

**JMH INC./VIVÁ**  
**TEAM MEMBER HANDBOOK**



## **Welcome to ViVÁ!!**

Starting a new job is exciting, but at times can be overwhelming. This Team Member Handbook has been developed to help you become acquainted with ViVÁ and answer many of your initial questions.

As a team member of ViVÁ, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality food, beverages, and hospitality to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences ViVÁ's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Jeffrey Hettinger



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## **The Way We Work**

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## **ViVÁ Mission Statement**

Our mission is to bring uplifting “Raving Fan” experiences to all of our up-scale casual dining and banquet catering guests on every one of their visits to ViVÁ’s Restaurants and Catering Venues. ViVÁ was founded out of a need and desire to create truly unique and affordable restaurant and catering dining, bar/lounge, and hospitality experiences. Our goal is to make all of our guests’ visits memorable and uplifting experiences that delight them with great food, beverages, and service in warm and friendly ambiances affordably priced for a great value!

## **Our Way of Doing Business**

ViVÁ’s success depends on our people. Our restaurant can only prosper and provide opportunities for employment and growth when we continually improve ourselves, and the work we do. We recognize however, that success is not measured by sales, guest counts, and numbers alone. We are measured as much by the way in which we achieve our goals, as we are by the actual achievements themselves. We believe that a commitment to uncompromising values and integrity should always guide our decisions and actions as we pursue our goals. Following are the core values that form the foundation of our measurements of success:

**We believe in providing legendary service.** Our goal is to provide the kind of unique and genuine sort of personal care and attention that our customers will want to share stories about with their family and friends.

**We believe that good enough isn't.** We never stop trying to do it better, no matter how good we are. We constantly strive to "raise the bar."

**We believe in honesty and trust.** We work to build trust with others in each and every transaction and interaction. We recognize that honesty and trust form the bond that holds organizations and relationships together.

**We believe in the ongoing training and development of our people.** We see it as a worthy investment in the future of our business and as a way of enabling our people to achieve their potential in whatever they do.

**We believe our continued success depends on teamwork.** We know that great achievements are only possible by working as a Team and from helping and respecting each other.

**We believe in doing business in a professional and orderly manner.** We take great pride in maintaining outstanding housekeeping, great systems, clear standardized procedures and in being well organized.

**We believe in being responsible and held accountable to others and to ourselves.** We do what we say we are going to do when we say we are going to do it. We believe in personal accountability and avoid blaming others when things don't turn out as planned.

## **A Word About This Handbook (All Other Employees)**

This Team Member Handbook contains information about the employment policies and practices of ViVÁ.

We expect each team member to read this Team Member Handbook very carefully, as it is a valuable reference for understanding your job and ViVÁ. The policies outlined in this Team Member Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. ViVÁ retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team members and ViVÁ. This Team Member Handbook supersedes and replaces any and all prior ViVÁ Team Member Handbooks and any previously issued inconsistent verbal or written policy statements.

ViVÁ complies with federal and state law and this handbook generally reflects those laws. ViVÁ also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, ViVÁ reserves the right to revise, delete and add to the provisions of this Team Member Handbook at any time without further notice. All such revisions, deletions or additions to the Team Member Handbook must be in writing and must be signed by the President of ViVÁ. No oral statements or representations can change the provisions of this Team Member Handbook.

The provisions of this Team Member Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Team Member Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time will be put into writing and signed by the President of ViVÁ.

Nothing in this Team Member Handbook is intended to unlawfully restrict a team member's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Team Member Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce team members in the exercise of Section 7 rights.

**VIVÁ IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS TEAM MEMBER HANDBOOK, EITHER YOU OR VIVÁ MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS TEAM MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, TEAM MEMBER OR REPRESENTATIVE OF VIVÁ IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY TEAM MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF VIVÁ.**

This Team Member Handbook refers to current benefit plans maintained by ViVÁ. Please refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Team Member Handbook, the written contract is controlling.

## Equal Employment Opportunity

ViVÁ is committed to equal employment opportunity. We will not discriminate against team members or applicants for employment on any legally-recognized basis [“protected class”] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Pennsylvania, the following also are a protected class: race; color; religious creed; ancestry; age [40 or over]; sex; pregnancy, childbirth and related medical conditions; national origin, non-job related handicap or disability, or the use of a guide or support animal.

You may discuss equal employment opportunity related questions with your Supervisor or any other designated member of management.

## **Pregnancy Accommodation**

ViVÁ will provide reasonable accommodations to female team members related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When a team member requests a reasonable accommodation, ViVÁ will explore with the team member the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

ViVÁ may require the team member to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any leave where permitted by state and federal law.



For more information, or if you require an accommodation, please contact your supervisor.

## **Americans with Disabilities Act**

ViVÁ is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your Supervisor of the need for accommodation. Upon doing so, your Supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. ViVÁ will not seek genetic information in connection with requests for accommodation. All medical information received by ViVÁ in connection with a request for accommodation will be treated as confidential.

## **A Word About our Team Member Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all team members. Our practice is to treat each team member as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual team member.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one team member by another team member, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Pennsylvania, the following also are a protected class: race; color; religious creed; ancestry; age [40 or over]; sex; pregnancy, childbirth and related medical

conditions; national origin, non-job related handicap or disability, or the use of a guide or support animal.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or team member that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-team members are covered by this policy. We prohibit harassment, discrimination, or retaliation of our team members in connection with their work by non-team members. Immediately report any harassing or discriminating behavior by non-team members, including vendors, customers, employees of contractors or subcontractors. Any team member who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:**

1. Jeffrey D. Hettinger, President/CEO at (610) 685-3900 x401 or Jhettinger@VivaGoodLife.com.
2. Helen Firestone, Human Resources Manager at (610) 685-3900 x405 or Hfirestone@VivaGoodLife.com.

If a team member makes a report to any person listed above and that person either does not respond or does

not respond in a manner the team member deems satisfactory or consistent with this policy, the team member is required to report the situation to one of the other persons on the list above to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. ViVÁ will protect the confidentiality of team members reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other ViVÁ policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time and part-time team members are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your Supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will team member both during and after your introductory period.

For purposes of this handbook, FULL-TIME TEAM MEMBERS regularly work at least a 35-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME TEAM MEMBERS may be different.

PART-TIME TEAM MEMBERS work less than 35 hours each week.

SEASONAL TEAM MEMBERS perform a job for a specified time, normally less than one year.

PER DIEM TEAM MEMBERS do not work regularly scheduled hours, but are called in to work on an as-needed basis.

In addition to the preceding categories, team members are also categorized as "exempt" or "non-exempt."

NON-EXEMPT TEAM MEMBERS are entitled to overtime pay as required by applicable federal and state law.

EXEMPT TEAM MEMBERS are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your Supervisor will notify you of your employment classification.

## **Anniversary Date**

The first day you report to work will be recorded in ViVÁ records as your anniversary date. This date may be used to calculate many different ViVÁ benefits. If you have any questions regarding your anniversary date, please see your Supervisor.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, ViVÁ is committed to employing only individuals who are authorized to work in the United States.

Each new team member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If a team member is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by ViVÁ.

## **New Employee Orientation**

Upon joining ViVÁ, you were given internet access to our Team Member Handbook. After reading this Team Member Handbook please electronically sign the receipt page. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Team Member Handbook or if it becomes damaged in any way, please notify your Supervisor as soon as possible to obtain a replacement copy.

Your Supervisor is responsible for the operations of your department. (S)he is a good source of information about ViVÁ and your job.

## **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations in our continuous improvement culture. Your suggestions should be submitted in writing to your Supervisor.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

We believe that suggestions indicate initiative. With your approval, we will place the written suggestion in your personnel file and consider it at the time of your performance review.

Specific recognition for suggestions may be reflected in different ways, including additional compensation (cash awards) based on the value of the suggestion.



## Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to a management team member so that the problem can be settled by examination and discussion of the facts. We hope that a management team member will be able to satisfactorily resolve most matters.

If you still have questions after meeting with a management team member or if you would like further clarification on the matter, request a meeting with the General Manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with our Vice President of Operations.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.



## **Your Pay and Progress**

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## Recording Your Time

Non-exempt team members must record their hours on our timekeeping system.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt team members may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All team members subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

## **Payday**

You will be paid biweekly on Thursday for the period that ends the previous Sunday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the General Manager immediately. The General Manager will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

ViVÁ is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of ViVÁ that exempt team members' pay will not be “docked,” or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, ViVÁ may make deductions from team members' salaries in a way that is permitted under federal and state wage and hour rules. Team members will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt team members may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of a team member's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

ViVÁ will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt team members' pay.

If questions or concerns about any pay deductions arise, discuss and resolve them with the Human Resources Department. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

## **Tip Reporting**

Tips are not to be solicited for any reason. However, unsolicited tips may be accepted and must be reported in accordance with applicable state and federal laws and regulations.

## **Garnishment/Child Support**

When a team member's wages are garnished by a court order, ViVÁ is legally bound to withhold the amount indicated in the garnishment order from the team member's paycheck. ViVÁ will, however, honor applicable federal and state guidelines that protect a certain amount of a team member's income from being subject to garnishment.

## **Direct Deposit**

You may elect to and may be required to have your pay deposited into your bank account or to a debit card account through our direct deposit program.

## **Performance Reviews**

Your performance is important to ViVÁ. Your Supervisor will review your job progress within ViVÁ on a quarterly basis and help you set new job performance plans.



Our performance review program provides the basis for better understanding between you and your Supervisor, with respect to your job performance, potential and development within ViVÁ.

## **Job Descriptions**

ViVÁ maintains a job description for each position in ViVÁ. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your Supervisor.

## **Pay Raises**

Depending upon your performance and ViVÁ's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

## **Pay Advances**

Pay advances will not be granted to team members.

## **Overtime**

There will be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt team member, you must have all overtime approved in advance by the General Manager.

Non-exempt team members will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the General Manager.

## Time Away From Work and Other Benefits



## **Team Member Benefits**

ViVÁ has developed a comprehensive set of team member benefit programs to supplement our team members' regular wages. Our benefits represent a hidden value of additional income to our team members.

This Team Member Handbook describes the current benefit plans maintained by ViVÁ. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

ViVÁ reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

## **Holidays**

ViVÁ will be closed on the following holidays:

Christmas Day  
New Year's Day

Team members will not be paid for the above holidays, except where state or federal wage and hour law dictates otherwise.

## **Vacation (Salaried Managers)**

Salaried managers are eligible to accrue paid vacation time immediately, and will be allowed to use accrued,

paid vacation time after completing 90 days of employment.

Vacation time will be pro-rated within your first anniversary year as follows:

<b>Months of Service</b>	<b>Vacation Days Earned</b>	<b>Months of Service</b>	<b>Vacation Days Earned</b>
1	0.5	7	3
2	1	8	3.5
3	1.5	9	4
4	1.5	10	4
5	2	11	4.5
6	2.5	12	5

After your first year with ViVÁ, vacation is calculated according to your anniversary date as follows:

After one full anniversary year, you shall be entitled to five days of paid vacation.

After three full anniversary years, and each year thereafter, you shall be entitled to a total of ten days of paid vacation.

After eight full anniversary years, and each year thereafter, you shall be entitled to a total of fifteen days of paid vacation.

Additional vacation time may be granted at management's discretion.

Submit vacation requests in writing at least one month in advance to the General Manager. When possible, vacation requests are granted, taking into account

operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation cannot be carried over from one year to the next. Vacation pay will not be granted in lieu of taking the actual time off.

At the end of employment, eligible team members will not be paid for any accrued and unused vacation, unless state law dictates otherwise.

Vacation time taken in excess of earned vacation time resulting in a negative, unearned vacation day balance will be deducted from a team member's final paycheck, should the team member leave ViVÁ prior to correcting the negative vacation balance.

### **Vacation (Full-Time Hourly Team Members, and Hourly Managers)**

All full-time, hourly team members and hourly managers are eligible to receive their earned vacation pay on their anniversary date. All requested time off from work will be unpaid, with earned vacation pay only paid on your anniversary date.

Vacation is calculated according to your anniversary date as follows:

After one full anniversary year, you shall receive five days of vacation pay annually on or about your anniversary date.

After three full anniversary years, you shall receive ten days of vacation pay annually on or about your anniversary date.

After eight full anniversary years, and each year thereafter, you shall receive fifteen days of vacation pay annually on or about your anniversary date.

Vacation time will not be pro-rated for any partial anniversary years worked.

## **Jury Duty**

Team members summoned for jury duty are granted an unpaid leave in order to serve.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the Team Leader as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.



## **Military Leave**

Team members who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the team member chooses, but ViVÁ will not require the team member to use vacation. Military orders should be presented to the General Manager and arrangements for leave made as early as possible before departure. Team members are required to give advance notice of their service obligations to ViVÁ unless military necessity makes this impossible. You must notify the General Manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the General Manager.

## **Voluntary Emergency Workers Leave**

Any team member who serves as volunteer firefighter, fire police or volunteer member of an ambulance service or rescue squad will receive unpaid leave in which to respond to an emergency call made prior to the start of his or her scheduled shift.

Prior to missing work, you must attempt to contact the General Manager or otherwise notify ViVÁ that you have been dispatched to an emergency. If you fail to report for work, you must provide ViVÁ with a statement from the chief executive officer of the volunteer fire company, ambulance service or rescue squad or its affiliated organization stating that you responded to a call and the time at which you responded.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave**

Team members are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify the General Manager of the need to take witness leave as far in advance as is possible.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Leave of Absence**

Under special circumstances, full-time team members who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the General Manager.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after earned vacation is exhausted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

## **Victims of Crime Leave**

ViVÁ will grant reasonable and necessary leave from work, without pay, to team members who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected team members must give ViVÁ reasonable notice with written documentation that leave under this policy is required.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Medical Insurance**

Eligible full-time, hourly team members or salaried management may elect to enroll in a single, a single plus one dependent, or a family contract on the first of the month after completing their introductory period. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the General Manager.

To assist full-time team members or salaried management with the cost of this insurance, VIVÁ pays a portion of a single, a single plus one dependent, or a family contract. You are responsible for paying the balance through payroll deduction.

Participating team members are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be viewed online or obtained from the General Manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the General Manager.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the General Manager.

## **Disability Leave**

Full-time team members are eligible for an unpaid disability leave after completing their introductory period.

Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed eight weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act or due to state law or other requirements.

Team members requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. ViVÁ will not seek genetic information in connection with requests for disability leave. All medical information received by ViVÁ in connection with a request for leave under this policy will be treated as confidential.

To the extent allowed by the insurance contract and applicable laws, we will continue to provide medical insurance coverage for team members on authorized disability leave for the first month of disability. During this time you will be responsible for paying your portion of the monthly premium(s). When the above period expires, you may continue your medical insurance coverage by making arrangements with the General Manager to pay the entire monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

## **Social Security**

During your employment, you and ViVÁ 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.

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## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the General Manager.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the General Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to a team member accident.

## **ViVÁ Good Life Profit Sharing Plan**

### **Discretionary Plan:**

All employer profit sharing contributions are contingent upon the attainment of different levels of annual goals for each restaurant or catering unit that are established and modified annually at management's sole discretion. Goals are specific and tailor-made for each participating unit and may vary from unit to unit. The employer will not make any profit sharing contributions unless all 3% Bonus Level Goals are achieved by the restaurant unit.

### **Eligibility Requirements:**

Team Members must complete an annual minimum of 1,000 hours of service during the 12-month period beginning on your date of employment (Eligibility Service) prior to entering the plan and during each plan calendar year. Must be 21 years of age and have completed 1 year of Eligibility Service. You must be



employed by the employer on the last day of the Plan Calendar Year.

**Plan Entry Dates:**

On December 31<sup>st</sup> of the year in which an employee meets all three of the eligibility requirements listed under Eligibility Requirements.

**Employer Contributions:**

Potential Discretionary Contribution of Up to 100% of Eligible Team Member's First 5% of Gross Earnings (as reported on their W-2), Contingent Upon the Attainment of Different Levels of Individual Restaurant Specific Annual Goals for Guest Counts, Sales, Costs of Goods Sold, Labor Costs, Operating Cash Flow, and Guest Satisfaction as Established and Modified Annually at Management's Sole Discretion. Example - Bonus of 5% of Reported Gross Earnings if All 5% Bonus Level Goals Attained. Bonus of 3% of Reported Gross Earnings if All 3% Bonus Level Goals Attained. Note: Bonuses Are Not Cumulative, i.e. a 3% Bonus Will Not Be Paid in Addition To An Earned 5% Bonus.

**Plan Name Information:**

ViVÁ Good Life Profit Sharing Plan

Plan Number: 001

EIN: 23-1714325

Plan Year: January 1<sup>st</sup> through December 31<sup>st</sup>

**Employer(s):** JMH, Inc. and ViVÁ Good Life – Wyomissing, Inc.

### **Plan Administration:**

JMH, Inc.  
5311 Perkiomen Avenue  
Reading, PA 19606  
610-685-3900

**Trustee:** Jeffrey D. Hettinger, President

### **Restaurant Discounts**

Team members are eligible to receive a 50% on-duty discount during a shift totaling 5 hours or greater for a meal that must be consumed in the restaurant. Team members are eligible to receive a 25% off-duty meal discount during non-working hours for up to a maximum of 6 guests (including the team member).

During shifts, team members are eligible to receive free fountain drinks.

Purchases are to be paid for by cash or credit card before consumption.

## **On the Job**

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## **Attendance and Punctuality, Points and Rewards**

Attendance and punctuality are important factors for your success within ViVÁ. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify the General Manager as far in advance as is feasible under the circumstances, but no later than 2 hours before the start of your shift.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for two days without notifying ViVÁ, it is assumed that you have voluntarily abandoned your position with ViVÁ, and you will be removed from the payroll.

### **Tardiness & Attendance Point System Program**

#### **Purpose:**

To hold ALL employees accountable for tardiness and attendance infractions, while rewarding team members who do not occur any infractions in order to achieve operational excellence and success for all team members at ViVÁ.

#### **Program Details:**

To maximize objectivity, ViVÁ uses a point system. All infractions will incur points and personal situations are not given any consideration. This program is based

solely on a 20 (twenty) point maximum that if reached by any employee will result in termination of employment.

At 10 (ten) points you will receive a 1st written warning!  
At 15 (fifteen) points you will receive a 2nd written warning!

At 20 (twenty) points you are immediately terminated from employment at ViVÁ.

The first 90 days at ViVÁ are a probationary period with a mandatory “Zero Point” rule. If points are incurred during this period it may result in immediate termination.

Personal “Leaves of Absence” are given for “extended” emergencies... however points will be assigned for the initial “call-off” date.

### **Assigning Points:**

EXPLANATION	Pt
Being up to 30 minutes late for a work shift for any reason. (With Phone Call to Mgr)	2
Being up to 30 minutes late for a work shift for any reason. (No Phone Call to Mgr)	3
Being more than 30 minutes late for a work shift for any reason.	5
Having to leave early during a work shift for any reason.	5
A No-Call, No-Show for your work shift for any reason.	15
A proper call-off (a call-off to a Mgr. at least 2 hrs prior to your scheduled shift start time) for any reason. No add'l points with written doctor's excuse and release.	4
An improper call-off (a call-off to a Mgr. within 2 hrs of your scheduled shift start time) for any reason. No add'l points with written doctor's	8

excuse and release.	
Missing a scheduled mandatory team meeting for any reason.	5
Failure to work on a “mandatory” work day for any reason. (e.g. Easter, Mother’s Day, Thanksgiving, Christmas Eve, New Year’s Eve, Etc.).(Automatic Termination)	20
Failure to clock-in at the beginning of your shift, or clock out at the end of your shift worked.	1
Redemption for one Month (30 ) Days with zero points	-2

### **Reward Systems:**

If a team member works an average of 25 hours per week during a calendar quarter without any infractions (no points added) they will receive a ViVÁ Gift Card for \$25.00 (twenty-five) dollars.

For every 30 days worked with no infractions, two (2) points will be deducted from your total. Note: The lowest possible total to be reached is ZERO. Negative point totals are not accrued.

This point system will re-new annually. On the employment anniversary of your employment date, your points will be re-set to Zero.

### **Meal Time**

A 15-minute paid meal break should be taken each day by team members working shifts of 5 hours or greater.



The General Manager is responsible for approving the scheduling of this time.

Team members are not permitted to eat at their work spaces during their meal breaks. Team members remaining on work premises during their meal breaks may eat in designated employee eating areas. Please speak to the General Manager for additional information.

## **Standards of Conduct**

Each team member has an obligation to observe and follow ViVÁ's policies and to maintain proper standards of conduct at all times. Failure to adhere to ViVÁ's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by ViVÁ. ViVÁ does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of ViVÁ's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with ViVÁ; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in ViVÁ activities or in ViVÁ vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of ViVÁ's EEO and No Harassment policies; performing



outside work or use of ViVÁ property, equipment or facilities in connection with outside work while on ViVÁ time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit a team member's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

## **Access to Personnel Files**

Team members or an agent designated by the team member can inspect parts of the team member's own personnel files once a year, in the presence of ViVÁ official. Parts subject to inspection include the team member's job application, wage or salary information, notices of commendations, warnings or other discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records and employment history with ViVÁ. The records may be inspected at reasonable times during regular business hours and in the office where the records are kept. Team members or their designated agent may take notes regarding the contents of the file. Team members or their designated agent may place a statement in the file if they find an error in the file.

Team members shall provide a signed authorization designating a specific individual who is authorized to inspect their personnel file. The signed authorization shall be for a specific date and shall indicate either the purpose for which the inspection is authorized or the particular parts of the team member's personnel file that the designated agent is authorized to inspect.

For more information, contact the General Manager.

## **Customer and Public Relations**

ViVÁ's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every team member.

The opinions and attitudes that customers have toward ViVÁ may be determined for a long period of time by the actions of one team member. It is sometimes easy to take a customer for granted, but if we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

It is important, however, to protect ViVÁ's confidential information, and for that reason, we ask that employees discourage customer questions and inquiries regarding ViVÁ employees and business operations. This includes, but is not limited to, customers photographing or videotaping ViVÁ employees, facilities, or operations. For further questions of what is acceptable, please see the General Manager.

Each team member must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

ViVÁ believes team members should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are scheduled to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®,

Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Team members may not engage in solicitation for any purpose during his/her work time, which includes the working time of the team member who seeks to solicit and the team member who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the team member's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict a team member's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by team members of any type (e.g. materials, goods, paper, etc.) is prohibited in work areas at any time, whether or not the team members are on working time. Electronic distribution is subject to ViVÁ's Electronic Mail and Monitoring Policy, and may not occur during the team member's working time. Non-team members are prohibited from distributing materials to team members on ViVÁ premises at any time. Literature that violates ViVÁ's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict a team member's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the General Manager promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using ViVÁ's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to the General Manager at once.

## **Personal Property**

ViVÁ is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## **Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the General Manager.

## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is unpaid.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the General Manager.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for customer calls. Although the occasional use of ViVÁ's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Unless used for business purposes, personal cellular telephones must be turned off or set to a silent alert during working hours while on ViVÁ premises.

Team members are prohibited from using cellular telephones to text message during working hours while on ViVÁ premises.

## **Internet Usage and Monitoring**

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow team members to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, playing games, gambling, illegal activity and downloading files for personal use, is strictly prohibited.

ViVÁ's No Harassment policy fully applies to Internet usage, including the use of instant messaging programs. Violation of this policy may result in disciplinary action, up to and including discharge. Therefore, team members are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic

slurs, racial epithets or anything that could be construed as unlawful harassment.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor ViVÁ's Internet usage and the files/transmissions of any team member without advance notice and consistent with applicable state and federal laws. Team members should expect that communications that they send and receive by the Internet will be disclosed to management. Team members should not assume that communications that they send and receive by the Internet are private or confidential.

Team members learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using ViVÁ's communication systems or equipment and team member provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other



information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

Acceptable Uses of Our Systems: Team members may use our Systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

ViVÁ Control of Systems and Electronic Communications: All Electronic Communications contained in ViVÁ Systems are ViVÁ records and/or property. Although a team member may have an individual password to access our Systems, the Systems and Electronic Communications belong to ViVÁ. The Systems and Electronic Communications are accessible to ViVÁ at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Team member communications on our system are not confidential or private.

ViVÁ's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to team member-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our Systems are treated the same as all other Electronic Communications and will be used,



accessed, recorded, monitored, and disclosed by ViVÁ at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, team members should not use our Systems for communication or information that team members would not want revealed to third parties. Personal use of our System should be limited to non-working time. Personal use of our System must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to ViVÁ's recipes, vendor agreements, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on ViVÁ Systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict team member rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Team members may not use ViVÁ Systems in a manner that is unlawful, wasteful of ViVÁ resources, or unreasonably compromises team member productivity or the overall integrity or stability of ViVÁ's systems. These tools are provided to assist team members with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any

other message or image that may be in violation of ViVÁ policies.

In addition, team members may not use our ViVÁ Systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the systems supervisor;
- To download, save, send or access any site or content that ViVÁ might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of ViVÁ or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: A team member may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Team members must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available and known to ViVÁ. You may not install password or encryption programs without the written permission of the General Manager. Team members may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to Electronic Communications. ViVÁ complies with applicable laws. Team members also must comply with applicable laws and should recognize that a team member could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this Policy may result in disciplinary action up to and including immediate termination of a team member's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, ViVÁ may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the General Manager for advance clarification.

## Social Media

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with VIVÁ.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or team members or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about VIVÁ, fellow team members,

customers, and people working on behalf of ViVÁ or competitors.

Do not create a link from your blog, website or other social networking site to ViVÁ's website without identifying yourself as a ViVÁ team member. Express only your personal opinions. Never represent yourself as a spokesperson for ViVÁ or make knowingly false representations about your credentials or your work. If ViVÁ is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of ViVÁ. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of ViVÁ." You must refrain from using social media while on working time.

Team Members are encouraged to report violations of this policy. ViVÁ prohibits retaliation against any team member for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, ViVÁ complies with state laws concerning access to a team member's personal social networking account, including restrictions concerning employer requests for a team member's username and/or password.

Nothing in this policy is designed to limit a team member's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the General Manager.

## **Front of House Dress Code and Uniform Standards**

### **Policy:**

ALL ViVÁ Front of House Server Restaurant Workers must strictly adhere to only wearing the below uniforms that must be properly cleaned and pressed to project a professional image at all times to our guests.

ALL uniform requirements are personally supplied by the employee with certain specified uniform components purchased directly from ViVÁ to ensure continuity amongst all Front of House Hosts(esses), Servers, Server Assists, Cocktail Servers, and Bartenders.

ALL employees MUST at all times adhere to all of their ViVÁ designated uniform standards or they will be sent home and not be able to work their shift.

Shoes: Clean Black Non-Slip Shoes are required, they must be professional looking and non-slip. If shoes are not non-slip, you will be sent home immediately and not be allowed to work your shift

Socks: Black Dress Socks or Black Stockings

Pants: Black Dress Pants or Slacks (for Servers, Server Assists, Hosts(esses), Male Cocktail Servers, and Bartenders) NOTE: NO Jeans, Leggings, or “Dickies”

Belts: Black Dress Leather Belt (if needed or desired)

Dresses: Black Cocktail Dress (for Female Cocktail Servers that must be purchased from ViVÁ at ViVÁ’s Designated Prices)

Aprons: Black Bistro-Style Aprons (for Servers, Server Assists, and Cocktail Servers that must be purchased from ViVÁ at ViVÁ's Designated Prices)

Shirts: Black Button-Up Dress Shirt (for Servers, Server Assists, Hosts(esses), and Male Cocktail Servers and Male Bartenders) Must be completely Black with NO Designs or Patterns. Buttons must be Black or Clear, Shirts must fit Appropriately and Tastefully (not too tight or too baggy), must be able to Button Shirt at Top Button and Button Down Shirt at the Sleeves, Black Scoop-Neck Shirts (for Female Bartenders)

Neckwear: Black Neckties (for Servers and Server Assists), Silver Neckties (for Male Bartenders), and Purple/Black/Gray Pinstriped Neckties (for Hosts(esses) that must be purchased from ViVÁ at ViVÁ's Designated Prices). Black and Silver Neckties must not have any Designs or Patterns. Neckties must be clean when arriving for your shift.

Vests: Black Vests (for Male Bartenders) and Black & Silver Pin-Striped Vests (for Female Bartenders) that must be purchased from ViVÁ at ViVÁ's Designated Prices.

## **Back of House Dress Code and Uniform Standards**

### **Policy:**

ALL ViVÁ Back of House Workers must strictly adhere to only wearing the below uniform that must be properly cleaned and pressed to project a professional image to all guests.



ALL uniform requirements (excluding aprons) are personally supplied and/or purchased by all Back of House Workers from ViVÁ at ViVÁ's Designated Prices.

ALL employees MUST adhere to all designated uniform standards at all times or they will be sent home and not be able to work their shift.

Caps/Hairnets: A Black Baseball Cap (purchased from ViVÁ at ViVÁ's Designated Price) or a Hairnet Must Be Worn at All Times to prevent hair from getting into our foods

Shoes: Clean Black Non-Slip Shoes with enclosed heels and toes are required, must be non-slip and in good condition. If shoes are not non-slip, you will be sent home immediately and not be allowed to work your shift

Socks/Hose: Black Dress Socks or Hose that are clean and in good condition

Pants/Slacks: Black Cotton-Blend Pants/Slacks or Black Professional Chef's Pants that are clean, fit properly, and have no fringes, tears, or holes. Black Jeans are permitted; Sweat Pants are not permitted

Belts: Black Leather Belts (if needed or wanted)

Aprons: ViVÁ will supply clean Aprons to Back of House Workers in specified jobs. All aprons must be kept clean and must be changes if heavily soiled during your shift.

Shirts: Black Short-Sleeve ViVÁ-Identified Kitchen Shirts (purchased from ViVÁ at ViVÁ's Designated Price) that must be kept clean with no tears or frayed edges and worn tucked in at all times. Only White T-Shirts are permitted to be worn under the Black ViVÁ Kitchen Shirts.

## **Banquet Dress Code and Uniform Standards**

### **Policy:**

ALL ViVÁ Banquet & Catering personnel must strictly adhere to only wearing the below uniforms that must be properly cleaned and pressed to project a professional image to all banquet and catering guests.

ALL uniform requirements must be personally supplied and/or purchased by the employee from ViVÁ at ViVÁ's Designated Prices.

ALL employees MUST adhere to all designated uniform standards or they will be sent home and not be able to work their shift.

Shoes: Clean Black Non-Slip Shoes are required, they must be professional looking and non-slip. If shoes are not non-slip, you will be sent home immediately and not be allowed to work your shift

Socks: Black Dress Socks or Stockings

Pants: Black Dress Pants or Slacks NO Jeans, Leggings, or "Dickies"

Belts: Black Dress Leather Belts (if needed or wanted)

Shirts: ViVÁ-Specified White Dress Shirt (must be Purchased by the employee from ViVÁ at ViVÁ's Designated Prices) NOTE: Two Shirts will be Initially Sold to New Employees at 50% of ViVÁ's Designated Replacement Prices. Shirts must fit Appropriately and Tastefully (not too tight or too baggy). Must Button Shirt at Top Button and Button Shirt Down at the Sleeves

Neckwear: Black Bowties for Males and Black Rosette for Females (for ViVÁ Catering Banquet Workers) AND Red Bowties for Males and Red Rosette for Females (for Masterpiece Events Banquet Workers), both must be purchased by ViVÁ Banquet Workers from ViVÁ at ViVÁ's Designated Prices. NOTE: One of Each will be Initially Sold to New Employees at 50% of ViVÁ's Designated Replacement Prices. Neckties must not have any Designs or Patterns. Neckties must be clean when arriving for your Shift

Vests: ViVÁ-Specified Black Vest (Must be purchased by employee from ViVÁ at ViVÁ's Designated Prices) NOTE: One will be initially Sold to New Employees at 50% of ViVÁ's Designated Replacement Prices.

Gloves: ViVÁ Supplied White Gloves (Must be purchased by employee from ViVÁ at ViVÁ's Designated Prices) NOTE: Two Pairs will be Initially Sold to New Employees at 50% of ViVÁ's Designated Replacement Prices.

Outside Temps: Must conform with above Dress Code & Uniform Standards with ViVÁ Loaning Vests, Neckwear, and White Gloves to Outside Workers from Temporary Employee Agencies.

## **Personal Hygiene and Hair Policy**

Maintaining a clean and professional business-like appearance is very important to the success of ViVÁ. An important part of the general impression that you make on others depends upon the cleanliness of your clothes and neat appearance of your uniform, along with your courteous behavior and personal hygiene. A daily

regimen of good grooming and personal hygiene is expected from all ViVÁ workers including: teeth brushed and kept clean, breath maintained fresh at all times, body and hair cleaned and washed regularly, hands washed clean frequently, and deodorant worn to prevent any body odors.

All ViVÁ Workers must wear clean ViVÁ-supplied gloves at all times while handling foods in the Back of House.

The chewing of gum or tobacco, or consumption of food and candy while working is prohibited.

Hair must be neat and clean with all Front of House Restaurant and Banquet Workers keeping it in a professional style that will not be offensive to any of our guests (extreme hairstyles and colors are not allowed for any Front of House Workers). All ViVÁ Workers must keep their hair restrained from coming into contact with any food, with baseball caps or hairnets worn by all workers while working in the Back of House. Goatees are acceptable if neatly trimmed. Fu Manchu mustaches and long sideburns are not allowed. Beards must be full-grown, clean, and neatly trimmed. Beards 'in-progress' are not allowed to be worn. (ViVÁ follows all local and state health department regulations regarding the use of beard guards)

## **Jewelry, Cosmetics and Tattoos Policy**

Front of House Restaurant and Banquet Male and Female Workers must keep their jewelry simple and may only wear: up to three earrings per ear (earrings with posts recommended, and avoid large dangling earrings and hoops no bigger than a quarter), two rings per hand,

one wristwatch or one bracelet, and necklaces provided they are worn inside of your shirt (chokers not allowed).

The following jewelry is prohibited: “non-earring” visible body piercing jewelry (including jewelry worn in piercings of the tongue, lips, chin, cheeks, eyebrows, etc.) and all jewelry depicting vulgarity, violence, or any type of hatred as determined at management’s sole discretion.

Back of House Restaurant Male and Female Workers must keep their jewelry simple with the following jewelry prohibited: all jewelry that poses any risk of falling into or contaminating food (e.g. rings, wristwatches, bracelets, earrings, non-earring visible body piercing jewelry, etc.); all necklaces must be worn inside of your shirt; and all jewelry depicting vulgarity, violence, or any type of hatred as determined at management’s sole discretion. The use of cosmetics, fragrances, nail polish, and nail ornaments is prohibited by all Back of House Workers.

Front of House Restaurant and Banquet Male and Female Workers may use: light & subtle perfumes, colognes, or fragrances; subtle and tastefully applied make-up as determined at management’s sole discretion; and freshly applied nail polish (that isn’t chipped or peeling off) in common colors excluding extreme colors (including black) or non-conventional/extreme styles as determined at management’s sole discretion.

Front of House Restaurant and Banquet Male and Female Workers are prohibited from wearing any visible tattoos depicting vulgarity, violence, or any type of hatred. All visible tattoos on all Front of House Workers will be reviewed on a case-by-case basis and are subject to management’s approval at management’s sole discretion.

Back of House Restaurant Male and Female Workers are only prohibited from wearing any visible tattoos depicting vulgarity, violence, or any type of hatred.

## **Protecting ViVÁ Information and Intellectual Property**

Protecting ViVÁ information is the responsibility of every team member. Do not discuss ViVÁ confidential business or proprietary business information, such as recipes, or production methods, or share confidential, personal team member information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a non-compete and/or a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of a team member's employment. Nothing in this policy is designed to limit a team member's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former team member's position/compensation with ViVÁ must be forwarded to the Human Resources Manager.

ViVÁ's address shall not be used for the receipt of any personal mail.

## **Conflict of Interest/Code of Ethics**

ViVÁ's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other team members. Therefore, team members must never use their positions with ViVÁ, or any of its customers, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with ViVÁ, interferes with a team member's business judgment concerning ViVÁ's best interests, or exploits a team member's position with ViVÁ for personal gain.

ViVÁ adheres to the highest legal and ethical standards applicable in our business. ViVÁ's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each team member is of utmost importance.

Team members of ViVÁ shall conduct their personal affairs such that their duties and responsibilities to ViVÁ are not jeopardized and/or legal questions do not arise with respect to their association or work with ViVÁ.

This policy will not be enforced to prevent team members from discussing their wages or other terms of employment.

## **Outside Employment**

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the General Manager in writing.

Outside employment must not conflict in any way with your responsibilities within ViVÁ. You may not work for competitors nor may you take an ownership position with a competitor.

Team members may not conduct outside work or use ViVÁ property, equipment or facilities in connection with outside work while on ViVÁ time.

## **Communication**

It is important for every employee to have a good sense of “what’s going on” in the restaurant. It is management’s responsibility to keep everyone informed of ongoing changes and news affecting the ViVÁ and our people. Such communication takes place primarily in pre-shift meetings, general meetings and by posting notices and information to the bulletin board. ViVÁ maintains a bulletin board in our facility as an important source of team member information. These bulletin boards are to be used solely for company announcements and government postings.



## **Contact with the Media**

All media inquiries regarding ViVÁ and its operations must be referred to the General Manager. The authorization to make or approve public statements on behalf of ViVÁ rests solely with the General Manager. No team members, unless specifically designated by the General Manager, are authorized to make statements on behalf of or as a representative of ViVÁ.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide the General Manager with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with ViVÁ.

Team members, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such team members are considered new team members from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

ViVÁ does not provide a "letter of reference" to former team members. Generally, we will confirm upon request our team members' dates of employment, salary history, and job title.

Additionally, all resigning team members should complete a brief exit interview prior to leaving. All ViVÁ property, must be returned at the end of employment. Otherwise, ViVÁ may take action to recoup any replacement costs and/or seek the return of ViVÁ property through appropriate legal recourse.

You should notify ViVÁ if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## **Safety in the Workplace**

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## **Each Team Member's Responsibility**

Safety can only be achieved through teamwork at ViVÁ. Each team member, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify the General Manager of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the General Manager immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on ViVÁ's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the General Manager.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by a team member or anyone else against a team member, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to team members at work and to reduce the possibility of damage to ViVÁ property in the event someone, for whatever reason, may be unhappy with ViVÁ decision or action by a team member or member of management.

If you receive or overhear any threatening communications from a team member or outside third party, report it to the General Manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to a team member or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Team members are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in ViVÁ's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all team members, customers and ViVÁ, ViVÁ reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from ViVÁ's property. In addition, ViVÁ reserves the right to search any team member's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of ViVÁ, and are issued for the use of team members only during their employment. Inspection may be conducted at any time at the discretion of ViVÁ.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Team members working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as team members who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of ViVÁ's security procedures or any other ViVÁ rules and regulations.



## **Hazard Communication**

ViVÁ may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspections in your work area. You must follow all labeling requirements.

Please consult with the designated safety coordinator prior to purchasing chemicals for ViVÁ or bringing them on to our premises. For additional information, please refer to ViVÁ's written Hazard Communication Program. If you have any questions, ask the General Manager or the safety coordinator.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the General Manager.

## **Smoking in the Workplace**

ViVÁ is committed to providing a safe and healthy environment for team members and visitors. Smoking (including the use of e-cigarettes) is only permitted in ViVÁ management designated outdoor areas.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating ViVÁ machinery, equipment or vehicles for work-related purposes or while engaged in ViVÁ business off premises is forbidden except where expressly authorized by ViVÁ and permitted by state and local laws. This policy applies to all team members, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the General Manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **Substance Abuse**

ViVÁ has vital interests in ensuring a safe, healthy and efficient working environment for our team members, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with ViVÁ the following substance abuse policy.

ViVÁ has implemented a drug testing program in compliance with local, state and federal laws. Team members are prohibited from reporting to work or

working while using illegal or unauthorized substances. Team members are prohibited from reporting to work or working when the team member uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the team member that the substance does not adversely affect the team member's ability to safely perform his or her job duties.

In addition, team members are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on ViVÁ paid time, on ViVÁ premises, in ViVÁ vehicles, or while engaged in ViVÁ activities. Our team members are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Team members are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with ViVÁ is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any team member who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at ViVÁ's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, ViVÁ maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage team members to seek assistance before their substance or alcohol use renders them unable to

perform their essential job functions or jeopardizes the health and safety of themselves or others. ViVÁ will attempt to assist its team members through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with ViVÁ's policies and applicable federal, state or local laws.

ViVÁ further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of ViVÁ issued lockers, desks or other suspected areas of concealment, as well as a team member's personal property when ViVÁ has reasonable suspicion to believe that the team member has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to the General Manager.

## **Receipt of Team Member Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received an electronic copy of the JMH Inc. Team Member Handbook and I understand that it contains information about the employment policies and practices of ViVÁ. I agree to read and comply with this Team Member Handbook. I understand that the policies outlined in this Team Member Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that ViVÁ retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team members and ViVÁ. I understand that this Team Member Handbook supersedes and replaces any and all prior Team Member Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, ViVÁ reserves the right to revise, delete and add to the provisions of this Team Member Handbook at any time without further notice. All such revisions, deletions or additions to the Team Member Handbook will be in writing and will be signed by the President of ViVÁ. I understand that no oral statements or representations can change the provisions of this Team Member Handbook.

I understand that this Team Member Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Team Member Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**VIVÁ IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS TEAM MEMBER HANDBOOK, VIVÁ OR I MAY**

**TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS TEAM MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, TEAM MEMBER OR REPRESENTATIVE OF VIVÁ IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY TEAM MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF VIVÁ.**

I understand that this Team Member Handbook refers to current benefit plans maintained by ViVÁ and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Team Member Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Team Member Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Team Member Handbook, I will ask the General Manager or Human Resources Manager.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

TEAM MEMBER

SIGNATURE \_\_\_\_\_





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NAME \_\_\_\_\_

DATE \_\_\_\_\_

TEAM MEMBER

SIGNATURE \_\_\_\_\_