

Brainz Home Care Service

Section 1

Introduction

1.1 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies, procedures and benefits of Brainz LLC (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies and procedures is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2 Changes in Policy

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by Brainz LLC and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

1.3 Employment-At-Will

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to terminate the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the administrator or the Human Resource Manager has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Administrator or the Human Resources has the authority to make any such agreement, which is only binding if it is in writing and signed by the Administrator.

Section 2

Employment Policy

2.1: Equal Employment Opportunity & American with Disabilities Act.

It is the policy of Brainz LLC to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, and medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

In compliance with the Americans with Disabilities Act (ADA), Brainz LLC provides accommodation to the disabled to the full extent required by law. Brainz LLC may require medical certification of both the disability and the need for accommodation. Keep in mind that Brainz LLC can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Brainz LLC will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

2.2: Employment of Minors- Brainz LLC strictly adheres to the FLSA in regards to the employment of minors. The FLSA's child labor provisions are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety.

2.3: Immigration Law Compliance.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with Brainz LLC within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal. Brainz LLC is committed to employing only United States citizens, permanent residents and others that are authorized to work in the United States.

2.4: MHCP individual PCA provider enrollment policy

Employees are not also allowed to work if their names appear on the office of the inspector general (OIG) and Minnesota State exclusion list. To be a PCA in the State of Minnesota, you must enroll with the MHCP as an individual PCA provider. The individual applying to become an individual PCA provider must undergo the PCA training and pass a background check. Brainz LLC will process the individual PCA provider enrollment paperwork through the DHS and be assigned UMPI #. PCAs are allowed to work while the UMPI # is being processed provided there is a cleared background check. PCAs must notify Brainz LLC when their personal information has changed and complete the required individual PCA information change form (DHS- 5716).

2.5: Background Checks

Minnesota State law requires that all employees that have direct contact with clients in their homes or the community must pass a criminal background study. This background study will be processed by Brainz LLC through the Minnesota Department of Human Services prior to the start of employment. Current employees may also be subject to periodic background checks during their employment as required or permitted by law and with the approval of the Human Resources.

2.6: Individual PCA Relationship Disclosure

All PCAs must complete DHS form "individual PCA Relationship Acknowledgement" which asks if the individual will be working for a relative (parent, grandparents, siblings, adult child). In-laws, step children, step siblings and non-related legal guardians are not considered relatives according to DHS policy. PCA relation to the client must be indicated on the timesheet.

2.7: New Hire Documents

On or before your first day of work, you should expect to complete and sign an employment agreement and supply information for a W4, and an I-9. The employment agreement will be used to document your

personal information and to create a name badge for you. This form outlines the employment that you have with Brainz Home Care agency. The employment agreement includes your rate of pay and the number of hours that you agree to be scheduled and work.

W4 information is required by State and Federal law and is used to indicate your tax status and number of tax exemptions.

I-9 information is required by federal law to provide proof of your identity and eligibility to work in the United States.

2.8: Employment Status

Your employee classification is determined by the planned scheduled hours on your employment agreement which is signed by you and the Human Resource manager upon hire or change of status. Failure to work your scheduled hours may result in change of status, eligibility for certain employee benefits or termination of employment.

Exempt Employees: Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Minnesota state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs that are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees -Employees whose positions do not meet specific tests established by the FLSA and Minnesota state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

Regular Employee -Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.

Full-Time -Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 30 hours per work week.

Part-Time -Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

Temporary Employees -Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project.

Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will

regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

Independent Contractor or Consultant -These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractor or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

2.9: Introductory Period.

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

2.10: Personnel Records and Employee References.

Brainz LLC maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of Brainz LLC and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file. By policy, Brainz LLC will provide only the former or present employee's dates of employment and

position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written

2.11: Confidentiality.

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

2.12: Privacy.

Brainz LLC is respectful of employee privacy. All employees' demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, Brainz LLC will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

2.13: Religious Accommodation.

Brainz LLC will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

2.14: Political Neutrality.

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. Brainz LLC will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. Brainz LLC will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Brainz LLC, and that you are not representing the Brainz LLC

3: Hours of Work and Payroll Practices

3.1 Pay Periods and Paydays.

Employees are paid on a bi-monthly basis. All employees will be paid every other Friday. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

3.2 Working Hours and Overtime.

PCAs may work up to 48 hours per week. Any hours worked over 48 hours is considered overtime by law. PCAs cannot work more than 275 hours per month. Nonexempt employees will be paid in accordance with Federal and Minnesota state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay. Overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

3.3 Rest and Meal Periods.

All rest and meal periods will be in accordance with Minnesota state law. To the extent Minnesota state law does not require rest and meal breaks, non-exempt employees will be provided a 10 minute rest break for every four hour period of work. This time is counted and paid as time worked. If you are an hourly employee and work 6.5 or more hours on a given shift, you may take a non-paid half hour meal break. This break time must be properly documented on the time cards. `

3.4 Time Cards.

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. The documentations should include arrival and departure times, AM or PM, Name of recipient and signature of recipient and/or responsible party. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

3.5 Payroll Deductions.

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to HR. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

3.6 Wage Garnishment.

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

3.7 Direct Deposit.

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

Section 4: Standards of Conduct and Employee Performance

4.1: Anti-Harassment and Discrimination.

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, and medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by the Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Brainz LLC will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- A- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;

- B- submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- C- It creates a hostile or offensive work environment.

Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to the Administrator or the Human Resource Manager.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, Brainz Home Care Agency will conduct an investigation and, if improper conduct is found, take appropriate corrective action. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

4.2 Attendance.

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

4.3 Discipline and Standards of Conduct.

As an at-will employer, Brainz Home Care agency may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any

particular sequence. Moreover, at any time the Company determines it is appropriate; an employee may be discharged immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Brainz Home Care Agency property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- A- Dishonesty;
- B- Falsification of Company records;
- C- Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- D- Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- E- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property; damage property;
- F- Insubordination, failure to perform assigned duties or failure to comply with the Brainz's health, safety or other rules;
- G- Unauthorized or careless use of the Brainz's materials, equipment or property;
- H- Unauthorized and/or excessive absenteeism or tardiness;
- I- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- J- Sexual or other illegal harassment or discrimination;
- K- Unauthorized use or disclosure of the Company's confidential information;
- L- Violation of any Company policy.

4.4: Appearance and Uniforms

Personal appearance is important in representing Brainz Home Care Agency to our customers and co-workers. In our working environment, modesty is the norm. Clothing should be appropriate for your job. Your choice of dress and appearance needs to be respectful of the values and expectations of those we serve and with whom we work. Clothing must be neat and clean without any drug/alcohol/tobacco advertising or offensive words or images. Unacceptable clothing include but not limited to overalls, sweatshirts/pants, jogging suits, tank tops, leggings, any clothing with spaghetti straps, any clothing that reveal bare backs, midriffs or any revealing or provocative clothing is unacceptable. Unacceptable footwear include but not limited to foot thongs, flip flops or any footwear that could pose a safety hazard for your position. All caregivers are expected to carry a badge with their names and company logo at all times while at work in the office or in the client's home.

4.5 Safety.

Brainz Home Care Agency is committed to providing a safe workplace. Accordingly, Brainz emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

4.6 Substance and Abuse.

Brainz Home Care Agency is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Brainz's premises or while using the Brainz's vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination of employment.

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

4.7 Internet, Email and Computer Use Policy.

Brainz LLC uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of Brainz and are to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Brainz premises; (2) accessed using the Brainz's computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Brainz.

The following list is not exhaustive and the Brainz may implement additional rules from time to time.

- A- Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Brainz policy, or not in the best interest of the Brainz. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination. Employees may not install personal software on Company computer systems.
- B- Employees own electronic media may only be used during breaks. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply. The Company reserves the right to adjust this policy on a case by case basis as it deems appropriate.
- C- All electronic information created by any employee on Brainz premises or transmitted to Brainz property using any means of electronic communication is the property of Brainz and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary for any reason.
- D- The Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system
- E- Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- F- Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

- G- Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about Brainz LLC, its products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others.

4.9 Social Media Policy.

Brainz LLC is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors. Brainz and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of Brainz will be the property of Brainz. Employees must not disclose private or confidential information about Brainz, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner. Brainz maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

4.10 Cell Phone Policy.

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed where other

employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed. Brainz may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

Section 5: Employee Benefits and Services

Aside from those benefits required by state and federal regulations, Brainz LLC also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. Brainz reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact the Administrator or the HR manager.

5.1: 401(k) Plan.

Brainz LLC's 401(k) Plan is a convenient payroll deductible method to help supplement employees' retirement benefits and provide a long term vehicle to accumulate savings. For information regarding employee benefits and services, employees should contact the Administrator or HR manager.

5.2: Worker's Compensation.

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Brainz LLC carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

5.3 Social Security Benefits (FICA).

During your employment, you and Brainz both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

5.4: Unemployment Insurance.

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

Section 6: Employee Leaves of Absence and Time Off

While regular attendance is crucial to maintain business operations, Brainz recognizes that, for a variety of reasons, employees may need time off from work. Brainz has available a number of types of leaves of absence. Some are governed by law and others are discretionary.

For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Administrator or the HR manager. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with Brainz.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

6.1 Vacation Days.

Eligible employees are entitled to 5 paid vacation days per year. Vacation days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis. Full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

6.2: Pregnancy-Disability Leave.

Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a

maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

Employees who wish to take a pregnancy disability leave must notify the Administrator or the HR manager of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from the Administrator or the HR manager.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact the Administrator or HR Manager.

6.3: Workers' Compensation Leave.

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

6.4: Voting Time.

Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required. Local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

At-Will Employment Agreement an-Will Employment Agreement and

Acknowledgement of Receipt of Employee Handbook

Employee: -----

I acknowledge that I have been provided with a copy of the Brainz LLC (the "Company") Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between Brainz and me is at-will and can be terminated by Brainz or me at any time, with or without cause or notice. Furthermore, Brainz has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received Brainz Employee Handbook. I have read and agree to abide by the policies and procedures contained in the Handbook.

Signature:

_____ Date: _____

Signature:

_____ Date: _____

Administrator/ HR