Then, divide the business calls charges by the total call charges (e.g., \$79.50 for all phone calls) to get a percentage, (in this example, $48.5/79.50 = .61$).

Then, add all the access fees and taxes together and multiply by the percentage calculated above, (e.g., taxes and fees of $19.99 + 12.62 = 32.61 \times .61 = 19.89$). Then add the original amount of business call plus the amount of reimbursable access fee and taxes (e.g. $\$48.50 + 19.89 = 68.39$ - this is the amount reimbursable \$68.39).

2. **Flat Rate Plans**

Highlight the business calls and add the minutes, (e.g. 350 minutes for business calls). Then, divide the business calls by the amount of minutes allowed on the plan (e.g., $350/600 = .583$). Then, multiply the percentage of business calls by the entire current amount due (e.g., \$115.62). So in this example, the amount reimbursable by the company is $.5833 \times 115.62 = 67.44$.

Ground Travel

EE does not pay for "normal travel" to and from the office. Travel outside of normal business hours (between 8:00 p.m. and 6:00 a.m. weekdays) will be reimbursed if you work more than 10 hours that day. Holiday and weekend travel to and from the office will be reimbursed if you work more than four hours.

You are strongly encouraged to use public transportation when available and practical. If not, use a taxi. Car services should be limited to airports and hard to reach places, or when other transportation is not practical.

If you use your car for business travel, you will be reimbursed 31 cents per mile and for any appropriate parking fees. You will not be reimbursed for fuel, maintenance, traffic or parking violations.

If you are on a company trip, you should only rent cars when public transportation is not convenient or readily available and where the use of taxis would be more expensive. We always rent mid-size or compact. If you use your American Express Corporate Card, you will be covered for all insurance and liability, so you do not need to accept the rental company's plans.

Traveling on EE Business

Travel and related expenses must be pre-approved by your direct supervisor or another company executive. Travel arrangements will be booked through Eskridge Travel.

We always fly coach class with the lowest available airfare. To get the best fare, plan your trip as far in advance as possible. If you fly business class, you will personally be responsible for the difference between business and coach class travel.

Travel plans can frequently change, so make sure you cancel any reservations you have made—you will be held responsible for any costs incurred if you don't.

Travel Related Expenses

1. **Food**

When traveling, breakfast should not exceed \$7 per person, lunch \$10 per person and dinner \$15 per person. Room service, drinks and snacks from the mini bar should be avoided if possible, or at least used moderately

2. **Gratuities/tips**

Gratuities and tips are reimbursable at the following rates:

- Meals/taxes - 15%
- Food delivery services - 10%
- Bellhops - \$2 for first bag, \$1 for each additional
- Doorman - \$2 for hailing taxi or other help
- Maid service - \$2 per night

3. **Non-reimbursable travel expenses**

The following expenses are not reimbursable:

- Personal travel insurance
- Personal reading materials
- Luggage
- Baby-sitting or day care services
- Personal grooming services (shoe shines, haircuts, manicures...)
- Toiletries, cosmetics, or other grooming products
- Expenses incurred by spouses, children, or relatives
- In-room movies or video games

Attendance & Punctuality

Punctuality and regular attendance are important to the smooth operation of EE. If you are consistently late or excessively absent, EE's ability to perform work is affected and an unfair burden is placed on your co-workers. Therefore, unless your absence is permitted or excused under EE's holiday, vacation, sick or other policies, you are responsible for being at work and arriving on time. If you are going to be absent or late, it is your responsibility to call your supervisor as soon as possible, preferably in advance of lateness and no later than one hour after the start of the workday. If you are absent for several days, you must notify your supervisor each day.

An employee who is absent for reasons other than those permitted or excused by EE's holiday, vacation, or leave policies, or who repeatedly fails to provide notice as required, will be subject to appropriate disciplinary action, up to and including discharge.

Availability for Work

Employees must be available for work during normal business hours. If, for any reason, there is a change in your work availability status, you must notify your supervisor at least one week prior to the change.

Mandatory Meetings

Employees may be required to attend mandatory team meetings. In the event that a mandatory meeting interferes with an employee's regular schedule, no overtime will be paid for attendance. This includes employees who may be telecommuting or job sharing.

Telecommuting

Employees may be approved for telecommuting under EE's offsite workforce program. Telecommuting is generally discouraged, but may be allowed if it can be shown that it will improve the employee's performance or productivity. Telecommuting arrangements must not disrupt the daily activities of a group or workflow. Bob Eskridge must approve all employee telecommuting arrangements. No telecommuting arrangement will be considered permanent and the policies may be reviewed and altered at any time.

Job Sharing

Employees seeking to reduce their workload or hours may submit a proposal for a job sharing arrangement to their supervisor. The employee asking for the job sharing arrangement will be expected to assist management in finding and training a job sharing partner. Job sharing arrangements must not disrupt the daily activities of a group or workflow. Bob Eskridge must approve all employee job sharing arrangements. No job sharing arrangement will be considered permanent and the policies may be reviewed and altered at any time.

Drugs and Alcohol

EE will not tolerate the use or possession of alcohol or illegal drugs on the job or on company property.

Employees using or possessing alcohol or illegal drugs on company property or while at work or who report to work under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including discharge.

Violence & Weapons

EE takes threats of violence extremely seriously. Any act or threat of violence by or against any employee, customer, supplier, partner or visitor is strictly prohibited. This policy applies to all company employees, whether on or off company property.

Any illegal use or possession of firearms is prohibited on company property, or while on company business. Any employee caught possessing a weapon illegally will be disciplined, up to and including termination.

Food and Beverages

EE sometimes has visitors in the office. The company's surroundings should always reflect a professional appearance. Eating at your desk is acceptable, but should be done unobtrusively and in a manner so as to prevent damage to valuable company equipment and other property. All employees are personally responsible for keeping the area around their workstation clean and presentable. Employees are also responsible for returning meeting areas to a clean and presentable condition after use.

Visitors

Only customers and authorized visitors are permitted at EE's offices. This includes unauthorized sales persons, or those collecting for charitable causes. This is to protect the company from theft or frivolous lawsuits. Visits from friends and family should be kept to a minimum and should not exceed fifteen (15) minutes. Employees are responsible for the conduct of their guests.

All visitors must enter through the reception area and be escorted. Any employee that notices an unauthorized visitor should notify their supervisor immediately.

Workplace Attire

EE has a business casual environment. Employees are expected to use good judgment and taste and to show courtesy to their co-workers and associates by dressing in a fashion that is presentable and appropriate.

Employees are to dress in appropriate business attire for meetings with clients or vendors at EE's offices or other locations.

Telephone Use

Telephones are provided to enable employees to carry out work assignments in an efficient manner. Personal telephone calls should be kept to a minimum and personal toll calls should not be made at EE's expense.

Voice Mail and Electronic Mail

All electronic and telephone communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of EE and as such are intended for job-related purposes. Personal use should be kept to a minimum. Electronic or telephone communication systems may not be used to transmit messages that may be considered inappropriate under EE's policies, including those prohibiting harassment. Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized company representative. All pass codes are the property of EE and may be used by EE to access electronic and telephone communications at any time. EE reserves the right to monitor any electronic, telephone, or other communications made using EE systems or property.

Use of Company Property

All company workspace, including file cabinets and lockers are the property of EE and must be available to management at all times. The use of personal locks on any company property is strictly forbidden. No company property may be used to house personal files or items. No company equipment, including computers, photocopiers or printers may be used for personal business.

Postage, Shipping and Office Supplies

Postage, shipping and office supplies paid for by the company are for business purposes and are not to be used for an employee's personal purposes.

Personal Property

EE does not assume responsibility for any personal property located on its premises. Employees are to use their own discretion when choosing to bring personal property into the office and do so at their own risk. Additionally, employees may not bring or display in the office any property that may be reasonably viewed as inappropriate or offensive to others.

Personal Safety

The safety of each employee's health and security is very important to EE. EE is willing to make reasonable efforts to address an employee's safety concerns. Employees should remember to use caution and good judgment in all activities and should notify their supervisor if they believe there is a safety issue that should be addressed.

Office Security

Shortly after an employee's start date, he/she may be given a key to gain access to the offices. The last employee to leave the office at night is responsible for making certain that all doors and windows are locked.

Monitoring & Searches

All company property is subject to monitoring and review at all times. This includes, but is not limited to, desks, lockers, company vehicles, computers and email files. Reasons for searches and

reviews include, but are not limited to, personal abuse of company property, theft investigation and improper disclosure of confidential information.

EE retains the right to conduct searches at any time. This includes the right to search individual computers or files, even if protected by a password. Any employee that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including termination.

Inventions and Creative Works

You agree that all inventions (as herein defined) shall be and remain the property of EE. "Inventions" shall mean all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including, without limitation, source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms and designs, whether or not subject to patent or copyright protection, made, conceived, expressed, developed, or actually or constructively reduced to practice by you solely or jointly with others in connection with or relating to any work performed by you for EE. You acknowledge that all of said Inventions shall be considered as "work made for hire" belonging to EE.

To the extent that any such inventions, under applicable law, may not be considered work made for hire by you for EE, you agree to assign and, upon its creation, automatically assigns to EE the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. EE shall have the exclusive right to use the inventions, whether original or derivative, for all purposes. At EE's expense, you will assist EE in every proper way to protect the inventions throughout the world, including, without limitation, executing in favor of EE or any affiliate of EE patent, copyright and other applications and assignments relating to the inventions.

Confidential Information

EE requires that employees do not disclose information held to be confidential by EE and also requires new employees to sign a non-disclosure agreement. Any questions about this policy should be addressed to Bob Eskridge.

Conflicts of Interest

EE requires that employees not compromise the company, its customers, partners or suppliers for personal gain. Examples of conflict of interest include, but are not limited to, accepting gifts worth more than \$25, requesting or granting favors, or conducting business for personal gain. Employees are required to disclose all conflicts of interest to Bob Eskridge. Failure to do may result in disciplinary action, up to and including termination.

Non-Solicitation

During the period of your employment and for a period of twelve (12) months after the termination of your employment with EE, you shall not, directly or indirectly, (i) solicit for employment or employ

any person who was employed by EE during your employment with EE; or (ii) call on, solicit, or take away for yourself or for any other person or entity any person or entity who or which was a customer of EE during your employment with EE.

Competing Employment

Due to the highly competitive nature of the industry in which EE is involved, employees are restricted from certain associations or working arrangements with competing or conflicting organizations. Subject to EE's prior written approval, you may work for other businesses during the course of your employment with EE; provided, however, you may not (i) accept or perform work of a nature that conflicts or competes in any way with the business or services of EE; (ii) use any EE resources including, but not limited to, computer hardware and software, telephones, facsimile machines, and copiers, for or in connection with any non-EE work; (iii) perform any non-EE on EE premises; or (iv) perform any non-EE work during normal business hours.

Employment of Relatives

Employment of relatives is not prohibited by EE, provided that the following conditions are met:

- (i) the applicant is qualified for the position,
- (ii) the employee and relative will not be in a direct reporting relationship with one another and
- (iii) the personal relationship will not adversely affect the workflow or processes of the company.

Leave Policies

General Policies

EE provides Eligible Employees with leaves for a variety of reasons. The following discussion summarizes EE's leave policies in a way that EE hopes will be generally helpful. EE abides by the provisions of the Family and Medical Leave Act, as appropriate. An overview of the Act is set out in Exhibit C in the Appendices.

As with all policies, EE reserves the right to revise or rescind these policies at its discretion, subject to legal requirements. This statement of leave policies is not intended to create a contract between EE and its employees.

To apply for leave, or to inquire into what leave may be available, an employee should contact Bob Eskridge. An employee applying for leave will be asked to state why he/she wants the leave, when he/she wants the leave to begin and when he/she wants the leave to end. Bob Eskridge will inform the employee what type and duration of leave, if any, has been approved and will also tell the employee which requirements, such as certification of a health condition, the employee must fulfill.

All leaves are granted for a specific period of time. An employee who foresees being unable or unwilling to return to work at the end of the leave period should apply for any other leave for which the employee is eligible, including an extension of the current leave. EE reserves the right to terminate the employment of an employee who does not return to work at the end of the approved leave period.

Personal Time Off (PTO):

Eligible Employees earn PTO using the following schedule:

- 1st and 2nd years of service earn 23 days from hire date.
- 3rd and 4th years of service earn 28 days
- 5th + years of service earn 33 days

PTO can be used for vacation, holidays and sick days.

The following guidelines are designed for the proper use of PTO:

- a) If you do not report to work, you must phone/text your supervisor as early as possible before the office opens. This procedure allows your supervisor to rearrange work schedules in your absence.
- b) If you must leave the office before closing time, inform your supervisor.
- c) If you foresee the need to take leave (e.g., for non-emergency surgery or for a doctor's appointment), tell your supervisor as soon as possible so that plans can be made to cover your absence.
- d) Disabilities related to pregnancy or birth of a child will be treated as all other disabilities for purposes of EE's leave policies.

- e) If you are absent because of sickness or disability, EE may require that a doctor of EE's choice examine you.
- f) Employees will not be paid for unused PTO when their employment ends.
- g) All PTO must be approved by either Bob Eskridge or Human Resources.
- h) Two weeks notice is required if more than 5 days of PTO is to be used in a row.
- i) You may be asked to reschedule PTO for another time due to company needs at that time.

Family and Medical Leave

Employees may take unpaid leave per the terms of the Family and Medical Leave Act of 1993. Employees should also be aware that pregnancy is considered a disability and may be eligible for disability benefits under mandatory disability benefits laws of certain states.

Personal Leave of Absence

Requests for personal leave without pay are considered individually and granted at the discretion of management. The reason for the request, the employee's length of service, the employee's work record and the demands of the individual's job are examples of the type of factors typically considered in evaluating a request for personal leave of absence. A request for personal leave of absence will be granted only if the employee is not eligible for any other type of leave. An employee may not be on personal leave of absence for more than 2 months in a calendar year.

Jury Duty

Employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must give EE 15 days advance notice. EE will pay such employees the difference between their regular salary and any jury duty fees received. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. EE may require the employee to supply documentation from the court affirming the employee's jury duty service.

Military Duty

Employees who are absent from work in order to attend an annual encampment in a recognized reserve branch of the armed forces of the United States will receive a paid leave of absence of up to a maximum of two weeks per year. Leaves for military service and reinstatement after performing military service will be provided in accordance with the requirements of law.

Funeral Leave

When a death occurs in an employee's immediate family, an employee may take up to three days with pay in order to attend the funeral or make funeral arrangements. In unusual circumstances, additional time off may be granted, with or without pay, at the discretion of EE. For purposes of the

funeral leave policy, "immediate family" means an employee's spouse or child, as well as a parent, grandparent, brother, or sister of the employee or the employee's spouse.

Forced Closings and Severe Weather

Unless notified by your supervisor, you are to report to work on all regularly scheduled days, regardless of weather conditions. If you are unable to report to work due to weather conditions, you must notify your supervisor as soon as possible.

In the event that the company closes due to severe weather conditions or another reason, you will not be required to report to work, unless you work from your home. You will be paid for that day and it will not be counted as PTO.

Employee Benefits

The following is a list of benefits that EE makes available to Eligible Employees. The separate plan documents explain each benefit in detail and the language of the plans’ documents controls the various plans. Benefits may be modified, added or terminated at any time by the insurance company or benefit provider, per the terms of the plan, or by EE, at its discretion. EE contribution is for the employee only. Any family benefits are paid 100% by the employee

<u>Types of Benefits</u>	<u>EE/Employee Payment</u>
• Health Insurance	50%/50%
• Dental Insurance	50%/50%
• Vision Insurance	50%/50%
• Life Insurance	100%/0%
• Accidental Death & Dismemberment	100%/0%
• Short-term disability	50%/50%
• Long-term disability	50%/50%
• 401k	Refer to 401k plan

Benefits Eligibility

Full-time employees that have successfully completed the evaluation period are eligible for the benefits outlined below. Part-time employees (less than 30 hours per week) are not eligible for these benefits.

Worker’s Compensation

EE requires that all employees report job-related accidents or injuries to a supervisor immediately, whether the accident occurred on or off company premises. Failure to report an injury, regardless of how minor, could result in difficulty with the employee’s claim.

All workers’ compensation claims will be paid directly to employees and employees are expected to return to work immediately upon release by their doctor.

Disciplinary Policies

Problem Resolution

EE seeks to deal openly and directly with its employees and believes that communication between employees and management is critical to solving problems.

Co-workers that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both employees should approach their supervisor(s), who will work with the employees to determine a resolution. In these instances, the decision of the supervisor is final.

Employees that have a problem with a supervisor should first go to the supervisor and state the problem. If a resolution cannot be agreed upon, the employee should present his or her problem, in writing, to Bob Eskridge. The decision of the President will be final.

Discipline

EE's policy is to attempt to deal constructively with employee performance problems and employee errors. The disciplinary process will be determined by EE in light of the facts and circumstances of each case. Depending upon the facts and circumstances, the discipline applied may include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. Details of this process are outlined further in the Corrective Action section below.

Corrective Action

Corrective Action is taken against an employee in response to a rule infraction or a violation of company policies. Correction action will continue until the violation or infraction is corrected.

Corrective Action usually begins with a verbal warning, followed by a written warning that is placed in the employee's personnel folder. If more serious corrective action is required, the employee may be put on probation, or have his or her employment terminated.

EE considers some violations as grounds for immediate dismissal, including, but not limited to: insubordinate behavior, theft, destruction of company property, breach of confidentiality agreement, untruthfulness about personal background, drug or alcohol abuse, or threats of violence.

Employees charged with some infraction and subject to corrective action may appeal that corrective action. An appeal must be submitted in writing to Bob Eskridge. If, after reviewing the corrective action, the President determines that the supervisor followed procedures accordingly, the corrective action will stand. If the supervisor has failed to follow company policy, the action may be reversed. The decision of the President is final.

Separation Policies

Job Abandonment

Employees of EE that are absent for more than two consecutive days without notifying a direct supervisor are considered to have voluntarily abandoned their employment with the company. The effective date of termination will be the last day the employee reported for work. If an employee abandons a job, he or she will not be entitled to any remaining PTO.

Termination

EE does not have tenure or guaranteed employment. You or EE may terminate your employment at any time for any reason.

Termination may result from any of the following: (i) Corrective action measures, which include infractions for violation of company policies, (ii) layoffs, which include the elimination of an employee's job function or headcount reduction due to redundancy or cost reduction and (iii) involuntary dismissal, which may include poor performance reviews or failure to demonstrate an acceptable attitude in the workplace.

Termination Process

EE requires that employees return all documents, files, computer equipment, uniforms, company tools, business credit cards, keys and other company owned property on or before the last day of work. When all company owned property has been collected, the employee will receive his or her final paycheck.

Employees leaving the company will have the option of having an exit interview with Bob Eskridge.

Employment References

Due to confidentiality considerations, EE does not provide employment references for former employees. We will provide dates of employment and positions held only.

Appendix

EXHIBIT A: Acknowledgement of Receipt & Understanding

I hereby certify that I have read and fully understand the contents of this Employee Handbook. I also acknowledge that I have been given the opportunity to discuss any policies contained in this handbook with a company official. I agree to abide by the policies set forth in this handbook and understand that compliance with EE's rules and regulations is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to the company's policies, rules and regulations.

I acknowledge that the company reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between this company and its employees.

Signature _____ Date _____

EXHIBIT B: Overview of the Family and Medical Leave Act

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- Public agencies, including state, local and federal employers, local education agencies (schools) **and**
- Private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year **and** who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- Work for a covered employer;
- Have worked for the employer for a total of 12 months;
- Have worked at least 1,250 hours over the previous 12 months; and
- Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; **or**
- To take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care and to care for a parent who has a serious health condition. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees **or** employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. "**Serious health condition**" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
2. Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
 - 2.01 A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
 - Treatment two or more times by or under the supervision of a health care provider; **or**
 - One treatment by a health care provider with a continuing regimen of treatment; **or**

- Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- A chronic serious health condition, which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice and performing within the scope of their practice, under state law; **or**
3. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice and performing within the scope of their practice, as defined under state law; **or**
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
5. Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it has paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "**key**" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- Notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; **and**
- Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "**key**" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. Employers may also require employees to provide:

- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- Second or third medical opinions (at the employer's expense) and periodic recertification; **and**
- Periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to **employees of local education agencies**. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law, which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

EXHIBIT C: Overview of Federal Equal Opportunity Laws

(including the Americans with Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act)

The EEOC enforces the following laws:

- **Title VII of the Civil Rights Act of 1964 (Title VII)** - prohibits race, color, religion, sex and national origin discrimination. Title VII applies to employers with fifteen (15) or more employees.
- **Age Discrimination in Employment Act of 1967 (ADEA)** - prohibits age discrimination against individuals who are forty (40) years of age or older. The ADEA applies to employers with twenty (20) or more employees.
- **Title I of the Americans with Disabilities Act of 1990 (ADA)** - prohibits employment discrimination against qualified individuals with disabilities. The ADA applies to employers with fifteen (15) or more employees.
- **Equal Pay Act of 1963 (EPA)** - prohibits wage discrimination between men and women in substantially equal jobs within the same establishment. The EPA applies to most employers with one or more employees.

These laws prohibit employment discrimination based on race, color, sex, religion, national origin, age, disability and prohibit retaliation for opposing job discrimination, filing a charge, or participating in proceedings under these laws.

A business is covered by the EEOC laws if:

- All employees, including part-time and temporary workers, are counted for purposes of determining whether an employer has a sufficient number of employees.
- An employee is someone with whom the employer has an employment relationship. The existence of an employment relationship is most easily shown by a person's appearance on the employer's payroll, but this alone does not necessarily answer the question. Determining whether an employer has enough employees to be covered by these laws is, ultimately, a legal question.

Independent contractors are not counted as employees. Determining whether an individual is, under the law, an independent contractor, also is a legal question that may not be as easy to answer as you might think. If you are unsure whether a business or individual is covered, you may wish to consult with an attorney.

The following may file a charge of discrimination with the EEOC:

- Anyone who believes that his or her employment rights have been violated because of race, color, sex, religion, national origin, age, disability or because of retaliation may file a charge of discrimination with EEOC. By law, EEOC must accept the filing of a charge.

In most geographic areas, a charge must be filed with EEOC within 300 days from the date of the alleged discrimination. In a very small number of areas where a state or local employment discrimination law does not apply, a charge must be filed within 180 days.

EXHIBIT D: Overview of the Immigration Reform and Control Act

The Immigration Reform and Control Act of 1986 (IRCA) makes it unlawful for an employer to hire any person who is not legally authorized to work in the United States and it requires employers to verify the employment eligibility of all new employees.

IRCA also prohibits discrimination in hiring and discharge based on national origin (as does Title VII) and on citizenship status. IRCA's anti-discrimination provisions are intended to prevent employers from attempting to comply with the Act's work authorization requirements by discriminating against foreign-looking or foreign-sounding job applicants.

- IRCA's anti-discrimination provisions apply to smaller employers than those covered by EEOC-enforced laws.
- IRCA's national origin discrimination provisions apply to employers with between 4 and 14 employees (who would not be covered by Title VII).
- IRCA's citizenship discrimination provisions apply to all employers with at least 4 employees.
- IRCA is enforced by the U.S. Department of Justice. For information on IRCA's anti-discrimination provisions, contact:

**United States Department of Justice
Office of Special Counsel for Immigration-Related
Unfair Employment Practices
(800) 255-8155 (employer hotline/voice)
(800) 237-2515 (TDD)**

ESKRIDGE ENTERPRISES LLC

EMPLOYMENT, CONFIDENTIAL INFORMATION AND

INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with EE Incorporated, its subsidiaries, affiliates, successors or assigns (together the “Company”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

At-Will Employment. I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes “at-will” employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

Confidential Information.

Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that “Confidential Information” means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. In the event that I am required by law to disclose any Confidential Information, I will give the Company prompt advance written notice thereof and will provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company’s agreement with such third party.

Inventions.

Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by me prior to my employment with the Company (collectively referred to as “Prior Inventions”), which belong to me, which relate to the Company’s proposed business, products or research and development and which are not assigned to the Company hereunder. If there are no such Prior Inventions indicated on Exhibit A, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions. I acknowledge that, during the term of my employment by the Company, I will be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, whether or not patentable or registrable under copyright or similar laws (“Inventions”). I hereby agree that all Inventions created during the term of my employment (whether or not on the Company’s premises or using the Company’s equipment and materials or during regular business hours) shall be a work-for-hire and shall be the sole and exclusive property of the Company and I hereby assign to the Company all of my right, title and interest in and to any and all such Inventions. In addition, any Inventions created within three years after the termination of my employment by the Company which are based upon or derived from Confidential Information shall be the sole and exclusive property of the Company and I hereby assign to the Company all of my right, title and interest in and to any and all such Inventions. Nothing in the preceding sentence shall be construed to limit my obligations under the previous section of this Agreement.

Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to

execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Application. I agree that the provisions of this section shall apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. I acknowledge that the Company and its future investors shall rely on this representation.

Conflicting Employment. I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

Notification to New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

Solicitation of Employees. To the extent permitted by law, I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

Noncompetition. To the extent permitted by law, I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in or proposes to engage in a business competitive with any business in which the Company was engaged during the term of my employment or in which, during the term of my employment, the Company proposed to later become engaged. The scope of the covenant set

forth in this section shall be worldwide. I acknowledge that the Company's technology and products have worldwide application, including without limitation over the Internet and that such scope is reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation shall not constitute a violation of this provision.

Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into any oral or written agreement in conflict herewith.

Arbitration and Equitable Relief.

Arbitration. Except as provided below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Williamson County, Texas, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration and each of us shall separately pay our counsel fees and expenses.

Equitable Remedies. I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth herein. Accordingly, I agree that if I breach any of such covenants, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

General Provisions.

Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of Texas. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Texas for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect and, if legally permitted, such offending provision or provisions shall be replaced with an enforceable provision or enforceable provisions that

as nearly as possible effects the parties' intent. Without limiting the generality of the foregoing, the parties hereby expressly state their intent that, to the extent any provision of this Agreement is unenforceable due to the scope (temporal, geographic or otherwise) being too broad, the court or arbitrator properly adjudicating any dispute with respect thereto shall modify such provision to the minimum extent necessary to cause such provision to be enforceable.

Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

Date: _____

Signature

Name of Employee (typed or printed)

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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- No inventions or improvements
- Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

EXHIBIT B

**Eskridge Enterprises LLC
TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to EE, its subsidiaries, affiliates, successors or assigns (together the "Company").

I further certify that I have complied with all the terms of the Company's Employment, Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Employment, Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, to the extent permitted by law, I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

I further agree that for twelve (12) months from this date, to the extent permitted by law, I will not either directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages or proposes to engage in a business competitive with any business in which the Company was engaged during the term of my employment or in which, during the term of my employment, the Company proposed to later become engaged. The scope of this covenant shall be worldwide. I acknowledge that the Company's technology and products have worldwide application, including without limitation over the Internet and that such scope is reasonable. Ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation shall not constitute a violation of this covenant.

(Employee's Signature)

Date: _____

(Type/Print Employee's Name)