



Retail Business Development
RETAIL DONE RIGHT

Employee Handbook



Human Resources

Version 1.01

June 2011

This handbook supercedes all previous terms of employment where such prior terms may be in conflict with the contents of this handbook.

www.retailbusinessdevelopment.com

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I. INTRODUCTION

A. WELCOME STATEMENT

Retail Business Development, Inc., Retail Business Development Holdings, Inc., Retail Business Development Enterprises, Inc., Retail Business Development of America, Inc., Retail Business Partners, Inc., TMW Holdings, Inc., TMW Miami, Inc., and TMW Retail, Inc. (to be referred to as the Company hereinafter) congratulates and thanks you for accepting our offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help The Company succeed. We expect each Employee to perform the tasks assigned to the best of your skills and abilities. We believe that hard work and commitment will not only help us succeed but also will help give you a sense of pride and accomplishment.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience, and background that you bring with you to our company. It is our Employees who provide the services that our customers rely upon and who enable us to grow and to create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any member of our management team or call your Human Resources support team. They are here to help you perform to the best of your abilities.

Once again, welcome! We are glad to have you with us!

B. DESCRIPTION OF THIS HANDBOOK

This Employee Handbook contains information about the employment policies and practices of the Company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Company. This Employee Handbook supersedes all previously issued Employee Handbooks and any verbal or written policy statements. The Company reserves the right to revise, delete, and add to the provisions or policies described in this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the Director of Human Resources or other officer of the Company. No oral statements or representations can change the provisions of this Employee Handbook.

None of the Company's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. No supervisor or manager has any authority to enter into a contract of employment, express or implied, that changes or alters the at-will employment relationship. Only the President of the Company has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing, with appropriate signatures.

Retail Business Development does business in various states; where state law is more generous than the established guidelines of the Company, state law will apply. If you have any questions, please contact your immediate supervisor, or the Human Resources Department.

All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the President or the Director of Human Resources.

II. EMPLOYMENT RELATIONSHIP

A. EMPLOYMENT AT WILL

While we hope that your employment will prove mutually satisfactory, please understand that continued employment cannot be guaranteed for any Employee. Employment with our Company is employment at will. This means that you are free to leave your employment at any time, with or without cause or notice, and the Company retains the same right to terminate your employment at any time, with or without cause or notice. This policy of at-will employment may be changed only by a written employment agreement signed by the President expressly changing the policy of at-will employment. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with the Company may be modified at the sole discretion of the Company, with or without cause or notice at any time. No implied contract concerning any employment-related decision, term, or condition of employment can be established by any other statement, conduct, policy, procedure, or practice.

B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Company is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, gender identity or expression (if apply in your area), possession of the sickle cell trait, religious creed, handicap, HIV-positive status, and any other basis protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the Company are prohibited from engaging in this type of conduct.

In accordance with applicable federal and state laws protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Department and request an accommodation. IS THIS NEEDED WIT THE SECTION BELOW

C. AMERICANS WITH DISABILITIES ACT

It is the Company's policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. The Company is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973, as applicable. The Company recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your Manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

In accordance with the Americans with Disabilities Act, employees with AIDS will be treated like any other ill employee. If the individual is fit to work, he or she will be provided with work in accordance with normal procedures. Usually, no special precautions in the workplace are indicated. However, employees with

AIDS may request reasonable accommodation by contacting their Manager, the RBD Human Resources Department. We are committed to safeguarding the health of all employees and maintaining productivity.

D. LANGUAGES SPOKEN AT WORK

Every employee is expected to treat others with respect in all aspects of their working relationships. Employees are prohibited from using their fluency in other languages to humiliate or offend their fellow employees or visitors to the Company in any way.

III. COMMENCING EMPLOYMENT

A. BACKGROUND CHECKS

The Company recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the Company. The Company may review an applicant's or an employee's credit report and criminal background, if any. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the job applicant or employee with any required notices and forms. Consistent with these practices, job applicants or employees may be asked to sign certain authorization and release forms. Consistent with legal requirements, the Company reserves the right to require job applicants or employees to sign the forms as requested as a condition of employment.

B. IMMIGRATION COMPLIANCE

The federal government requires that within three business days of your first day of work, you must complete an employment eligibility verification form (I-9 Form) and show us documentation proving your identity and your eligibility to work in the United States.

If you have worked for the Company previously, you need only provide this information if it has been more than three years since you last completed an I-9 Form for us or if your current I-9 Form is no longer valid. If you have worked at another location under the common ownership, then you will be required to complete an I-9 Form or a new one and provide documentation proving your identity and your eligibility to work in the United States.

I-9 Forms are maintained separately from other personnel records and are treated as confidential to the extent possible. If you need additional information about the I-9 Form, please contact your Human Resources support team.

C. HIRING RELATIVES

A familial relationship among Employees can create an actual or potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, solely at the discretion of the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

D. INTER-OFFICE RELATIONSHIPS

If two employees enter into an intimate relationship, marry, or in any way become related or reside in the same household, they may not remain in a reporting relationship or in positions where one individual may affect the

compensation or other terms or conditions of employment of the other individual. The Company will attempt to identify other available positions, and the employees will have 30 days to decide which individual will remain in his/her current position. If no alternate position is available, the employees will have 30 days to decide which employee will remain with the Company. If this decision is not made in the time allowed, the Company will make the decision.

E. EMPLOYMENT STATUS

Employees at the Company are classified as full-time nonexempt, part-time nonexempt, or fulltime or part-time exempt.

1. Full-Time Nonexempt Employees

Full-time nonexempt Employees are those who are normally scheduled to work and who do work a schedule of 40 or more hours per week.

2. Part-Time Nonexempt Employees

Part-time nonexempt Employees are those who are scheduled to work and who do work less than 40 hours per week. Part-time nonexempt Employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance). One may be considered a part-time employee yet be eligible for the Company's benefits if he or she completes a minimum of thirty (32) hours per week on a consistent basis.

3. Exempt Employees

Exempt Employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales Employees are overtime exempt.

4. Outside Sales

Some sales personnel augment their in-store sales with activations done away from the physical store location and separate and apart from regularly scheduled shifts. The Company wants your experience with outside sales to be rewarding. We are committed to providing you with materials and support to make your effort a successful and profitable one. When performing your job functions outside of an RBD location, the following exclusions apply:

- a. RBD bears no legal responsibility during outside employment where the employee may be in any way involved in an illegal activity (misdemeanor or felony) or in negligent behavior.
- b. The Company is not liable in cases of injury incurred from lifting, walking and/or running, as well as injuries incurred on private properties of potential customers or on property owned or leased by RBD.
- c. The Company is not liable in cases of injury or difficulty caused by dog bites, bee stings, allergic reactions, flying road debris, etc.

d. The employee is responsible for any traffic violations, including but not limited to tickets for pedestrian violations, speeding, or parking and is responsible for liabilities or expenses resulting from vehicle or pedestrian accidents of any kind.

e. The employee agrees to all liabilities and/or legal fees resulting from any form of misrepresentation of RBD sales, promotions, products, or services. If an RBD employee intentionally or unintentionally misquotes prices or services, or engages in inappropriate behaviors while conducting outside job functions, whether verbally, physically, or in print, the employee assumes the financial obligation that results, up to and including satisfying the customer, whether through reduced wages/ commissions or through the employee's out-of-pocket expense.

f. Work hours are at the discretion of the District Manager and will be scheduled a minimum of 48 hours in advance. Standard business expectations apply to regular, on-time attendance for scheduled hours.

F. INTRODUCTORY PERIOD

The ninety (90) days of continuous employment at the Company will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your Supervisor(s) and fellow employees, and familiarize yourself with the Company in general. We refer to this initial period of employment as your introductory or probationary period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

Any significant absence will automatically extend an introductory period by the length of the absence. Where the Company determines that the designated introductory period did not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

Employees who are promoted or transferred within the Company after completion of their initial probationary period must complete a secondary Introductory period of 90 calendar days with each assignment to a new position. If moving from one regular full-time position to another regular full-time position, this new introductory period will have no effect on benefit participation. However, employees moving to a regular full-time position from any classification which is not a regular full-time position must complete an initial introductory period as a regular fulltime employee before they will be eligible for benefits offered only to regular fulltime employees.

All employees are eligible for those benefits that are required by law, such as workers compensation insurance and Social Security, regardless of their classification. Upon becoming a regular fulltime employee, the employee may be eligible for additional Company benefits. Any such benefits will be subject to the terms, conditions, and eligibility restrictions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

IV. PAYROLL

A. WORKING HOURS & SCHEDULE

Beginning and ending periods or hours of work may vary depending on job assignments. A normal workweek consists of 5 days a week, 8 hours per day Saturday through Friday. In order to accommodate the retail hours of our host facilities, regularly scheduled hours may be divided over six days when necessary. Your Manager will inform you of your particular hours. A good way to make a favorable impression is to be on the job at your start time and to stay on the job until quitting time, or until released. Employees may be required to work in excess of forty (40) hours per week at the discretion of Management

B. TIMEKEEPING PROCEDURES

Nonexempt Employees must record their actual time worked for payroll and benefit purposes. Nonexempt Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt Employees must also record any departure from work for any non-work-related reason.

Altering, falsifying, and tampering with time records, or recording time on another employee's time record, is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt Employees may also be required to record their time worked and to report full days of absence from work for reasons such as approved leave or personal business.

It is your responsibility to complete your timesheet and certify the accuracy of all time recorded on a weekly basis. Any errors in your timesheet should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

C. OVERTIME (NONEXEMPT EMPLOYEES)

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized in advance by a designated RBD Manager. Working overtime without prior authorization may result in disciplinary action. Nonexempt Employees will be paid time and one-half compensation for all hours worked in excess of 40 hours in one workweek and as otherwise required by state and federal law. Employees are generally scheduled one additional hour/day to allow for breaks/meals. Employees are not compensated for their break time.

Where **state law** is more generous than the established Federal guidelines, state law will apply.

D. OVERTIME (EXEMPT EMPLOYEES)

Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Employees.

E. PAYMENT OF WAGES

Employees are normally paid bi-weekly. In the event that the payday falls on an observed Company holiday or a weekend your paycheck will be issued on the last business day prior to the holiday.

Once you receive your paycheck or proof of payment from the Company, please examine it carefully to ensure that the amount is correct. Every precaution has been taken to avoid errors in your pay check; however, sometimes mistakes do happen. If an error does occur, advise the RBD Payroll Manager so that an adjustment can be made on the next check.

A few additional facts about pay:

You will be paid your first week's wages no later than the second pay cycle after you begin work. Any overtime earnings will be paid in the next pay cycle following the actual hours worked.

If a paycheck is lost or stolen, notify you're the RBD Payroll Manager immediately. A replacement check will be issued after our Payroll Department can verify that our bank has cancelled the original check, usually three business days after notice is received from the employee. Employees may be responsible for the cost of the additional pay check processing.

No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless employee authorization has been given for another person to do so.

Employees may have their pay deposited directly to their bank accounts or debit cards if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages.

F. SALARY PAY POLICY

Exempt Employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be deducted for complete days of absence, and incomplete initial or final weeks of work. There may also be other occasions when an exempt Employee's salary may be deducted. Please contact your Supervisor or the Human Resource Department for more information.

G. WAGE DEDUCTION COMPLAINT PROCEDURE

The Company prohibits improper wage deductions pursuant to the Fair Labor Standards Act ("FLSA"). If an employee believes his or her wages have been subject to an improper deduction, the employee MUST report it immediately to the RBD Payroll Department. If the employee is uncomfortable reporting the improper deduction to his or her manager, the employee must report the improper deduction to any Executive of the Company. If your paycheck or direct deposit is incorrect because you feel your work hours have been inaccurately reported, you must notify your supervisor or manager immediately in writing. You should also notify the RBD Payroll Department.

After conducting a prompt investigation into the complaint, the Company will inform the employee of the resolution. If an improper deduction has been made, the Company will correct the error, or see that the error is corrected, by reimbursing the employee promptly for the improper deduction. The Company is committed to the fair payment of wages to all employees consistent with the requirements of the Fair Labor Standards Act. In the event of an improper deduction, the Company will, in addition to reimbursing the employee, review whether counseling and/or discipline of the manager/staff responsible for the improper deduction is warranted to ensure future compliance with FLSA regulations.

H. AUTOMATIC DEPOSIT

Employees may designate one or more bank accounts or bank cards for automatic deposit of their paychecks. For example, a set amount may be directed into your savings account or debit account, with

the balance deposited into your checking account. All of the required enrollment and consent forms are available from the Human Resource department. At the end of your employment with RBD, your FINAL CHECK WILL BE A LIVE CHECK sent to your home address on file with the Human Resources Department.

I. WAGE GARNISHMENTS

The Company would like to avoid incurring the administrative costs of garnishments and wage assignments for employees. Accordingly, the Company encourages all employees to meet their financial obligations without involving the Company. Nonetheless, the Company will adhere to legally imposed wage assignments and garnishments and will not modify the terms of those legal arrangements unless ordered to do so by a court. The Company will deduct the administrative costs of complying with wage assignment and garnishment orders, up to the amount allowed by statute.

J. BUSINESS EXPENSE REIMBURSEMENT

Employees may be reimbursed for reasonable and documented expenses incurred in the course of business. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. Within 30 days of the date of the expenditure, all expenses incurred should be submitted to your supervisor for approval on the Company's Expense Report form, along with the detailed receipts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor and to the RBD Travel Manager. Vehicles owned, leased, or rented by the Company may not be used for personal use without prior approval.

Employees are expected to obtain prior proper authorization for expenses and to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any question about whether an expense will be reimbursed.

Abuse of this business expense reimbursement policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment. For further details on this policy please refer to the current RBD Travel and Expense Guidelines.

V. PERSONNEL

A. OPEN-DOOR POLICY

The Company recognizes that employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your Supervisor. Please feel free to contact your Supervisor or the Human Resources Department with any suggestions and/or complaints.

If you do not feel comfortable contacting your supervisor or you are not satisfied with your supervisor's response, please submit your complaint or suggestion in writing to the Human Resources Department. (Email from your personal account is acceptable.) The Human Resources Department will review your written submission, investigate as necessary, and provide you with a final resolution. You may contact the Human Resources Department by emailing dcenfanti@retailingwireless.com.

While the Company provides you with this opportunity to communicate your views, please understand that not every complaint may be resolved to your satisfaction. Even so, the Company believes that open communication is essential to a successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

B. COMMUNICATION

Effective communication is a prerequisite for the operation of any business, especially one in which customer care is of primary concern. Each employee is responsible for obtaining all information necessary to perform his/her job well and to prevent errors. Each employee is also responsible for any memoranda, notes, reports or other communications that he/she produces. Active participation in staff meetings and discussions with supervisors are effective means to achieve clear communication.

Periodically, written communications will be issued to employees regarding new or changed policies, procedures, programs or activities. Additionally, important notices may be posted by email to the store, in the store, or on bulletin boards. All employees should be alert to these communications, read each notice thoroughly, and ask any questions promptly. Only official Company communications are appropriate for company email and postings in locations.

C. EMPLOYEE INCENTIVE PLAN

The Company reserves the right to enter into individual incentive plans with employees who have demonstrated an interest in and an ability to bring business into the Company.

The Company reserves the right to enter into production incentives where it is deemed that it would be advantageous to the overall profitability of the Company. Employees eligible for incentive plans will be notified by the President or appropriate officer of the Company.

D. UNLAWFUL HARASSMENT

In accordance with applicable law, the Company prohibits unlawful harassment and harassment because of sex, race, color, national origin, ancestry, religion, physical or mental disability, veteran status, marital status, gender identity or expression (if apply in your area), sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other basis protected by federal, state, or local law. Any such harassment may violate the law and will not be tolerated.

1. Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or intentionally impeding or blocking normal movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or harassment by persons doing business with or for the Company.

2. Other Types of Harassment

Prohibited harassment on the basis of race, color, national origin, pregnancy, gender, ancestry, religion, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

3. Harassment Complaint Procedure

The Company's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment discrimination and retaliation, for appropriate disciplinary action against anyone found to have engaged in prohibited harassment, discrimination or retaliation and for appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee has not lost a job or some economic benefit.

If you believe you have been discriminated against or harassed on the job, or if you are aware of the harassment of others, you must provide a written or verbal complaint to your supervisor, to the Human Resources Department as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

Applicable law also prohibits retaliation against any employee by another employee or by the Company for using this complaint procedure or for filing, testifying, assisting with, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, the Company will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation. Any instance of perceived retaliation must be reported through the same channels.

All incidents of prohibited harassment that are reported will be investigated. The Company will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The Company will treat complaints as confidentially as circumstances permit. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If the Company determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment.

If a complaint of prohibited harassment is found to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Appropriate specifics of whatever action is taken against the harasser will be communicated to the employee who complained.

4. Liability for Harassment

Any Employee of the Company, whether a coworker or Supervisor, who is found to have engaged in prohibited harassment or discrimination is subject to disciplinary action, up to and including discharge from employment. *Any employee, who engages in prohibited discrimination and harassment, including any Supervisor or manager who knew about the discrimination harassment but took no action to stop it, may be held personally liable for monetary damages.* Any supervisor or manager, who knew about harassment and took no action to stop it or failed to report the harassment to the Human Resource department, may also be subject to disciplinary action, up to and including termination. The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

E. PROHIBITED CONDUCT

In order to assure orderly operations and provide the best possible work environment, the Company expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment:

1. Falsification of employment records, employment information, or other records.
2. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any timesheet, whether your own or another employee's.
3. Theft or damage of any Company property or the property of any Employee or customer.
4. Removing or borrowing Company property without prior authorization.
5. Unauthorized use of Company equipment, time, materials, or facilities.
6. Working with alcohol or illegal substances in your system.
7. Possessing, distributing, selling, transferring, using, or having illegal drugs in your system while in the workplace.
8. Provoking or participating in a fight or fighting during working hours or on premises owned or occupied by the Company.
9. Provoking or participating in harmful horseplay or practical jokes on Company's time or on or near any premises owned or occupied by the Company or the host facility.
10. Possession of firearms or any other dangerous weapons, at any time, on premises owned or occupied by the Company in accordance with state and federal law.
11. Engaging in illegal conduct which is detrimental to the reputation of the Company, whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by the Company.
13. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any supervisor or member of management, the use of abusive or threatening language toward any supervisor or member of management, or refusal to fully disclose information in the course of the Company's investigations.
14. Being disrespectful or using profane or abusive language at any time during working hours or while on premises owned or occupied by the Company or the host facility, whether in the presence or employees or customers or while alone.
15. Failing to personally notify the appropriate supervisor when unable to report to work.
16. Unreported absence of three consecutive scheduled workdays and/or failing to respond to inquiries regarding unreported absences within three calendar days.
17. Failing to obtain permission from your immediate supervisor to leave work for any reason during normal working hours.

18. Failing to observe working schedules, including lunch periods.
19. Sleeping or malingering on the job.
20. Making or accepting personal telephone calls during working hours for improper purposes.
21. Working overtime without authorization or refusing to work assigned overtime.
22. Violating any safety, health, or security policy, rule, or procedure of the Company.
23. Committing a fraudulent act, dishonest act, breach of trust, or violating the duty of loyalty to the Company in any circumstances.
24. Failing to maintain confidential or proprietary information or trade secrets of the Company or its customers or vendors or engaging in direct competition with the Company.

Although employment may be terminated at will by either the Employee or the Company at any time, without following any formal system of discipline or warning, the Company may exercise its discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. While one or more of these forms of discipline may be taken in connection with a particular Employee, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the Company's policy of employment at will. Either you or the Company may terminate the employment relationship at any time for any reason, with or without cause.

F. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, the Company does not seek to interfere with Employees' off-duty activities. However, the Company will not tolerate off-duty conduct that impacts negatively on the Company, either in terms of an Employee's individual work performance or the business interests of the Company, including its reputation. Also, the Company prohibits outside employment (including self-employment) that conflicts with employment at the Company, impacts the Employee's work performance or schedule, and/or affects the business interests of the Company.

G. DRUG & ALCOHOL ABUSE

1. Statement of Policy and Coverage

The Company is committed to providing a safe, productive and healthy work environment for its employees. Individuals who abuse drugs and/or alcohol are less productive, less dependable, and are a threat to the safety, security and welfare of the Company, its employees, customers, vendors, or those who do business with the Company, as well as the general public. The establishment of a Drug-Free Workplace Policy is consistent with the Company's desire to maintain a safe work environment.

You are prohibited from using, possessing, purchasing, distributing, dispensing, manufacturing, or being under the influence of any narcotic, controlled substance, alcohol, or drug without medical authorization during working time or while on the Company's property. The only exception is for Company approved or sponsored functions or business-related meetings which have the Company's approval to serve alcohol. At such functions or meetings, moderate consumption of alcohol is permitted, but reasonable standards of conduct must be maintained.

This policy covers all employees of the Company. If you are subcontracted to a vendor of the Company, you may be required to be tested under the vendor's drug and/or alcohol testing policy, provided that the testing is in accordance with the policy and the policy complies with applicable law. Applicants, however, are not entitled to participate in any Employee Assistance or Rehabilitation Program, which may be offered by the Company to its employees.

You are required to participate in, consent to, and comply with the terms of the policy as a condition of employment and continued employment. If you have questions regarding the policy, you should contact the RBD Human Resources Department.

2. Consumption of Alcohol

There may be occasions when it is permissible for you to consume reasonable amounts of alcohol during working time or while on the Company's property. Examples of occasions that might qualify for exemption include the Company social or business functions, consumption after standard business hours at professional events or association meetings, while traveling on business, or while entertaining potential or existing vendors. While consumption of alcohol may be authorized, you will be held to the policy standards which prohibits the presence of alcohol in your system which equals or exceeds a blood alcohol content (BAC) of .04.

Notwithstanding the foregoing exceptions, you are prohibited from driving a vehicle if a member of management at the Company has reasonable cause to believe that you have consumed alcohol (as allowed under this section of the policy) and as a result of such consumption, are under the influence of alcohol. If you are a member of management at the Company, you are expected to ensure that the involved employee or employees do not drive, but instead adhere to management's recommendation for alternative transportation.

3. Methods of testing

The Company reserves the right, within the limits of federal and state laws, to test you for the presence of drugs and/or alcohol. Under the conditions of this policy, you may be asked to submit to a medical examination including urine, saliva, breath, and/or blood testing for drugs and/or alcohol.

4. Reasonable Cause

You will be asked to submit to a drug and/or alcohol test if reasonable cause indicates that you may be under the influence of drugs and/or alcohol. "Reasonable cause" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. The Company does not discriminate and will require testing whenever "reasonable cause" exists.

If you are involved in (cause or contribute to) an accident which occurs during working time or on the Company's property, you will be subjected to a drug and/or alcohol test. You are expected to make yourself available for post-accident testing. If circumstances require you to leave the scene of an accident, you must make a good faith attempt to be tested and to notify the Company of your location so that testing arrangements can be made. Your failure to report any work-related accident is a violation of Company policy and will be grounds for disciplinary action, up to and including termination of employment. Under certain state laws, if you have a confirmed positive test result, you may be ineligible for workers' compensation benefits.

5. Follow up

If you have been removed from your job due to a verified positive drug and/or alcohol test result and you return to work following treatment, you will be subject to unannounced testing to determine whether you are under the influence of drugs and/or alcohol during your working time. The frequency of unannounced drug and/or alcohol testing will be done in accordance with the recommendations of the rehabilitation counselor or Employee Assistance Program (EAP). The Company will continue the testing for a period of twelve (12) months following your return-to-work date based on guidance from the counselor or EAP.

The Company will attempt to reasonably accommodate Employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence by contacting the RBD Human Resources Department. The Company's support for treatment and rehabilitation does not obligate the Company to employ any person who violates the Company's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. Neither is the Company obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who have had an opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not necessarily be given a second opportunity to seek treatment or rehabilitation. In addition, failure to enter, remain or successfully complete a prescribed treatment program may result in termination of employment.

All records and information regarding drug and alcohol test results, and/or treatment programs will be kept confidential in accordance with all local, state, and federal laws.

NOTE: On occasion, managerial, executive, and sales staff may entertain vendors during work hours or after work hours as representatives of the Company. These occasions may include lunches, dinners, and business conferences. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. In addition, alcohol may be occasionally served at social events sponsored by the Company. Alcohol may be served at these events only with the approval of the President. Only the moderate and limited use of alcohol is acceptable. Employees are expected to remain responsible, professional, and sober at all times.

H. PUNCTUALITY & ATTENDANCE

The Company expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow Employees and the Company. If you cannot avoid being late to work or are unable to work as scheduled, you must call your Supervisor as far in advance of the time assigned for reporting to work as possible.

Every time you are absent, late, or leave early, you must provide your Supervisor with an honest reason or explanation. You must also inform your Supervisor of the expected duration of any absence. The Company will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable the Company to make a determination. You must notify your Supervisor of any change in your status as soon as possible.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Other continuing patterns of absences, early departures, or tardiness, regardless of the exact number of days, may also warrant disciplinary action. Unreported absence of three consecutive scheduled workdays and/or failing to respond to inquiries regarding unreported absences within three calendar days will result in disciplinary action, up to and including termination.

If you fail to report for work for 3 consecutive business days without any notification to your supervisor, you will be considered to have voluntarily abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not negatively impact to the Company's operations. However, regular attendance and promptness are considered part of each Employee's essential job functions.

I. INVESTIGATIONS OF CURRENT EMPLOYEES

The Company may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the Company's lawful efforts to obtain relevant information and may be disciplined, up to and including termination, for failure to do so.

J. PERFORMANCE EVALUATIONS

The Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Company.

K. IMPROVING EMPLOYEE JOB PERFORMANCE

The Company believes in the principle that Employees should be given the opportunity to demonstrate their abilities and continually improve their job performance. Where performance problems exist, Employees should be told about these deficiencies and, in many instances, given an opportunity to improve. When the Company determines that an Employee is a candidate for improvement, the Company will attempt to help the Employee meet the Company's expectations. However, any effort to work with Employees to overcome performance problems should not be deemed as changing the Company's policy of at-will employment.

Progressive Discipline

If performance or conduct is unsatisfactory, disciplinary action may call for any four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

The Company reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

L. UNPAID SUSPENSION AS A DISCIPLINARY MEASURE

The Company expects the highest standards of professional conduct at all times.

In accordance with the Company's policies on harassment, drug or alcohol use, and other work conduct rules, the Company reserves the right to discipline or discharge any employee for violations of rules pertaining to behavior within the workplace.

An employee will be subject to an unpaid disciplinary suspension for infractions of workplace conduct rules. Suspensions without pay apply to everyone. For exempt employees, suspensions without pay will be in one or more full-day increments. For non-exempt employees, suspensions may be any period of time within the Company's discretion.

M. CUSTOMER RELATIONS

The Company's success depends on satisfying our valued customers. Employees of the Company are expected to treat customers courteously and with the utmost respect at all times. You must attend to our customers' questions and demands promptly and professionally. If you need assistance, please contact your Supervisor or another employee who you know will be able to assist you and/or the customer.

N. CONFIDENTIALITY

Information about the Company, its Employees, customers, suppliers, and vendors is to be kept confidential and divulged only to individuals within the Company who both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your Supervisor or the RBD Human Resources Department.

All records and files maintained by the Company are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express permission of the Supervisor. Confidential information includes, but is in no way limited to, financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Company's operations, procedures, or practices. Confidential information on customers or vendors must be secured and out of public view at all times. Confidential information on employees must be removed from each RBD work site and sent to the corporate office for secure storage. Confidential information may not be removed from the Company's corporate premises without express authorization.

Confidential information obtained during or through employment with the Company may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of the Company's confidentiality policies.

O. BUSINESS ATTIRE

All Employees are required to be appropriately dressed for business at all times. The Company offers guidelines to ensure we are dressing appropriately and professionally. If your position is at one of the store locations, your Manager will inform you of proper attire, uniforms, etc.

Attire for home office employees is "business casual". Employees' dress should be conservative, in good taste, and promote a business-like attitude and image. Business casual at the Company means:

No jeans, flip flops, tennis shoes, sweatshirts, graphic t-shirts, tank tops, spaghetti strap, skirts above the knee, or sheer clothing. Exceptions may be granted by the President.

Mustaches and beards must be clean, well trimmed, and neat. Hairstyles are expected to be in good taste. Unnaturally colored hair and extreme hairstyles, such as spiked hair, painted streaks of significantly different color, and shaved heads, do not present an appropriate professional appearance.

Excessive makeup is not permitted. Offensive body odor and poor personal hygiene is not professionally acceptable. Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.

Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during business hours. Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.

Visible excessive tattoos and similar body art must be covered during business hours.

If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire. The employees' supervisor will determine the amount of time an employee has to correct the problems; this time will not be paid time off. The Company reserves the right to insist that all employees dress more professionally for business or special occasions.

P. NON-FRATERNIZATION

The Company recognizes that Employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, Supervisors are not permitted to date or engage in sexual relationships with subordinate Employees. Violation of this policy may result in discipline, up to and including termination. Furthermore, coworkers are discouraged from dating or pursuing romantic or sexual relationships with each other. (See Interoffice Relationships, page 6.)

Q. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the Company and its operations must be referred to the President. Only the President is authorized to make or approve public statements pertaining to the Company or its operations. No Employees, unless specifically designated by the President, are authorized to make those statements. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President before publication.

VI. COMPANY FACILITIES

A. POLICIES AGAINST WORKPLACE VIOLENCE

1. Statement of Policy

The costs of workplace violence can be great, both in human and financial terms. Therefore, the Company has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the Company or that occur on the Company's property or in the conduct of the Company's business off the Company's property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the Company's operations, including, but not limited to, Company personnel, contract workers, temporary employees, and anyone else on Company property or conducting Company business off Company property. Violations of this policy, by any individual, may lead to disciplinary and/or legal action as appropriate.

This policy is intended to ensure the Company is in compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more the Company's Employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve Employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact or physical harm directed toward another individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Company property or another Employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include

references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

3. Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation of the incident. An employee who is removed from the premises to engage in a threat or violent action will not be compensated for work time missed. If the Company deems it necessary to remove an employee for his /her own safety, the employee will be compensated. The determination is at the sole discretion of the Company.

When threats are made or acts of violence are committed by an Employee, a judgment will be made by the Company as to what actions are appropriate with respect to that Employee, including potential medical evaluation and/or disciplinary action up to and including discharge.

Important Note: The Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy alters the at-will nature of employment at the Company.

B. EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

Unless otherwise required by state or local law, when operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off.

Employees in essential operations may be asked to work or be available for work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

Managers will be informed of emergency closings by the company President or designated Company officer. They in turn will call each of their employees to inform them of the closing.

Employees should provide the Human Resources Department with changes of personal telephone numbers as soon as they occur, so the telephone list will be current should a disaster occur.

C. OPERATION OF VEHICLES

Employees driving on Company business--whether in a Company-owned vehicle, a leased vehicle, a rented vehicle, an Employee's own vehicle, or any other vehicle--are not permitted to engage in unauthorized activity or travel. The use of a Company-owned or leased vehicles and rental of vehicles for Company business are limited to authorized Employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All Employees authorized to drive a Company-owned vehicle, to lease a vehicle, or to rent vehicles for use in conducting Company business, must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, the Company or its insurance carrier may request reports from the Department of Motor Vehicles regarding the license status and driving record of Employees whose job responsibilities include driving.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits.

Certain Employees may drive their own personal vehicles while conducting Company business. These Employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on Company business. The Company will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe these policies while driving on Company business, even if operating their own vehicles or other vehicles not owned, leased, or rented by the Company.

D. USE OF EQUIPMENT

All Company property--including desks, storage areas, lockers, work areas, file cabinets, credenzas, computer systems, office telephones, laptops, cell phones, blackberries, modems, facsimile machines, duplicating machines, printers, and the like--must be used properly and maintained in good working order. Employees who lose, steal, or misuse Company property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including termination. Employees who damage the equipment by misusing it outside the intended use may be held liable.

The Company reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of the Company has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the Employee.

In addition, in order to ensure the safety and security of Employees and customers, and to protect the Company's legitimate business interests, the Company reserves the right to question and inspect or search any Employee or other individual entering or leaving the Company premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, and shopping bags. These items are subject to inspection and search at any time, with or without prior notice. The Company also may require Employees while on the job or on Company's premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages, turning out his or her pockets, or other similar procedures, in the presence of a representative of the Company, typically a management Employee of the same gender. The Company will not tolerate any Employee's refusal to cooperate in these procedures or to complete a search required by the Company.

Within reason and within reasonable and appropriate parameters and limitations, employees are permitted to use the Company's equipment for non-work purposes. Accordingly, Employees have no right of privacy as to any information or file maintained in or on Company property or transmitted using Company property. For purposes of inspecting, investigating, or searching Employees' files or documents, the Company may override any applicable passwords, codes, or locks in accordance with the best interests of the Company, its Employees, its customers or its visitors. All bills and other

documentation related to the use of the Company equipment or property are the property of the Company and may be reviewed and used for purposes that the Company considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of the Company, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

E. USE OF TECHNOLOGY AND THE INTERNET

The Company's technical resources--including desktop and portable computer systems, blackberries, fax machines, Internet access, voice mail, and electronic mail (e-mail)--enable Employees to quickly and efficiently access and exchange information throughout the Company and around the world. When used properly, these resources greatly enhance Employee productivity and knowledge. Because these technologies are rapidly changing, it is important to explain how they fit within the Company and within your responsibilities as an employee.

This policy applies to all technical resources that are owned or leased by the Company, that are used on or accessed from Company premises, or that are used on Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions, or other technical services, such as Internet access, voice mail, and e-mail, whether or not the activities are conducted from Company premises.

NOTE: As you use the Company's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an Employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it may still be recoverable and may even remain on the system.

1. Acceptable Uses

The Company's technical resources are provided for the benefit of the Company and its customers, vendors, and suppliers. These resources are provided for use in Company business and are to be reviewed, monitored, and used only in that pursuit.

Within reason and within reasonable and appropriate parameters and limitations, employees are permitted to use the Company's technical resources for non-work purposes. Accordingly, employees have no right of privacy as to any information or file maintained in or on the Company's property or transmitted or stored through the Company's computer, voice mail, e-mail, or telephone systems.

2. Unacceptable Uses

The Company's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using Company resources.

Solicitation for any non-Company business or activities using Company resources is strictly prohibited. Your use of the Company's technical resources must not interfere with your productivity, the productivity of any other Employee, or the operation of the Company's technical resources. Employees may not play games on the Company's computers and other technical resources.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technical resources using another employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the Company, or improper use of information obtained by unauthorized means, is prohibited.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any Employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, sexual orientation, possession of the sickle cell trait, religious creed, handicap, HIV-positive status, as well as any other category protected by federal, state, or local laws. Any use of the Internet to harass or discriminate is unlawful and strictly prohibited by the Company. Violators will be subject to discipline, up to and including discharge.

The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

3. Access to Information

The Company asks you to keep in mind that, when you are using the Company's computers, you are creating Company documents using a Company asset. The Company respects the individual privacy of its employees; however, that privacy does not extend to an employee's work-related conduct or to the use of Company-provided technical resources or supplies. The Company uses an internet monitoring software that monitors 24 hours, 7 days per week all sites visited by all users.

The Company's computer, voice mail, e-mail, or telephone systems, and the data stored on them are and remain at all times the property of the Company. As a result, computer data, voice mail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the Company's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information, including e-mail messages and files, that are created, sent, or retrieved over the Company's technical resources is the property of the Company, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the Company's computer, voice mail, e-mail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the Company. Employees should also be aware that, even when a file or message is erased or a visit to an Internet or Web site is closed; it is still possible to recreate the message or locate the Web site. The Company reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

4. Copyrighted Materials

You should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your supervisor or to the President.

5. Confidential Information

E-mail and Internet/Web access are not entirely secure. Others outside the Company may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs can identify the Company, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask your Supervisor or the IT Department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All employees should safeguard the Company's confidential information, as well as that of customers and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area while others are in close proximity to you to see or overhear the message.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.**

6. Security of Information

Although you may have passwords to access computer, voice mail, and e-mail systems, these technical resources belong to the Company, are to be accessible at all times by the Company, and are subject to inspections by the Company with or without notice. The Company may override any applicable passwords or codes to inspect, investigate, or search an Employee's files and messages. All passwords must be made available to the IT Department upon request. *You should not provide a password to other Employees or to anyone outside the Company and should never access any technical resources using another Employee's password.*

In order to facilitate the Company's access to information on its technical resources, you may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on Company systems without the express prior written permission from the IT Department and your Supervisor. As part of this approval, the IT Department will indicate a procedure for you to deposit any password, encryption key or code, or software with the IT Department so that the encrypted or encoded information can be accessed in your absence.

7. Software Policy

Employees are prohibited from installing any software on any Company technical resource without the express prior written permission from the IT Department. Installing unauthorized unlicensed software may result in termination, possible fines, or reimbursement of the cost of remedy.

Involving the IT Department ensures that the Company can manage the lawful use of software on Company systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes the Company and the individual Employee to substantial fines and exposes the individual Employee to imprisonment. Therefore, Employees may not load personal software onto the Company's computer system and may not copy software from the Company for personal use.

8. Your Responsibilities

Each Employee is responsible for the content of all text, audio, or images that he or she places or sends over the Company's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter. Any questions regarding permissions should be directed to your Supervisor.

Violations of any guidelines in this policy may result in disciplinary action, up to and including termination. In addition, the Company may advise appropriate legal officials of any illegal violations.

F. PARKING

Employees are expected to observe the parking rules established by each location. In addition, the parking lot is considered part of the Company premises; therefore, all Company policies and rules apply to employees and their vehicles while on the lot.

Employees who use the Company parking lot do so at their own risk. Employees are encouraged to lock their cars at all times when left in the parking facilities. The Company assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on the parking lot.

G. MOBILE PHONE USAGE

If you are provided a mobile phone by the Company, it is provided to you as a business tool only. Mobile phones are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Mobile phone use is intended for business-related calls only, and personal calls should be limited. Mobile phone invoices may be regularly monitored.

Phone use while driving: this policy applies to: (1) the operation of company-provided vehicles at any time; and (2) the operation of private vehicles while an employee is on work time or conducting business for the Company.

The use of a mobile phone while driving may present a hazard to the driver, other employees and the general public. Employees must adhere to all federal, state or local rules and regulations regarding the use of mobile phones while driving. Accordingly, employees must not use mobile phones while driving if such conduct is prohibited by law, regulation or other ordinance. If you are not sure whether the use of a mobile phone while driving is prohibited in a particular area, please check with your supervisor and/or the Human Resources Department.

Employees should not use a mobile phone, pager, or other portable communication device for business purposes while driving or engaging in any other activity which requires your full attention. If you are in a vehicle with other employees and you receive an incoming page or call, it must be handled by an employee who is not driving or engaged in another activity which requires full attention. If the caller must

speak with the driver personally, the driver should locate a lawfully designated area to park and take the call.

Only in emergency situations can employees use hands-free mobile phones to make business calls. These calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue the call.

As representatives of the Company, mobile phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a mobile phone.

Violation of this policy may subject an employee to disciplinary action up to and including immediate termination.

H. COMPANY ACCOUNTS

It is against Company policy for any employee to open a Company account without the knowledge and prior authorization of the President. Please see your immediate supervisor or the Chief Financial Officer if your job requires that you open a new Company account in order to conduct Company business.

Under no circumstances should a Company account be opened for the purpose of conducting personal business.

I. EMPLOYEE PROPERTY

Employees should not bring valuables to work. Purses or wallets should be kept in a secure location and out of sight. The Company assumes no responsibility for the loss, theft, or damage of Employees' personal property.

The Company employees are expected to respect each other's property, including vehicles in the parking lot, and are not to engage in horseplay, vandalism, sporting activities, or other potentially damaging horseplay in the parking lot. Should an employee witness any vandalism or experience any damage to their property in the parking lot, he is to report it immediately to the Human Resources Department and/or the police or proper authority so that an appropriate report may be filed if appropriate to protect rights to potential insurance claims.

J. VISITORS

Generally, friends and relatives should be asked not to visit Employees during working hours, and any visit must be arranged to minimize disruption of work. In the RBD office, all visitors should be met in the lobby area by the employee, and unattended children are not allowed in the facility or on the premises at any time. Non-RBD employees are prohibited from being inside any kiosk location and from using RBD equipment or materials.

K. SECURITY

Employees should be alert at all times and should immediately report the presence of any suspicious persons to their Supervisor or to the Human Resources Department.

L. SOLICITATION & DISTRIBUTION OF LITERATURE

All Employees are expected to comply strictly with the following guidelines:

1. No Employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or Employees at whom the activity is directed;
2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and
3. Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on Company property.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for the Company.

M. BULLETIN BOARDS

Bulletin boards or posting areas are reserved for the exclusive use of the Company for posting work-related notices or notices posted pursuant to local, state, and federal law. From time to time, special notices and information for Employees will be posted by the Company on the bulletin boards. Please check the posting areas regularly for these notices. Where the RBD location has a break area, employees are permitted to post approved items on the designated bulletin board located in the break area.

N. TELEPHONES

While at work, Employees are expected to perform their job duties and responsibilities. Personal calls, both incoming and outgoing, must be kept to a minimum and must not interfere with Employees' duties and responsibilities. Long distance calls are allowed only when required to appropriately conduct RBD business. Personal long distance calls using RBD phone lines are strictly prohibited. Abuse of the telephone policy may result in fines or discipline any actions, up to and including termination. The Company will require reimbursement for any long distance calls not previously approved by your supervisor.

Personal Mobile Phones

Your personal mobile phones are to make personal outgoing calls during breaks, meal periods, or at other times (such as emergencies) with the supervisor's permission. During work hours, personal mobile phones should not be worn on the employee's person and should be stored out of sight in the employee's pocket or purse or in a drawer or cabinet at the work location.

Excessive use of Company-paid time to conduct personal business or make personal calls whether by using your personal mobile phones or Company phones constitutes theft of Company time, and will be dealt with accordingly.

Work hours are for work, and any interruptions for personal business should be very brief and kept to a bare minimum.

O. HOUSEKEEPING / EMPLOYEE LOUNGE

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. RBD operated stores, kiosks, and other work locations should reflect the Company's business interests and, as

such, should be kept free of personal items, food, or litter. Counter space and equipment should be kept clear at all times. Displays should be utilized as directed and printed materials should be organized in a visually pleasing manner designed to increase productivity. Also, please pick up after yourself when you use the lobby area, break room, or conference rooms. Common areas will be presentable to both employees and groups.

At some RBD locations, the employee lounge is available for employees to use for authorized breaks and lunch periods. Employees are expected to clean up after themselves so that common areas will be presentable to both employees. If you are called away from your work station or choose to take a break for lunch, log in and then log out again when you are able to take your lunch break.

P. SMOKING POLICY

Smoking is prohibited inside the Company facilities. All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

Should you have a question, complaint or dispute about smoking in the workplace, contact your Supervisor. Smoking on breaks must be restricted to designated smoking areas at the RBD offices or at host locations.

Q. HEALTH & SAFETY

The health and safety of Employees and others on the Company property are of critical concern to the Company. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to the Facilities Manager *immediately*, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of the Facilities Manager *immediately*.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to the Employee's Supervisor and to the Human Resources Department as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, Supervisors will assist Employees in obtaining medical care in accordance with RBD's Risk Management Plan, after which the details of the injury or accident must be reported to Human Resources. A Risk Management instruction folder is located at every RBD location. This manual includes instructions that must be followed when a worksite injury or accident occurs – all employees must familiarize themselves with the proper procedures to follow.

R. POLICY REGARDING VIOLENT CRIME

1. Statement of Policy

The potential for commission of a violent crime in the workplace may threaten the safety of Employees as well as customers. Therefore, due to the Company's concern for the safety of its Employees and customers, it is the Company's policy to provide guidelines to Employees about the signs of developing violence and steps to take to prevent or neutralize violence.

2. Guidelines for Protecting Employee and Customer Safety

Prevention is the threshold measure to protect Employee and customer safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police or the security officer of your host facility.

In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety, as well as the safety of customers and other Employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, Employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, or other identifiable features in hopes of later identification.

Once the incident is over, you should remain where you are--do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

VII. BENEFITS

A. HOLIDAYS

1. RBD Retail Locations

RBD retail locations will adhere to the holiday schedule of the host facility. Employees at retail locations will be scheduled so that host location holidays will coincide with employees' days off for that work week.

2. RBD Corporate Offices

All regular, fulltime employees of RBD Corporate Offices will observe the following paid holidays:

New Year's Day	January 1
Memorial Day (observed)	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

On dates where RBD offices observe a holiday but where RBD retail locations are open for business each support department must appoint a designated person to be available by phone to RBD locations who have an emergency need for services.

Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an Employee's overtime hours of work or overtime premiums. Management will use its discretion whether to pay overtime during a workweek when there is a holiday, even though holidays are not counted for the purpose of calculating an Employee's overtime hours.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. If a recognized holiday falls during an eligible employee's paid absence (such as personal days), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive one (1) floating holiday. If you qualify for the floating holiday, you must request the time off in advance with approval from your supervisor.

B. PAID TIME OFF (PTO)

Paid Time Off (PTO) is an all purpose time-off policy for all regularly scheduled fulltime employees to use as vacation/personal time and/or illness/injury leave related to an off-the-job incident. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy.

Once employees enter an eligible employment classification, they begin to accumulate PTO on a monthly basis according to the schedule below. However, before PTO can be used, a waiting period of three (3)

months must be completed. After that time, employees can request use of accumulated PTO including that amount accumulated during the waiting period.

The total amount of PTO employees accumulate each calendar year increases with the length of their employment as shown in the following schedule:

Employment	Accumulation Rate*/month	PTO Days Yearly
Day 61 through end of Year 1	4.67 hours/month	7
Beginning Year 2 through end	8.00 hours/month	12
Beginning Year 3 through end	8.67 hours/month	13
Beginning Year 4 through end	9.33 hours/month	14
Beginning Year 5 +	11.33 hours/month	17

* Rounded

The rules governing PTO are:

Upon hire, an employee must complete 3 months of continuous employment prior to using accumulated PTO.

PTO can be used in minimum increment of half days.

Planned PTO must be scheduled with the supervisor prior to the first day of paid time off. (Failure to pre-schedule may result in not being paid for the time taken.) A Personal Leave Request Form must be completed and signed off by the supervisor. Available time slots to take paid time off are decided upon a yearly basis according to company business needs. Paid time off is scheduled throughout the year according to the following priority:

- 1st Company business needs and staffing requirements
- 2nd Length of anticipation time of employee request
- 3rd Employee seniority within the area and company

Paid time off (PTO) is paid at the employee's base pay rate at the time PTO is taken. It does not include overtime or any special forms of compensation such as incentives, commissions or bonuses.

PTO time will not be paid to personnel who take unscheduled time off when scheduled to work the day before, or after, any of the designated holidays the offices are closed.

Upon separation of employment with the Company, employees are not paid, for unused PTO that has been accumulated through the last day of employment.

Accumulated PTO may be used to supplement military leave, jury duty, witness duty, holidays and bereavement leave.

PTO and sickness:

a) An employee unable to report to work due to sickness is required to notify the supervisor prior to the start of the shift as per the department's regulation. During an illness, employees must keep their

supervisor informed of their progress. For a prolonged illness exceeding two calendar weeks, it may be necessary for the employee to obtain a leave of absence.

b) Notification of availability should be made in advance of the employee's return to work. Employees must present a written "return to work" authorization from a physician if they have been absent for more than three days or as requested by the supervisor. The supervisor may require said written authorization for absence of one day only in certain circumstances.

An employee who wishes to take PTO for more than one (1) weeks at one time must request special senior management permission.

Retail store and field level employees are prohibited from taking advance scheduled PTO for reasons other than illness from November 1st through January 15th in any given year.

Time of service is calculated from the employee's most recent date of employment. This supposes actual service is not interrupted by an event which "stops" the accumulation of PTO, such as an extended leave of absence.

RBD PTO is a "use it or lose it" policy. All employees must take their accumulated time by the end of December. PTO does not carry over from year to year. Since RBD's focus in the retail marketplace, staff availability is critical during busy retail periods such as mid-November through the first week of January. PTO during this period will be granted sparingly and always based on business need.

C. INSURANCE BENEFITS

1. Unemployment Compensation

The Company pays premiums to the state unemployment insurance fund in order to provide unemployment insurance for its employees. This fund is designed to pay for unemployment benefits in cases where the employee is out of work through no fault of his/her own. Benefits are available when employment is terminated or suspended as a result of a layoff due to lack of work and also may be available where employment is terminated due to inability of the employee to perform assigned work despite earnest effort to meet expectations. Benefits may be available if the employee left due to a substantial alteration in pay or working conditions. Claims for unemployment compensation are handled through the offices of the individual state's Employment Service, which make an initial assessment of the claim, and then can hold hearings if there is a question or dispute about whether the employee is eligible for benefits.

2. Social Security

The Company matches each Employee's Social Security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

3. Workers' Compensation

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- a. Report any work-related injury to your Supervisor immediately after it occurs.
- b. Complete a written claim form and return it to the Human Resources Department.

c. Seek medical treatment and follow-up care if required in accordance with RBD risk management guidelines.

State law imposes legal consequences on the abuse of workers' compensation benefits. The Company will report any concerns of false or fraudulent claims to the workers' compensation insurance carrier for investigation. Any person who makes or causes to be made any material statement or representation, known to be false or fraudulent, for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a crime and subject to criminal and civil penalties.

D. POST-TERMINATION CONTINUATION OF MEDICAL INSURANCE

Federal law (COBRA) gives employees and their qualified beneficiaries the opportunity to continue their existing health insurance coverage under the Company's health plan for a period of time after the occurrence of a "qualifying event" which otherwise would result in the loss of coverage. Some common qualifying events are termination of employment (whether by resignation, layoff, discharge or even death); a substantial reduction in an employee's hours; an extended non-FMLA leaves of absence; or legal separation or divorce of the employee and his/her spouse.

When such a qualifying event occurs, the Company will notify the employee about the right to continue health insurance coverage under COBRA, as well as about the time limits and triggering events which are applicable in order to continue coverage. To continue coverage, the employee (or beneficiary) must elect to exercise their COBRA rights and must pay the total premiums required for coverage (including their own share and the Company's share, as well as an administrative fee) within the legally required timeframe.

Upon request, the Company also will provide a written notice to covered family members which describes their separate rights under COBRA (such as the rights of a divorced spouse to continue coverage by payment of applicable premiums). It is very important to keep RBD Human Resources Department advised of changes within the family unit, so that the appropriate notices may be sent in a timely manner.

E. LEAVES OF ABSENCE

1. General Provisions

The Company may grant a leave of absence in certain circumstances. You should notify your Supervisor and/or the Human Resources Department in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your Supervisor or the Human Resources Department during your leave and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the Company. Benefits, such as paid time off and holidays will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the employment status that existed prior to the start of the leave where business need allows. If RBD's business needs require that your position is filled while you are on an approved leave, the Company will make every effort to place you in a position of equal responsibility/pay when you return.

You will be required to use accrued paid time off concurrently with an unpaid leave of absence. Any paid time off or sick leave payments will be coordinated with any state disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible so that at no time will you be paid more than your regular compensation.

The Company may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to the Company's attention during the leave. If any action is held in abeyance during the leave of absence, the Company reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to the Company's expectations and to observe all the Company policies, rules, and procedures.

2. Military Leave (Active and Reserve Service)

If eligible, leave without pay is provided to you when you enter the uniformed services, as defined by federal or state law. For example, the uniformed services include military services with the Armed Forces of the United States or the Armed Forces Reserves. You may be entitled to reemployment rights and retention of full seniority benefits for all prior service upon reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 and Florida law. You need to provide your military service orders to the Human Resources Department for review prior to commencement of the leave.

Temporary Employees may not be eligible for reinstatement following military leave, and reinstatement may not be required for other Employees in some circumstances. Contact the Human Resources Department for information pertinent to your situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

3. Family and Medical Leave Act Policy

Effective August 1st, 2008, eligible employees may take up to 12 work weeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a 12-month period for specified family and medical reasons.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company and;
2. Have worked at least 1,250 regularly scheduled hours for the Company over the preceding 12 months; and

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly-born child or placement of a child with the employee for adoption or foster care;

2. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition; or

3. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

Duration of Leave

Eligible employees may receive up to 12 work weeks of unpaid leave during any "rolling" 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

You may take FMLA leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary for your own or immediate family member's serious health condition. Intermittent leave is not permitted for birth of a child, to care for a newly-born child or for placement of a child for adoption or foster care. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Company's operations.

Benefits During Leave

Depending on the purpose of your leave request, the Company will require you to use accrued paid leave, if available, concurrently with some or all of the FMLA leave. In addition, you will not be eligible to accrue seniority or benefits, including PTO and holidays, during any period of an FMLA leave. Employees are not to accept other employment while they are on approved FMLA.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage under the plan during your FMLA leave on the same plans as if you had continued to work. You must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for an employee and family.

Job Restoration

Upon returning from FMLA leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Notice and Medical Certification

When seeking FMLA leave, you must provide:

1. Thirty (30) days' advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practical in the case of unforeseeable leave.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of the Company's request to provide the certification. If you fail to do so, we may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be

unauthorized, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic recertification's may also be required;

3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition.

Failure to comply with these requirements may result in delay or denial of leave.

Failure to return after FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement may be subject to termination of employment.

Limited Nature of This Policy

This policy is intended to provide only those leave benefits and protection required by FMLA. Specific state laws which are more generous may provide additional benefits. Contact the Human Resources Department representative for specific information.

F. OTHER TIME OFF

1. Jury Leave

Employees are encouraged to serve on jury duty and fulfill their civic obligations. Employees who are scheduled for jury duty must provide documentation of the jury duty summons to their supervisor immediately.

Unless otherwise required by state or local law, Nonexempt Employees will receive full base wages while serving up to three days of jury duty. Exempt Employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. In addition, exempt Employees will receive full pay while serving up to five days of absence due to jury duty. Any additional time off for this purpose will be without pay. Any payments for jury duty, such as mileage allowances, per diems, or other fees, may be credited against any payments made by the Company.

You will be required to provide verification from the court clerk or court bailiff confirming your service as a juror and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury duty. No payment for jury leave will be made until the validation paperwork is received in the Human Resources Department.

2. Time off to Vote

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees' schedules will allow time for voting either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the Company may grant up to 2 hours of unpaid time off to vote.

Employees should request voting time off from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule and allows your department/location coverage during business hours.

3. Bereavement Leave

All employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

For eligible regular full-time employees, up to 3 days bereavement leave may be granted for in-state services or up to 5 days for out of state services each calendar year. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

The Company defines "immediate family" as the employee's spouse, parent, child, sibling; in-laws, step parents, step children, grandparents, or grandchildren. Normally, bereavement leave for the death of aunts, uncles, or cousins will not be granted.

G. EMPLOYEE ASSISTANCE PROGRAM

Recognizing that difficulties in your personal life may adversely affect your well-being and job performance, the Company maintains a voluntary and confidential Employee Assistance Program ("EAP") to assist you and eligible family members in resolving a variety of issues. These issues may include drug and alcohol dependence, family or marital discord, emotional problems, and legal or financial difficulties.

You may contact the Company's EAP counselor by calling 800-466-8282 to obtain additional information and schedule appointments. Generally, Employees should schedule appointments during non-working hours, including meal periods and before or after completion of their work schedule. All discussions, meetings, and records of Employees' EAP counseling will be kept confidential to the extent allowed by law.

VIII. TERMINATION

A. VOLUNTARY TERMINATIONS/RESIGNATION

If you decide to leave your employment with the Company, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. You are required to return all property owned by the Company (e.g., vehicles, computers, security cards, keys, uniforms, identification badges, and credit cards) prior to your departure.

Where it is in the best interest of the Company, you may be released before the end of your notice period.

B. INVOLUNTARY TERMINATIONS

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Company to your supervisor or to the Human Resources Department prior to your departure.

C. REDUCTIONS IN FORCE

While the Company hopes to continue growing and providing employment opportunities, business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed at a particular location. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs or furloughs at some point in the future.

In the event that the Company determines to lay off or furlough any Employee or a number of Employees, the Company retains full discretion to select which Employee(s) will be laid off. While the Company retains full discretion, some of the relevant factors might include the Company's operational requirements and the skill, productivity, ability, past performance, and length of service of those involved.

IX. SUMMARY

Your position with Retail Business Development involves a level of commitment, maturity, and responsibility which makes a comprehensive listing of generally accepted and understood workplace rules or standards of conduct unnecessary. We expect that you will act in a professional and businesslike manner at all times. Anytime you are working scheduled hours, as well as anytime you are within proximity of an RBD location, we expect your conduct to reflect this businesslike and professional manner.

We can sum up these policies by saying that, as an employee of Retail Business Development, you can always expect to be treated with fairness and consideration. For your part, we expect you to treat your fellow employees and management with the same fairness and consideration. We have developed policies that are reasonable and at the same time consistent with the efficient operation of our business. Your cooperation will help us in continuing to make RBD a desirable place to work.

If you have any questions concerning anything in this Handbook or if you are not sure why a policy exists or what exactly is meant by any statement of policy, please feel free to discuss the matter with your supervisor or contact our Human Resources Department.