ALL EMPLOYEES OF MG’S GRAND DAY SPA (“THE SPA”) ARE EMPLOYEES-AT-WILL. NEITHER THIS HANDBOOK NOR ANY OF ITS SPECIFIC PROVISIONS ARE TO BE CONSIDERED A CONTRACT OF EMPLOYMENT WITH THE SPA OR AS ALTERING EMPLOYEE’S AT-WILL EMPLOYMENT STATUS WITH THE SPA IN ANY MANNER OR RESPECT. THE SPA RESERVES THE RIGHT TO TERMINATE ANY EMPLOYEE’S EMPLOYMENT AT ANY TIME FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

NOTHING IN THIS EMPLOYEE HANDBOOK IN ANY WAY CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS EMPLOYEE HANDBOOK MAY BE AMENDED, MODIFIED, OR TERMINATED AT ANY TIME. FURTHER, THE SPA RESERVES THE RIGHT TO EXERCISE TOTAL DISCRETION IN THE APPLICATION OF THIS HANDBOOK AND ITS SPECIFIC PROVISIONS.
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK & DISCLAIMER

(EMPLOYEE COPY)

I HAVE RECEIVED A COPY OF MG’S GRAND DAY SPA’S THE EMPLOYEE HANDBOOK AND AGREE TO READ, UNDERSTAND AND ABIDE BY ITS POLICIES AND PROCEDURES.

DISCLAIMER

I UNDERSTAND THAT ALL EMPLOYEES OF MG’S GRAND DAY SPA (“THE SPA”) ARE EMPLOYEES-AT-WILL. MY EMPLOYMENT IS NOT FOR A FIXED TERM OR FOR A DEFINITE PERIOD. THIS NEITHER HANDBOOK NOR ANY OF ITS SPECIFIC PROVISIONS ARE TO BE CONSIDERED A CONTRACT OF EMPLOYMENT WITH THE SPA OR AS ALTERING MY AT-WILL EMPLOYMENT STATUS WITH THE SPA IN ANY MANNER OR RESPECT. I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE, AND THE SPA RESERVES THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT PRIOR NOTICE.

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____________________________________   __________________
EMPLOYEE SIGNATURE                        DATE

____________________________________
PRINT SIGNATURE

PLEASE SIGN, DATE AND RETAIN WITH COPY OF EMPLOYEE HANDBOOK

THIS EMPLOYEE HANDBOOK SUPERSEDES AND REPLACES ALL PREVIOUS EMPLOYEE MANUALS, HANDBOOKS OR PERSONNEL POLICIES, MEMORANDA, ETC.

REVISED AND EFFECTIVE AUGUST 2013.
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INTRODUCTION

This Employee Handbook is designed to acquaint you with MG’s Grand Day Spa (“the Spa”) and to provide you with some general information regarding your at-will position of employment with the Spa. This handbook does not cover every single situation that may arise in the course of your employment at the Spa, but will, instead, serve as a general guideline to you and your fellow employees. The Spa reserves the right to exercise absolute discretion in regard to the application of this handbook and the policies contained therein.

Your employment at the Spa is entirely at-will. This means that you may voluntarily terminate your employment at the Spa at any time for any reason. Likewise, the Spa reserves the right to terminate your employment at the Spa at any time, for any reason, with or without cause, and with or without prior notice. This handbook is not, nor is it intended in any way to be construed as, an employment contract or a guarantee of employment, and it does create any contractual rights or in any way alter the at-will status of your employment relationship with the Spa.

This handbook is effective as of August 1, 2013 and replaces and supersedes any and all other published and unpublished rules, practices, procedures and/or employment policies in effect at the Spa prior to August 1, 2013. The Spa reserves the right to amend this handbook, including any of the policies contained therein, at any time without prior notice.

No one at the Spa is authorized to make any changes, promises and/or agreements that deviate from the policies set forth in this handbook, unless made in writing and signed by the Spa’s owner. If you have any questions at all regarding your employment at the Spa, the policies set forth in this handbook, and/or the application of such policies, please speak to your supervisor or any manager.

GENERAL EMPLOYMENT INFORMATION

AT-WILL EMPLOYMENT RELATIONSHIP
Your employment at the Spa is entirely at-will. This means that you may voluntarily terminate your employment at the Spa at any time for any reason. Likewise, the Spa reserves the right to terminate your employment at the Spa at any time, for any reason, with or without cause, and with or without prior notice. Nothing in this handbook in any way alter the at-will status of your employment.

EQUAL EMPLOYMENT OPPORTUNITY
The Spa is an equal opportunity employer and is committed to providing equal employment opportunity to all individuals without regard to race, color, religion, sex, national origin, age, disability or any other classification protected by federal, state and/or local law. This applies to all phases of employment, including, but not limited to, recruiting, employment, job assignment or placement, promotion, demotion, lay-off, recall, termination, compensation, training and any other employment related programs, which are administered reasonably and consistently to

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REVISED AND EFFECTIVE MARCH 2012.
similarly situated individuals on an equal opportunity basis and without regard to any characteristic protected by federal, state and/or local law.

The Spa absolutely prohibits and will not tolerate harassment, intimidation, threats, retaliation, coercion or discrimination against employees who have exercised any right protected by law. All employees are responsible for supporting the concepts of equal opportunity and diversity and assisting the Spa in these concepts.

**IMMIGRATION LAW COMPLIANCE**

The Spa is committed to complying with all applicable immigration laws by employing only United States citizens and other individuals legally authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Form and present documentation establishing identity and employment.

**AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (“ADA”) prohibits discrimination on the basis of an employee’s or applicant’s disability (as defined by the ADA) or perceived disability in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions and privileges of employment. The Spa is committed to complying with the ADA and all of its applicable provisions, including its prohibition against discriminating against individuals based upon a disability or perceived disability so long as the individual employee can perform the essential functions of their job.

Qualified disabled individuals may request reasonable accommodations to perform their job. Any such requests should be made either to the employee’s supervisor, to a manager, or to the owner, who may then request to meet with you to discuss the specifics of your request. Consistent with this policy, the Spa may consider and may grant such requests, provided that such requests are determined to be reasonable and unless doing so would result in an undue hardship on the Spa.

Any employee who has questions regarding this policy or who believes that he or she has been discriminated against in violation of this policy should contact their supervisor, a manager, or the owner, and all such inquiries will be treated as confidentially as possible to the extent permitted by law.

**INTRODUCTORY PERIOD**

The first ninety (90) days of employment for all new employees and employees starting in a new position with the Spa is considered an introductory period. An employee is not eligible for any available benefits while during the Introductory Period. This period of time not only gives the

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employee time to learn about the Spa and the employee’s specific job responsibilities at the Spa, but also gives the Spa a chance to observe and evaluate the employee. The introductory period may be re-started at any time at the discretion of the Spa. At the end of the 90-day period, the employee’s performance will be evaluated in order for the Spa to determine whether to retain the employee, extend the introductory period or terminate the employee.

It is important to note, however, that continuation of employment after the expiration of the introductory period does not alter an employee’s at-will status with the Spa and is in no way a guarantee of continued employment with the Spa. Both during and after the introductory period, as is true at all times during an employee’s employment with the Spa, employment with the Spa is at-will, not for a specific or guaranteed period of time, and may be terminated at any time by either the Spa or the employee with or without cause and without prior notice.

CONFIDENTIAL INFORMATION
Employees are required to keep and maintain in strict confidence any confidential information they may acquire relating to the policies and/or operations of the Spa, as well as any such information regarding the Spa’s clients. Such information includes, but is not limited to, financial information, pricing, formula, unique style and preparation practices, customer names and software. Employees may not disclose any such confidential information to any person outside the Spa or use any such confidential information for any reason other than for business of the Spa without prior written permission of the Spa. If an employee has any question as to whether or not a piece of information is considered confidential, the employee should ask their supervisor, a manager, or the owner.

CONFLICTS OF INTEREST & OUTSIDE EMPLOYMENT
As an employee of the Spa, it is expected that you will devote your full energies to carrying out your job duties, responsibilities and assignments in a professional manner to the best of your abilities. Accordingly, you should not engage in any activities that will create any conflict of interest, whether actual or perceived, with your employment at the Spa, or that will in any way interfere with the performance of your job with the Spa. If you maintain or intend to maintain an outside business, second job, or other business interest, you must inform the Spa’s management to insure that no conflict of interest is created.

PERSONNEL FILES
Any and all records created and maintained by the Spa, including any and all personnel files, are and shall at all times remain the sole property of the Spa. Additionally, many of the records maintained by the Spa are considered confidential information and cannot be openly shared. Therefore, employees have no right to access any such records except as allowed by the Spa in its sole discretion.

This Employee Handbook Supersedes and Replaces All Previous Employee Manuals, Handbooks or Personnel Policies, Memoranda, etc.
Revised and Effective August 2013.
Regardless, employees are responsible for notifying their supervisor or a manager of any change in name, address, telephone number, marital status, number of dependents, or other related information. Falsification or intentional omission of pertinent information for the Spa’s records may result in disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

PERFORMANCE REVIEWS
All regular, full-time employees will receive periodic performance reviews evaluating their work for the Spa. Performance reviews are not the same as an evaluation for a pay increase and a positive performance review does not in any way guarantee or imply that an employee will receive any increase in pay. All decisions regarding pay remain at all times in the sole discretion of the Spa.

An employee’s first performance review will generally be received at the completion of their Introductory Period. If the employee remains employed at the Spa following completion of the Introductory Period, the employee will then receive periodic reviews at times to be determined by the Spa.

EMPLOYEE CLASSIFICATIONS
Exempt Employees – As defined by state and federal law, exempt employees are not entitled to the payment of overtime.

Non-exempt Employees – As defined by state and federal law, non-exempt employees are entitled to overtime pay for all hours worked in excess of forty (40) hours in a single work-week.

PAYDAY
Currently, the Spa pays employees every two weeks on the Friday following the two (2) week pay period as listed on the published pay schedule. However, the Spa may change paydays effective immediately upon posting of written payday notice. Please review the payday notice provided to you by the Spa. For wage and hour reporting purposes, our payroll week is a seven (7) consecutive day period starting Sunday at 12 midnight and ending at 11:59 PM on the following Saturday.

WORKING HOURS, MEALS & BREAKS
Your supervisor will tell you what hours you are expected to work. All employees will receive and must take an unpaid meal period of at least thirty (30) minutes on days that you are scheduled to work more than 4 hours. Any meal breaks greater than forty-five (45) minutes require advance approval from the Spa’s management. Meal breaks on Saturdays should always be limited to thirty (30) minutes.

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Your meal break is to be scheduled at a time that is convenient for you as well as the Spa. However, meal breaks should always be scheduled such that you are back at least fifteen (15) minutes prior to your next appointment, keeping in mind that an appointment might be scheduled while you are out on your meal break. You should block off time from the schedule when you anticipate taking a meal break well in advance so the coordinator will not schedule an appointment that conflicts with your meal break. The Spa reserves the right to exercise discretion in moving employees’ meal breaks as necessary in order to accommodate scheduling an appointment for an employee, but will make efforts not to make any such changes when an employee has previously indicated that it is important for the employee to take their scheduled meal break at the time previously indicated.

INCLEMENT WEATHER
In the event of inclement weather that affects the opening and/or operation of the Spa, the Spa will make every effort to timely notify employees of any resulting delays and/or closures. Regardless, employees should seriously consider dangerous weather conditions and are strongly encouraged to not take unnecessary risks in attempting to report to work in inherently dangerous circumstances. If you have any questions at all about whether or not the Spa is open for business or if circumstances warrant your not taking unnecessary risks to get to work, you may always call the Spa’s management and may call them at home or on their cell phone.

EXPECTATIONS

ANTI-HARASSMENT & ANTI-DISCRIMINATION POLICY
The Spa absolutely prohibits and will not tolerate any illegal discrimination or harassment in its workplace. Accordingly, all employees are expected to maintain a productive work environment free from harassing, discriminatory or disruptive activity. No form of harassment or discrimination will be tolerated, including, but not limited to, harassment or discrimination for the following reasons: race, color, religion, sex, national origin, age, disability, pregnancy, or military status.

The Spa is committed to working to prevent such conduct, to investigate complaints of inappropriate conduct, and to remedy violations of this policy. If you reasonably believe that you have been subjected to any form of prohibited conduct, as defined herein, or if you should witness any harassing or discriminatory conduct, you are required to (1) affirmatively inform the offender/harasser that such conduct is unwelcome; and (2) report the incident immediately to your supervisor, a manager, or the owner. Employees should not allow any inappropriate situation to continue by not reporting it, regardless of who is creating that situation. No

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employee is exempt from the requirement to report conduct that may be in violation of this policy.

The Spa will investigate complaints of harassment and/or discrimination and will make all attempts as being mindful of an employee’s requests for discretion. Notwithstanding, the Spa cannot promise complete confidentiality. The Spa is required to investigate promptly and thoroughly, and this process may include interviewing relevant parties. Should an investigation disclose a violation of this policy, the Spa, may in its sole discretion, undertake appropriate corrective action designed to rectify the conduct and prevent any recurrence. Under no circumstances will the Spa tolerate any retaliation against an individual for making a complaint, in good faith, under this policy or for participating in the investigation of any such complaint.

Any employee who engages in any prohibited conduct may be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

**Definitions of Discrimination and Harassment**

“Discrimination” is defined as any unwelcome conduct that is based on race, color, sex, religion, national origin, disability and/or age.

“Harassment” is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, national origin, age, disability, pregnancy, or military status and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Has the purpose or effect of unreasonably interfering with an individual’s work performance.
- Otherwise adversely affects an individual’s employment opportunities.

Examples of harassing and/or discriminatory conduct include, but are not limited to the following:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, age, religion, national origin, sex, or disability.
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, age, religion, national origin, sex, or disability and that is placed on walls, bulletin boards, or elsewhere on our premises or is circulated in the workplace. This is mainly an example of discrimination.
- Unwelcome requests for sexual favors or sexual advances;

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**REVISED AND EFFECTIVE AUGUST 2013.**
- Verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions or threats.

Because of our strong disapproval of offensive or inappropriate behavior at work, all employees must avoid any action or conduct which could be viewed as harassment of any kind.

**Sexual Harassment**

Sexual harassment is a form of sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964. The Equal Employment Opportunity Commission (EEOC) has defined sexual harassment as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made 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 a basis for employment decisions affecting an individual.
- Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include but are not limited to the following:

- Unwanted physical contact or conduct including flirting, touching, brushing the body, sexual advances or propositions.
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or innuendo, jokes about gender-specific traits, or references to appearances.
- Insulting or sexually suggestive written, recorded or electronically transmitted messages.
- Display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures or photographs.

**Application of Policy**

Each and every employee, supervisor and manager has a responsibility to keep the workplace free from any form of discrimination and/or harassment, including sexual harassment. Any such harassment or offensive conduct in the workplace, whether committed by supervisors, managers, non-supervisory employees, or non-employees, is prohibited. The policy shall be deemed to apply to all conduct in the Spa’s workplace, as well as to any work-related setting outside of the Spa’s workplace, such as business trips, meetings, and business-related social events. Any
employee, supervisor, or manager who is found to have violated the harassment and/or discrimination policy may be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

**Reporting Harassment and/or Discrimination**
If at any time you feel that you or any other employee has been subjected to discrimination or harassment of any nature, you are expected to (1) expressly inform the offending party that such conduct is unwelcome and inappropriate; and (2) report the incident immediately to your supervisor, a manager, or the owner. Employees are encouraged, but not required, to make any such complaints in writing. Early reporting and intervention have proven to be the most effective methods for resolving actual and/or perceived incidents of harassment and/or discrimination in the workplace. Therefore, while no specific time period for reporting harassment and/or discrimination has been established, the Spa strongly urges all employees to promptly report any and all complaints or concerns immediately or as soon after as possible so that appropriate action can be taken as soon as possible and to prevent unwelcome conduct from becoming pervasive and/or severe.

**Retaliation Prohibited**
The Spa absolutely prohibits any form of retaliation against any employee who reports a suspected incident of discrimination and/or harassment, or who cooperates in an investigation of any such conduct. Any individual who violates this policy or retaliates against an employee in any way may be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion. Any instances or complaints of retaliation must be reported to a supervisor, a manager, or the owner.

**False Accusations**
Retaliation or discrimination against an employee for reporting or complaining about harassment and/or discrimination is prohibited. Conversely, false accusations will not be tolerated either. False accusations of harassment and/or discrimination may have serious effects on innocent individuals and will not be tolerated. Making knowingly false accusations is a form of misconduct and may result in serious impairment of our efforts to administer this policy properly and effectively for the benefit of all employees. Accordingly, such misconduct may result in disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

**Investigations**
The Spa will take the necessary steps to promptly and impartially initiate an investigation of a discrimination and/or harassment claim and will conduct its investigation in as confidential and timely manner as possible. Once a resolution of each complaint is reached, the Spa will then communicate its findings to the employee and any the other parties involved.

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**Revised and Effective August 2013.**
All complaints of harassment and/or discrimination will be treated with discretion and as confidentially as possible, except as necessary to investigate the complaint or as required by law. However, complete confidentiality cannot be guaranteed. When a supervisor or any member of management is notified of alleged harassment and/or discrimination, an investigation will take place as promptly as possible, which may involve interviewing relevant parties. Refusal to participate in an investigation may lead to disciplinary action up to and including discharge.

Resolution of Complaints of Harassment and/or Discrimination

Misconduct that the Spa determines to constitute harassment, discrimination, or retaliation shall be dealt with promptly and appropriately, with the Spa retaining the right to exercise discretion in deciding what action is appropriate under the particular circumstance. Such action may include warnings or disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

IMPORTANT NOTICE TO ALL EMPLOYEES: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint process described in this policy. An employee’s failure to avail themselves of the protections provided in this policy could affect his/her rights in pursuing future legal action.

ATTENDANCE

The Spa requires regular attendance by all employees and, while we recognize that sometimes there are legitimate reasons for an absence or tardiness, poor attendance and/or excessive tardiness places undue hardships upon fellow employees. Accordingly, excessive absences or tardiness for work, as determined by the Spa in its sole discretion, may lead to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion. Additionally, employees should understand that they should be available to work whatever shifts the Spa, in its own discretion, determines are necessary.

If, for any reason, you are going to miss work or expect to be late, you are required to call either of the owners or a Manager as soon as you know you will be late or unavailable for work. If needed, in order to ensure you speak with one of the owners or a Manager personally, you may call them at home or on their cell phone if they are not at the Spa. It is not acceptable to call someone other than an owner or a Manager or to leave a voice or other message in lieu of speaking with one of the individuals personally unless you have exhausted all other means and have been unable to reach one of these individuals personally.

In any event, you should call in no later than one (1) hour prior to the time you are scheduled to report for work. In the case of any absence, the Spa expects you to estimate the length of time you expect to be absent and to discuss your reason for the absence with the Manager or Assistant

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Manager. We expect you to call in each day you are absent, except when you are absent as a result of an approved leave of absence. If for any reason you are absent from work for one (1) day or more and have not contacted us, you will be considered to have voluntarily resigned from your employment at the Spa.

**Illness**
If you are absent from work for a medical reason for more than two (2) consecutive days, the Spa may require that you submit a medical statement from your doctor or medical provider stating the reason for your absence and that you are now physically able to return to work and safely perform the essential functions of your job. The Spa may also require that you submit a medical statement from your doctor if you are absent from work due to illness on the day before or day after any scheduled time off.

**TIMEKEEPING**
If you are a non-exempt employee, you are required by state and federal law to accurately keep track of your work time by completing a daily time record of when you arrive, when you leave the business, and when you are on an unpaid break. Because of federal and state wage and hour regulations, you are NOT authorized to arrive for work early, work late, or work any overtime without express prior permission from the Spa. If you leave the Spa’s property during working hours, for any reason including your meal break, you **MUST** record the time you leave and the time your return. The only exception to this rule is when an employee leaves the Spa specifically for the purpose of travelling to our other spa location at the Greenville Marriott for a scheduled client appointment there. At the end of each time period, your time record must be approved by your supervisor.

Failure to maintain time records reflecting an accurate account of your hours worked may result in discharge. Only your supervisor or authorized company official can modify or correct your time records in case of any error or omission. It shall be a violation of this policy for an employee to fail to follow the requirements contained herein, to falsify theirs or other employees’ time sheets, or to fail to report all time actually worked. It shall also be a violation of this policy for any employee to fill out or submit a time sheet for another employee or to allow another employee to do so on their behalf. Any violations of this policy may result in disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

**APPEARANCE & DRESS REQUIREMENTS**
The Spa requires all employees to present themselves at all times in a neat and professional manner. Accordingly, we expect you to conform to the standards of personal grooming, cleanliness and attire as would not be considered offensive or as otherwise detracting from our working environment or a pleasing environment for our customers. Dress requirements as stated
in the policy manual and enforced by company management satisfy both safety needs and customer requirements.

- **Personal Hygiene** is very important. Showering and the use of anti-perspirant or deodorant are required. Strong perfume or fragrances of any kind are not permitted.

- **Hair** must be clean, well groomed and of a natural color (i.e. no pink, orange, blue, etc.). Distracting extremes in hair styling, dyeing, bleaching and coloring are not permitted.

- **Visible body piercing**, other than earrings, is not permitted. This includes tongue piercing, eyebrow piercing, nose piercing and any other piercing that may be deemed as inappropriate.

- **Tattoos** must be covered. Extreme body altering and branding must not be visible.

- **Shoes** must be worn at all time and must be clean and in good repair. Open toed shoes are not permitted.

- **Clothing and Uniforms** must be clean and neatly pressed for a professional appearance.

In order to present the proper image for MG’S GRAND Day Spa you are not allowed to wear denim, tank tops, tennis shoes, any see-through clothing, low cut garments or garments that expose the belly button. Appropriate dress expectations are as follows:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Required Dress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel working in Spa Treatment rooms - Massage Therapist - Esthetician - Body Treatment Therapist</td>
<td>• White uniform top with MG’s GRAND Day Spa logo and white or black pants or skirt. • White uniform top with MG’s GRAND Day Spa logo and sarong used as a skirt for female therapist only. • Name badge</td>
</tr>
<tr>
<td>Personnel working in Salon - Hair Stylist - Nail Technician - Cosmetologist - Make-up Artist</td>
<td>• White or black uniform top with MG’s GRAND Day Spa logo and white or black pants or skirt. • White or black uniform top with MG’s GRAND Day Spa logo and sarong used as a skirt for female therapist only. • Name badge</td>
</tr>
<tr>
<td>Spa Coordinator</td>
<td>• Dress in a professional manner, based on Spa management’s judgement • Name badge</td>
</tr>
</tbody>
</table>
The Spa will provide therapist’s required to wear uniform tops with 3 tops when they begin employment. If they wish to so, an employee may choose to purchase additional tops at cost, which can either be paid for directly or may be deducted from the employee’s paycheck if requested.

A Name Badge must be worn at all times when on duty. If you forget to wear your name badge you will be required to wear a temporary name badge. When you are hired, the Spa will provide you with a name badge. If you lose your badge, a replacement badge will be ordered for you but the cost of the badge will be deducted from your paycheck.

Company management reserves the right to require employees to change their clothes prior to commencing work if they fail to comply with company policies. If you have question about appropriate apparel, please address them to your supervisor.

OVERTIME
Any employee entitled to overtime pay must receive prior approval from the Spa before working any overtime. Failure by any such employee to obtain prior approval before working overtime may subject the employee to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion. Employees entitled to overtime pay as a matter of law shall receive one and one half (1½) times the employee’s hourly rate for all hours actually worked over 40 hours in any standard workweek. Only hours actually worked are included in the 40 hour accumulation.

The Spa will not authorize any employee to work overtime and receive paid time off in lieu of overtime compensation. If you are asked and/or approved to work overtime you will be compensated for all overtime hours worked.

JOB SAFETY
The Spa considers safety to be a priority in the workplace and hopes to foster a culture of safety in all areas. Accordingly, the Spa is committed to conducting all business operations in compliance with the applicable standards and requirements of OSHA, the EPA, and all other applicable federal, state, and local laws and regulations.

Maintaining a safe work environment requires the continuous cooperation of all employees and the Spa encourages all employees to communicate with fellow employees and supervisors regarding safety issues. Because workplace safety is a shared responsibility, all employees are accountable and encouraged to report any unsafe work act or workplace hazard without any fear or retaliation or reprisal. Any employee who prevents, or attempts to prevent, another employee from reporting such a concern or who knowingly allows an unsafe act or circumstance to continue uncorrected may be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.
WORKPLACE INJURIES
If an employee is involved in an accident while working, or witnesses an accident by a participant or another staff member, the employee is required to report the accident immediately, or as soon as practically possible, to their immediate supervisor, a manager or the owner. Under no circumstances are employees to make any promise or statement that would obligate an employee or the Spa for payment of any medical expenses or damages.

STANDARDS OF CONDUCT
The Spa aims to hire people who are reliable and will, hopefully, become satisfied employees. Nevertheless, and because of the at-will nature of their employment with the Spa, employees may choose to resign or may be dismissed by the Spa for various reasons. Employees are expected at all times to conduct themselves in a positive and professional manner and to meet the Spa’s standards of work performance, which include good attendance, punctuality, job proficiency, and compliance with the Spa’s policies and procedures.

Failure to comply with these rules and standards and/or any employee conduct deemed to be unacceptable for any reason by the Spa may result in disciplinary action ranging from verbal warnings up to and including immediate discharge, with the appropriate action to be determined by the Spa in its sole discretion. In no event, however, shall any employee expect they are entitled to receive warnings for any and/or all instances of employee misconduct. Rather, the Spa has absolute discretion in determining whether or not to issue a warning to the employee or whether or not to proceed directly to taking disciplinary action up to and including termination to be determined by the Spa in its sole discretion.

NOTE: THE SPA IS AN AT-WILL EMPLOYER AND RESERVES THE RIGHT TO TAKE ANY FORM OF DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION, AT ANY TIME FOR ANY VIOLATION OF ITS POLICIES. THIS IS NOT A MANDATORY PROGRESSIVE DISCIPLINARY POLICY.

The following are some examples of conduct deemed to be unacceptable:

1. Negligent, careless, unsafe, or inefficient performance of duty.
2. Failure to promptly report to an immediate supervisor an on-the-job injury or accident involving an employee, visitor, or equipment.
3. Intentional falsification of payroll records or other records required in the transaction of Spa and related records.
4. Misuse or improper removal of any property belonging to the Spa, other employees, or clients.

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REVISED AND EFFECTIVE AUGUST 2013.
5. Absence without proper notification to immediate supervisor, excessive absenteeism/tardiness, or insufficient reasons for absenteeism/tardiness.
6. Insubordination, including refusal or failure to perform assigned work.
7. Reporting to work or being on the job under the influence of alcohol, illegal drugs, or other medications, which could impair judgment.
8. Commission of unlawful or immoral acts either on or off duty, which may, in the sole judgment of the Spa, injure the Spa’s reputation, even if such acts do not lead to a criminal conviction.
9. Making malicious, false, or derogatory statements that may damage the integrity or reputation of the Spa, its employees, or its clients.
10. Any acts or threats of violence will not be tolerated.
11. Fighting, either verbally or physically.
12. Intimidation or harassment of other employees or clients.
13. Misrepresentation or withholding of pertinent facts to securing employment or maintaining of facts pertinent to securing or maintaining employment.
14. Poor judgment, improper conduct or conduct unbecoming of a Spa employee, including failure to maintain satisfactory or harmonious working relationships with employees or supervisors.
15. Lying or stealing
16. Possession of any firearm, explosive, or dangerous weapon on company property without written permission.
17. Failure to observe any safety policy or OSHA rule.
18. Sleeping on duty.
19. Creating or contributing to unsanitary conditions.
21. Failure to return to work following a leave of absence.
22. Unauthorized disclosure of confidential information belonging to the Spa or any confidential client information.
23. Solicitation of a client of the Spa for your own personal gain or profit while you are employed by the Spa.
24. Unauthorized use of any equipment or use of any equipment without the proper training or authorization.

25. Conducting a second job or participating in an activity which conflicts with your ability to perform your job satisfactorily.

26. Any personal (dating) relationship between employees, independent contractors, agents and/or clients, or any combination thereof that adversely affects work performance or the Spa’s work environment.

27. Any use of the Spa’s Internet or email systems to send or receive personal e-mails or to access the Internet for personal use or surfing.

THE LIST ABOVE IS NEITHER EXHAUSTIVE NOR ALL INCLUSIVE AND IS PROVIDED MERELY AS AN EXAMPLE OF CONDUCT THAT CANNOT BE TOLERATED. THIS LIST IN NO WAY LIMITS THE SPA’S RIGHT OR ABILITY TO DISCHARGE OR DISCIPLINE AN EMPLOYEE FOR WHAT THE SPA DEEMS IN ITS SOLE DISCRETION TO BE INAPPROPRIATE CONDUCT AND IN NO WAY CHANGES THE AT-WILL RELATIONSHIP BETWEEN THE SPA AND ITS EMPLOYEES.

SMOKING
Smoking is not permitted at any time within the Spa’s building or anywhere on the Spa’s property. Additionally, employees are responsible for ensuring that their clothing does smell of smoke or retain such a smell that would in any way be considered offensive to any clients or co-workers.

SUBSTANCE ABUSE
The Spa believes that the safety, health and well-being of all employees and other individuals in its workplace are a priority and that alcohol abuse and drug use pose a significant threat thereto. Accordingly, the Spa has established a drug-free workplace program that provides that all employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of illegal drugs. Likewise, anyone found using or under the influence of any illegal drug, controlled substance, or alcohol during working hours will be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

In the event that a job injury occurs, the Spa reserves the right to require the employee at issue to submit to a drug test. Likewise, the Spa reserves the right to institute a random drug test policy and/or to require an employee to submit to a drug test if the Spa, in its sole discretion, has reasonable cause to believe an employee is in violation of this policy. Any failure and/or refusal on the part of an employee to report for and comply with such a drug test within the requested period of time will be deemed a positive result and may result in disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

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WORKPLACE VIOLENCE

Because the Spa believes strongly that all employees are entitled to a workplace that is free from violence of any kind, the Spa has zero tolerance for any acts of violence in its workplace, which is not limited to the Spa’s premises, but includes all environments where work-related activities are performed, such as off-site meeting locations and business travel. This policy applies to all employees and non-employees, including any and all individuals with whom Spa employees come into contact with during work duties.

“Violence” includes but is not limited to physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. Any instances of violence or threats of violence must be reported immediately to a supervisor or a manager for prompt investigation.

Violations of this policy, in any manner or respect, including the failure to report conduct in violation of this policy, may result in disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

WEAPONS PROHIBITED

The Spa absolutely prohibits and has zero tolerance for the presence of weapons on its property. For purposes of this policy, a “weapon” is any item or object that is either designed to cause injury, or is carried and intended for use as a weapon. The Spa recognizes that certain tools and other objects have legitimate uses and are not considered weapons when used for their intended purpose. However, when these items are used to threaten or inflict injury against another person, courts have recognized them as weapons and the Spa follows a similar standard. Employees found to be in violation of this policy may be subject to disciplinary action, up to and including immediate termination, to be determined by the Spa in its sole discretion.

This policy applies to employees and all others present on the Spa’s premises. Non-employees may be notified of this policy through the posting of signs or other means as prescribed by law. The Spa reserves the right to conduct searches and inspections of all Spa areas, and may request that any person on Spa property submit to a search of personal handbags, backpacks, or other items. If the person refuses, he or she will be asked to leave the premises. To the extent that this policy may be deemed to be in conflict with state and/or federal law, the Spa will comply fully with the law to the extent required.

TELEPHONE CALLS

Our telephone facilities are for business use, so it is important to keep lines available for clients that may call to book appoints. Accordingly, employees should not use the Spa’s telephones for any personal calls without first receiving permission from their supervisor. When making a personal call upon receipt of permission, employees should make sure there is another line

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available to receive incoming calls and limit the length of time spent on a personal call to the minimum necessary. Please instruct friends and relatives to limit incoming personal calls to those that are absolutely necessary.

**EQUIPMENT & SYSTEMS USAGE**
All computers, software, hardware, and computer-related materials and/or access made available to employees are the sole property of the Spa and are provided solely for the purpose of employee use in conducting the Spa’s business. Employees have no expectation of privacy in the usage of these equipment or systems. Rather, the Spa reserves the right to monitor employee use of its equipment and services and make take disciplinary action, up to and including immediate termination, for any violation of this policy and/or any misuse or abuse, as determined by the Spa in its sole discretion, of said equipment and/or systems.

**USE OF CELLULAR TELEPHONES**
It is one of the Spa’s primary goals to provide its client with a serene and relaxing environment that would be disturbed by the use of cell phones. Accordingly, and in order not to disturb our clients and other employees, we require that all cell phones be set on silent or turned off and used in areas that are not occupied by clients, such as, office, dispensary & outside the building. Unless otherwise directed, cell phone use will only be permitted on the employee's own personal time, during unpaid breaks, or when there is an emergency that necessitates use of a cell phone. Cell phones are not permitted in any of the spa treatment rooms. Additionally, cell phones with the capability to capture digital photographs and video images will be restricted solely to audio use as set forth above.

**ANTI-NEPOTISM**
Immediate family members of Spa employees may not be hired if to do so would:

- (1) Create a supervisor/subordinate relationship between the family members;
- (2) Have the potential of creating an adverse impact on work performance;
- (3) Create an actual or apparent conflict of interest; or
- (4) Create an awkward situation or working relationship between departments.

This policy must also be considered when assigning, transferring, or promoting an employee. For purposes of this policy, immediate family includes spouses, parents, children, siblings, grandparents, grandchildren, in-laws, aunts, uncles, nieces, nephews, any household members, and any step-relative of any of the foregoing. This policy also applies to individuals with whom a current employee is romantically involved.

Employees who become immediate family members or establish a romantic relationship after beginning employment with the Spa are not automatically disqualified from continued

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employment as long as the retention of both employees would not involve one of the situations listed above. If one of the situations above would result, the Spa may make attempts at finding a suitable position to which one of the employees may transfer, or may make reasonable efforts to assign job duties so as to minimize problems or supervision, safety, security, or morale. If any of these accommodations are not feasible or to the Spa’s satisfaction, the Spa may ask the employees to choose which of them should resign from their employment with the Spa. If the employees are unable to decide which should resign, the Spa may decide in its sole discretion who may or may not remain employed.

FRATERNIZATION

Any supervisors and managers must immediately disclose to the owner any romantic or sexual relationship with any other Spa employee. Additionally, if a supervisor or manager is in a position to influence decisions regarding assignments or other terms of employment of another employee with whom he/she has a romantic or sexual relationship, that supervisor or manager must disclose that relationship and decline to participate in any decisions affecting the other employee. Any failure to follow this policy may result in disciplinary action, up to and including immediate termination, to be decided by the Spa in its sole discretion.

For all other romantic relationships between employees, please see the Anti-Nepotism policy above.

SOLICITATION, DISTRIBUTION & BULLETIN BOARDS

Employees may not at any time solicit any clients or other Spa visitors during working time, nor may employees distribute literature in work areas at any time. Regardless, an employee wishing to solicit their co-workers for sale of appropriate items or fundraisers (i.e. Girl Scout cookies, wrapping paper, etc.) must request and receive prior permission from one of the owners before doing so. Employees may not solicit spa clients at any time. In no circumstances, however, should any such approved solicitations occur in such a manner so as to disturb the work of others during their working time. The Spa reserves the right to revoke any such granted privileges, however, if the Spa determines, in its sole discretion, that such solicitations have become disruptive or otherwise inappropriate for the workplace.

Any bulletin boards maintained by the Spa are to be used only for posting or distributing notices concerning the Spa’s business or announcements of a business nature that are equally applicable and of interest to all employees. Excess documents may distract from this important business information. Accordingly, any information posted on the Spa’s bulletin boards must have prior authorization from the management.

Persons not employed by the Spa may not solicit the Spa’s employees or clients for any purpose or distribute literature of any kind on the Spa’s premises.

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REVISED AND EFFECTIVE AUGUST 2013.
PARKING
Unless instructed otherwise, please do not park in the parking places immediately in front of the building. These spots are to be reserved for the convenience of our clients. See the map below for more specific guidelines on where to park according to the appropriate days of the week.

<table>
<thead>
<tr>
<th>Area</th>
<th>Days</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Mon - Sat</td>
<td>Guests Only</td>
</tr>
<tr>
<td>B</td>
<td>Mon – Fri</td>
<td>Employee/Guest\n</td>
</tr>
<tr>
<td>C</td>
<td>Mon - Sat</td>
<td>Employee</td>
</tr>
<tr>
<td>D</td>
<td>Sat</td>
<td>Employee</td>
</tr>
<tr>
<td>E</td>
<td>Mon - Sat</td>
<td>Employee</td>
</tr>
</tbody>
</table>

EMPLOYEE PRICING
One of the benefits provided by the Spa is the ability for employees to purchase products and services at a reduced rate for their personal use as well as their immediate family. This policy extends to the employee and any other immediate family members residing in the same household, which includes the following: spouse, children, parents, parents-in-law, brother and sister. The amount of discount is at the discretion of the Spa and subject to change at any time, but will generally be 20% above cost for products and 40% off on services. The Spa reserves the right to exclude any item or service from this policy and may choose to modify and/or revoke any privileges afforded pursuant to this section at any time as business needs, as determined by the Spa in its sole discretion, so dictate. Additionally, services provided under the applicable

This Employee Handbook Supersedes and Replaces All Previous Employee Manuals, Handbooks or Personnel Policies, Memoranda, etc.
Revised and Effective August 2013.
employee discount may only be scheduled on Mondays through Thursdays and not on any Friday or Saturday, except with prior approval from management.

**USE OF PRODUCT DISPLAYS, TESTERS, SAMPLES & SUPPLIES**
The Spa has several product displays, product samples & testers for clients to try products in order to make a buying decision. Employees are also allowed to use these displays, samples and testers if and only if they are also making a buying decision. Any other use of same is strictly prohibited. Professional supplies and back bar items are for use while performing scheduled services only and any personal use of these items by employees is strictly prohibited.

**TRADING SERVICES**
The practice of trading services among employees is strictly prohibited.

**LICENSES**
Employees are responsible, at their sole expense, for ensuring that they have all licenses and/or permits necessary to perform the agreed-upon services at the Spa and that said licenses and/or permits are kept current at all times while employed by the Spa. Employee shall also be responsible for displaying any such licenses and/or permits in the place and manner directed by the Spa.

**COMPANY MEETINGS & IN-HOUSE TRAINING**
From time to time the Spa may hold required meetings and/or arrange in-house training programs. You are required to attend these meetings and training programs unless permission is given to not attend. At other times, the Spa may choose to hold in-house training programs that are not required, but offered solely for the benefit of employees. Any such time spent during these voluntary and/or optional training programs will not be considered working time and, accordingly, will not be paid.

**INTERNET & ELECTRONIC MAIL**
Access to the internet and electronic mail may be provided to employees for the benefit of the Spa and said access shall be used solely for professional reasons and for the purposes of satisfying job requirements. Additionally, all such usage by employees shall be effective, ethical, and lawful.

**Inappropriate Use**
It shall be considered a violation of this policy for employees to use either internet or electronic mail access granted to them by the Spa to conduct personal business or for personal gain or advancement of individual views. Likewise, neither may be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
Email and internet provided by the Spa also shall not be used to access or create any fraudulent, harassing, obscene, offensive, or disruptive information or messages. Examples of items considered offensive are any information or messages which contain sexual content, racial slurs, gender-specific comments, any type of profanity and/or any comments that offensively address someone’s age, sexual orientation, religious or political beliefs, national origin, race, or disability. Employees are responsible for the contents of all messages, whether text, audio or images, they place, send, or receive over electronic media systems and must attach and transmit under their own names.

File downloads and executable software may not be downloaded at any time unless prior permission is obtained from the Spa. Likewise, employees shall not duplicate or download from the Internet or from any e-mail any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material.

Social Networking Sites and Media
It shall be considered a violation of this policy for employees to use Spa-furnished equipment, internet or electronic mail access to access and/or use any social networking sites, including but not limited to Facebook, Twitter, MySpace, etc. Likewise, employees are strictly prohibited from using and/or accessing such social networking sites during work time when they are expected to be devoting their time and best efforts to the Spa’s business.

Violations
Any employee who violates this policy or otherwise uses the Spa’s systems for improper or unauthorized purposes may be subject to disciplinary action, up to and including immediate termination, in the sole discretion of the Spa.

Property & Privacy
All messages created, sent and/or retrieved over the internet using the Spa’s equipment, software, and/or services are the sole property of the Spa and shall be regarded as public information. Accordingly, employees have no expectation of privacy in any of said communications and the Spa reserves the right to access the records of employees’ internet use, as well as the contents of any messages sent using its equipment, software, and/or services. Additionally, the Spa may access and monitor employee communications and files as it considers appropriate. There is no right of privacy with respect to the usage, messages, information, and data accessed, composed, sent, or received on any of the Spa’s property. Likewise, no employee has any property right on any information utilized or contained on any electronic media or communications provided by the Spa.
EMPLOYEE BENEFITS AND LEAVE

PAID TIME OFF (PTO)

The Spa provides eligible employees with paid time off (PTO). To be eligible for PTO, an employee must be considered a full-time employee (i.e. work at least 60 hours per pay period during 24 pay periods out of 26 consecutive pay periods) and have been at full-time status for at least 1 year and signed a Confidentiality, Non-Disclosure & Non-Solicitation Agreement.

The amount of Paid Time Off (PTO) that an employee is eligible is shown in the table below.

<table>
<thead>
<tr>
<th>Years of Service as of January 1st</th>
<th>Days of PTO (if accrued for all 26 pay periods)</th>
<th>hours worked per year</th>
<th>accrual rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>based on accrued hours</td>
<td>-</td>
<td>0.06556</td>
</tr>
<tr>
<td>1</td>
<td>16</td>
<td>1952</td>
<td>0.06556</td>
</tr>
<tr>
<td>2</td>
<td>17</td>
<td>1944</td>
<td>0.07000</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
<td>1936</td>
<td>0.07444</td>
</tr>
<tr>
<td>4</td>
<td>19</td>
<td>1928</td>
<td>0.07889</td>
</tr>
<tr>
<td>5</td>
<td>20</td>
<td>1920</td>
<td>0.08333</td>
</tr>
<tr>
<td>6</td>
<td>21</td>
<td>1912</td>
<td>0.08778</td>
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<td>7</td>
<td>22</td>
<td>1904</td>
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<tr>
<td>9</td>
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<td>1888</td>
<td>0.10167</td>
</tr>
<tr>
<td>10</td>
<td>25</td>
<td>1880</td>
<td>0.10639</td>
</tr>
</tbody>
</table>

The table also shows the amount of hours of PTO that will accrue for each full-time hour worked. The table also shows the number of days that could be taken if the employee accrues PTO during each pay period of the preceding year.

Eligible employees will begin accruing PTO hours starting with the first pay period after the 90 day probationary period, but may not use any PTO hours until after passing their first full year of service.

For employees with more than 1 year of service, no PTO will accrue for pay periods with less than 60 hours of paid time, i.e. hours worked plus any PTO hours taken.

For employees with less than 1 year of service, no PTO will accrue for pay periods with less than 60 hours of eligible time. Eligible time is the number of hours worked + 6 hours for any Holiday.

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that occurs on a day that the employee normally works + any approved UTO (unpaid time off). The maximum number of approved UTO hours during the 1st year of service is 60 hours.

The rate of pay for PTO is equal to your base hourly rate of pay.

Generally the number of hours that you may claim for each full day of PTO is equal to the number of core hours you are normally scheduled to work up to a maximum of 8 hours. You may use PTO for partial days but must be a whole number of hours. For partial days, the maximum number of UTO that can be taken is equal to the number of core hours normally scheduled less the number of hours worked. You may not use more PTO than you have accrued.

You will not be eligible to receive pay instead of Paid Time Off unless you employment is terminated by the Spa without cause. Employees that resign or who are terminated by the Spa for cause will not be paid for any unused PTO hours.

In order to use PTO for vacation, the employee must complete the appropriate PTO request and submit it to their immediate supervisor who will be responsible for approving or denying the requested time off. Approval of requested PTO is subject to business needs. Such requests should be submitted at least sixty (60) days prior to the first day of your requested time off.

No requests for time off, either paid or unpaid, will be approved during peak business times that include:

- From Thanksgiving to New Years Day
- Week before and after Valentines day
- Week before and after Mother’s Day

PTO can be used for holidays, vacation, bereavement leave, jury duty and sick days subject to additional conditions. In fact, any accrued PTO will automatically be used for Holidays, bereavement leave or jury duty for days that the employee is normally scheduled for unless the employee requests that the Spa not do so. Any accrued PTO will also automatically be used for sick days. If doctor’s note is requested for an absence due to illness and not provided, then PTO may not be used for that absence.

Unused PTO will roll over from one calendar year to the next. However, the maximum amount of PTO that can be accrued is 400 hours.

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BEREAVEMENT LEAVE
In the event of a death of an immediate family member, employees will be allowed up to three (3) days off without pay to arrange and attend the funeral. This time must be used in consecutive days. For the purposes of this policy, immediate family is defined as mother, father, sister, brother, spouse or children. Regular, full-time employees are eligible to use PTO for leave under his policy.

JURY DUTY
The Spa will grant employees an unpaid leave of absence to serve jury duty. However, employees are expected to provide the Spa with a copy of the jury duty notice as soon as possible. Employees are also expected to call in daily to report their status while on jury duty, and should report to work on non-jury days or on days when the jury is dismissed early. Regular, full-time employees are eligible to use PTO for jury duty under his policy.

MILITARY LEAVE
All eligible employees will be granted military leave in accordance with the provisions of the Uniformed Services Employment and Re-Employment Act (USERRA). USERRA applies to persons who perform duty, voluntarily or involuntarily, in the “uniformed services”, which include the Army, Navy, Marines, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), and initial active duty training. USERRA requires the Spa to reemploy service members returning from a period of service in the uniformed services. The employee must give notice to the Spa that he/she is leaving his or her job for service in the uniformed services, unless providing such notice is precluded by military necessity or is otherwise impossible or unreasonable. The cumulative period of an employee’s service in the uniformed services must not exceed five (5) years.

An employee requesting military leave should notify their supervisor, a manager or the owner as soon as possible, and is also required to submit a copy of his/her orders to a manager or the owner not less than one week before leave begins, except for military emergencies where such notice is not possible.

During a military leave of less than thirty (30) days or less, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of a length greater than thirty (30) days, an employee may elect to continue his/her health coverage for up to twenty-four (24) months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage, as well as any administrative fees related thereto.
Upon return from military leave, employees must provide notice to the Spa or submit an application for reemployment in accordance with applicable law and the following guidelines:

- If an employee’s service is for a period of thirty (30) days or less, the employee must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight (8) hours after the employee has returned from the location of service.
- If an employee’s service is for more than thirty (30) days but less than one hundred eighty (180) days, the employee must submit an application for reemployment no later than fourteen (14) days after completing his/her service, or, if this deadline is not practicable through no fault of the employee, as soon as possible.
- If an employee’s service is for longer than one hundred eighty (180) days, the employee must submit an application for reemployment no later than ninety (90) days after the completion of the service.

An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated in the course of military service must report to a manager or the owner (if the service was 30 days or less) or submit an application for reemployment (if the service was greater than 30 days) at the end of the recovery period, which may not exceed two (2) years.

Non-exempt employees will not be paid for time missed from work due to temporary military duty. Exempt employees will be paid for time missed from work during any work week in which they have reported to work due to temporary military duty but must submit copies of check stubs received for such service in order that the Spa may deduct that amount from the exempt employee’s pay, and must also provide written confirmation from the commanding officer as to the actual days in service. Exempt employees who do not report to work for an entire week due to military duty will not receive pay for that week.

OTHER UNPAID LEAVES OF ABSENCE
The Spa may, in certain extenuating circumstances and in its sole discretion, grant an employee an unpaid and unprotected leave of absence. Only regular, full-time employees are eligible for any such leave of absence and only after they have exhausted all of their other available leave time. An employee who desires to request such a leave of absence should direct their request to their supervisor or a manager, who may ask the employee to provide documentation supporting the need for the requested leave of absence. Any such request should be made as far in advance as possible. Employees should be aware, however, that they are in no way guaranteed that such a request will be granted. Rather, the decision of whether or not to grant a requested leave of absence rests in the sole discretion of the Spa.
HOLIDAYS
The Spa generally observes six (6) holidays each year that include:

- New Year's Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Labor Day
- Christmas Day

The Spa will be closed on these holidays. Eligible employees may use any accrued PTO they have when a holiday falls on one of their regularly scheduled work days. Other employees will receive this time off without pay to observe these holidays. If there is any deviation from this written policy, you will be notified in writing before the holiday.

REQUESTS FOR TIME OFF
No requests for time off, either paid or unpaid, will be approved during peak business times that include:

- From Thanksgiving to New Years Day
- Week before and after Valentines Day
- Week before and after Mother’s Day

TERMINATION OF EMPLOYMENT
At the time of termination, regardless of the circumstances surrounding same, employees should return all of the Spa’s property, materials, and/or confidential information immediately. Following termination, the Spa will pay employee all amounts due and owing to the employee, less all amounts owed to the Spa by the employee. Any such amounts will be deducted from the employee’s final paycheck.
THIS EMPLOYEE HANDBOOK SUPERSEDES AND REPLACES ALL PREVIOUS EMPLOYEE MANUALS, HANDBOOKS OR PERSONNEL POLICIES, MEMORANDA, ETC.

REVISED AND EFFECTIVE AUGUST 2013.
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK & DISCLAIMER  
(EMPLOYER’S COPY)

I have received a copy of MG’s Grand Day Spa’s the Employee Handbook and agree to read, understand and abide by its policies and procedures.

DISCLAIMER

I understand that all employees of MG’s Grand Day Spa (“the Spa”) are employees-at-will. My employment is not for a fixed term or for a definite period. This neither Handbook nor any of its specific provisions are to be considered a contract of employment with the Spa or as altering my at-will employment status with the Spa in any manner or respect. I have the right to terminate my employment at any time with or without cause, and the Spa reserves the right to terminate my employment at any time with or without cause, and with or without prior notice.

Nothing in this Employee Handbook in any way creates an express or implied contract of employment. This Employee Handbook may be amended, modified, or terminated at any time. Further, the Spa reserves the right to exercise total discretion in the application of this handbook and its specific provisions.

____________________________________  __________________
EMPLOYEE SIGNATURE                                        DATE

____________________________________
PRINT SIGNATURE

Please sign, date and return to Employer

This Employee Handbook supersedes and replaces all previous employee manuals, handbooks or personnel policies, memoranda, etc.

Revised and Effective August 2013.
EMPLOYEE ACKNOWLEDGEMENT OF POLICIES

As an employee of MG Grand Day Spa, I hereby acknowledge the existence and receipt, as well as my reading and understanding, of the following policies by initialing in the spaces below:

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<td>Holidays</td>
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</table>

Employee Name
Signature
Date

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REVISED AND EFFECTIVE AUGUST 2013.