



**This Handbook is the property of BOOMj.com, Inc.**

Issued: March 2008



Dear Employee,

On behalf of our entire management team and your fellow employees, I am happy to be one of the first to welcome you to BOOMj.com, Inc. and share with you important information about our Company.

BOOMj.com, Inc. is the first social network, niche portal and e-commerce platform on the Internet that identified and segmented Baby Boomers. BOOMj.com, Inc is the first social network and e-commerce platform that has become a publicly traded company thanks to the talent and abilities of our management and employees.

Our employees are our most important assets. As a new employee, you will have many opportunities for personal and professional growth. We promote an open door management philosophy and we value a teamwork approach in our business. We feel by working together, we're more productive, more motivated and more successful.

This Handbook provides you with basic information and guidelines you need to understand about our company, your benefits and your responsibilities and should be read. Please take time to meet with your immediate supervisor or manager to ensure that you become as knowledgeable as possible about our procedures and work rules.

You are now officially a member of the BOOMj.com, Inc. team. We challenge you to do your job to the best of your ability and to uphold the standards of excellence, integrity, respect and kindness. With everyone pulling in the same direction and sharing the same standards and values, we will project our desired image to the public and each other.

Welcome aboard!

Sincerely,

The BOOMj.com, Inc. Management Team

Robert McNulty, Chairman of the Board

# **INTRODUCTION**

## **ABOUT THIS HANDBOOK**

This handbook is intended to provide all employees with basic information in order for you to understand and adhere to the programs, policies, and practices described within, concerning the employment of the people who make it possible for BOOMj.com, Inc. (hereinafter referred to as “the Company,” or “BOOMj”) to exist...**its employees.**

This handbook contains valuable information to help you be successful with the Company.

You are strongly encouraged to read the handbook in full and keep the handbook readily accessible for regular reference.

Please note the following regarding the handbook, its information, your responsibilities and the Company’s rights and obligations:

- The programs, policies, and procedures described in this handbook apply to all current and newly hired and rehired employees of the Company as of the effective dates noted on the front cover and page footnotes. This handbook replaces all previously issued handbooks or unwritten policies as of the effective dates indicated. Where no effective date or Page Revision Date is indicated, the Reissue Date is the effective date.
- This handbook does not bestow any additional rights to employees regarding employment or employment benefits. It is necessary to make clear that this handbook is not part of a contract and no employee has any contractual right to the matters set forth in this handbook.
- The information provided in this handbook is intended to apply to the majority of situations encountered prior to, during, and after one’s employment with the Company; however, it is not intended to reflect or address every possible situation.
- The rules and guidelines contained herein do not reflect or represent every conceivable situation, but those most encountered. Misconduct and situations not described will be handled as warranted by the circumstances. Extenuating circumstances may modify penalties or disciplinary action.
- The Company, in its sole discretion and at any time, without having to give cause or justification, and with or without any advance notice, retains the right to create, modify, change, amend, suspend, supplement, clarify, cancel and/or terminate, in whole or in part, any program, policy or procedure, whether published or unpublished in this handbook or in corresponding Plan contracts. The Company will make every reasonable effort to advise employees if and when changes occur.
- Descriptions of various fringe benefits such as group medical, dental, life, and disability insurances and qualified savings plans are general summaries only. Where law requires, actual summary plan descriptions for these benefits, will be provided to you, if you become a participant in such fringe benefit programs. In the event the information described in this handbook

and corresponding summary plan descriptions differs with any formal contract, agreement, or document involved, then the formal agreement, contract, or document shall be considered correct.

- This handbook and its contents remain the property of the Company and should be treated as a confidential and proprietary internal document for use by the Company and you, our employee. The handbook is not for use or reproduction by others.
- Two (2) copies of the Handbook Acknowledgement accompany this handbook. You are required to read, sign and date both acknowledgement copies and return one copy to your supervisor. The returned copy will become a part of your personnel file. Please retain the other copy for you records.
- Please keep this handbook in a convenient and safe place so that you may refer to it often to address program, policy, and procedural issues and questions that may arise.

Questions on any matter pertaining to employment or any information included in this handbook should be directed to Administration and Accounting Department.

## **COMPANY VISION, MISSION AND BELIEFS**

### ***Vision***

The concept for BOOMj.com™ was developed to address the opportunity and growing need for a specific social, political, financial and lifestyle network Website for Baby Boomers and Generation Jones, a natural extension to what is being offered in the market place today. BOOMj.com will offer its users/members access to the Company's social network platform and allow users/members to collaborate with one another, build personalized web pages, exchange ideas, access compelling content and build social networks comprised of other users/members, similar to Myspace.com, but directed towards the social, political financial and lifestyle community of the Baby Boomers and Generation Jones. BOOMj.com will play an integral role in this effort through its premium content offering, collaborative, user-friendly environment, and community-driven applications. Unlike other proposed vertically integrated Websites, BOOMj.com will integrate all aspects of the Company's business model into one.

### ***Mission Statement***

To provide the best internet website for Baby Boomers and Generation Jones through the use of the latest available technology in the internet. We hope to achieve this mission through teamwork, innovation, and creativity in full partnership with our customers and employees.

### ***Beliefs***

We believe:

- in quality performance throughout our organization

- customer satisfaction is essential
- a fair profit is necessary to perpetuate and grow
- our employees are our most valuable assets
- in a pro-active business culture
- in honest, fair, and ethical business relationships
- in an environment which encourages innovation, creativity, and teamwork.

## **THE BOOMJ.COM STORY**

BOOMj.com, Inc., (“BOOMj.com,” or the “Company”), a Nevada corporation, was incorporated on November 14, 2006 and commenced operations at that time. The Company launched its website BOOMj.com in early 2007 in order to bring to the Internet a social, political, financial, e-commerce and lifestyle network focused on providing diversified media, compelling content and advertising targeting key demographics Baby Boomers and Generation Jones.

## **CODE OF EMPLOYER-EMPLOYEE RELATIONS**

### **Company Goals for Employees**

The Company's goals for all employees include the following:

- to establish fair and effective personal programs, policies, and procedures which serve both the Company's and employee's best interests;
- to provide equal opportunity employment and treatment regardless of age, religion, sex, race, color, national origin, marital status, sexual preference, non-job related physical or mental disability, protected physical characteristics, or veteran status;
- to provide compensation and benefits commensurate with the work performed;
- to establish reasonable hours of work based on the Company's production and service needs;
- to monitor and comply with applicable federal, state, and local laws and regulations concerning employment and employee safety;
- to offer training opportunities for those whose needs and capabilities warrant such training;
- to be receptive to constructive suggestions that relate to the job, working conditions, Company quality initiatives, or personnel programs, policies, and procedures; and
- to establish appropriate means for employees to discuss matters of interest or concern with their supervisors or human resource representative.

### **Company Expectations**

The Company expects all of its employees to:

- deal with customers, co-workers, supervisors, management, subordinates, and suppliers in a professional, considerate, respectful, and helpful manner;
- demonstrate a positive and professional image of themselves as Company representatives;
- maintain regular attendance and punctuality; and
- be aware of and adhere to the policies, programs, and procedures adopted by the Company.

### **Managerial Responsibilities**

The Company retains the sole right to exercise all managerial responsibilities including, but not limited to:

- assign and supervise employees, coach, counsel, and initiate corrective action with employees as necessary;
- determine and change work starting and ending times and shifts based on customer needs;

- establish, change, modify in whole or in part, suspend, or terminate programs, policies, procedures, practices, rules and regulations as necessary;
- determine and change methods by which its operations are to be carried out;
- determine and change the nature, location, goods produced, services rendered, quantity, and continued operation and organizational structure of the business; and
- assign duties to employees in accordance with the Company's needs and requirements and to carry out all ordinary administrative and management functions.

Nothing in the above statements alters the employment-at-will relationship or creates an express or implied contract or promise concerning the existence of future programs, policies, procedures, or practices of the Company.

## **EMPLOYMENT**

### **Equal Opportunity Employment**

BOOMj.com, Inc. is an equal opportunity employer and exercises hiring and personnel practices as outlined by the Equal Employment Opportunity Commission (EEOC) and applicable state law. Therefore, it is the policy of the Company to ensure, implement, and follow fair and effective programs, policies, and procedures that support equal employment opportunity.

The Company provides equal opportunity employment (EOE) to all employees in all phases of employment, including applicants for employment. No person applying to or employed by the Company will be discriminated against for employment on the basis of race, religion, color, sex, age, national origin, handicap, veteran status, sexual preference, marital status, height, weight, or arrest record.

It is the responsibility of all employees to treat applicants and each other with respect, dignity, and equality.

If an employee has any questions regarding equal opportunity employment, they should contact the Administration and Accounting Department.

Employees of BOOMj.com, Inc. at every level will observe this policy.

### **Application Process**

All applicants for employment with the Company are required to complete in full and sign an Application for Employment in order to be considered for employment.

After the Application for Employment is completed and signed by the applicant, the Company is authorized to conduct reference checks and employment verifications on the prospective employee. All offers of employment, whether written or unwritten, are contingent upon favorable reference checks and employment verification results. Meeting such requirements does not constitute a guarantee or contract of employment with the Company.

Applicants are not subject to pre-employment polygraphs or asked for information regarding arrest, detention, or disposition of a law violation other than one for which the applicant was convicted or has a pending felony. Additionally, applicants or employees will not be required to sign agreements surrendering their rights to seek unemployment compensation, worker's compensation, report environmental hazards, or other legally mandated protections and/or benefits.

It is the practice of the Company to employ only persons over the age of seventeen for full-time positions. Applicants are required to certify that they will be at least age eighteen at the time employment would begin with the Company. Attainment of age eighteen is not a guarantee of employment with the Company.

The Company extends opportunities to qualified applicants and employees on a non-discriminatory basis.

Questions regarding the application process should be directed to a member of the recruiting team at (702)463-7000.

### **Employment-at-Will**

Employment with the Company is on an “at-will” basis. This means that either the employee or the Company may terminate the employment relationship at any time, with or without cause, with or without notice, for any reason not expressly prohibited by law. Any written or oral statement to the contrary by a representative or agent of the Company is invalid and should not be relied upon by any prospective or existing employee.

Nothing contained in this handbook should be construed as a contract of employment or guarantee of continued employment, but rather, employment with the Company is on an at-will basis.

Employees are prohibited from entering into a contract of employment with the Company unless it is in writing, approved and signed by an authorized Company executive.

### **Americans with Disabilities Act (ADA)**

BOOMj.com, Inc. is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Company’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability as long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to qualified individuals with a disability, as defined by the ADA, who have made the Company aware of their disability, provided that such accommodation does not constitute a hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job must notify the Administration and Accounting Department within 182 days after the need is known.

On receipt of an accommodation request, an Administration and Accounting department representative and the employee’s supervisor (customer, if applicable) will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Company might make to help overcome those limitations.

The Company will determine the feasibility of the requested accommodation considering various factors, including, but not limited to: the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Company’s overall financial resources and organization, and the accommodation’s impact on the operation of the Company, including its impact on the ability of other employees to perform their duties and on the Company’s ability to conduct business. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a

written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final. The ADA does not require the Company to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (e.g., eyeglasses, safety glasses, hearing aids, wheelchairs, etc.).

Employees or job applicants who have questions regarding this policy or believe that they have been discriminated against based on a disability should notify the Administration and Accounting representative. All such inquiries and complaints will be treated as confidential to the extent permissible by law. Federal law prohibits employers from discriminating against qualified applicants and employees who are able to perform the essential functions of their job and who have a disability protected and defined by the Americans with Disabilities Act (ADA).

The Company will not tolerate any form of harassment toward an applicant or employee with a disability, whether or not covered under the ADA. Any employee who participates in or takes part in creating a hostile work environment for an individual with a disability will be subject to disciplinary action, up to and including termination.

Applicants or employees will not be retaliated against for asserting their rights under the ADA.

### **Immigration Reform and Control Act Requirements**

The Immigration Reform and Control Act of 1986 (IRCA) requires that all employees complete and sign the employee information and verification section of Form I-9 (Employment Eligibility Verification) from the Department of Homeland Security on or before their date of hire.

In addition to completing and signing the form, the employee must present original and valid employment authorization and/or identification documentation to the designated hiring representative of the Company within three (3) workdays of the employee's date of hire.

If the appropriate documentation necessary to complete Form I-9 is not obtainable, employment will be suspended until it is available. Appropriate types of employment authorization and identification documentation are listed on the Form I-9.

In the event the employee's documentation is scheduled to expire during the term of employment, the employee is required to present updated and valid documentation certifying their right to work in the United States in order to continue employment. The designated representative for the Company will complete the re-certification section of the I-9 form as required.

All offers of employment, whether written or unwritten, and the continuation of employment with the Company is contingent upon the employee satisfying the IRCA requirements. Meeting such legal requirements does not constitute a guarantee or contract of employment with the Company.

Any questions should be directed to the Administration and Accounting Department.

## **EEO Status and Reporting**

Law requires the Company to regularly report the equal employment opportunity (EEO) status of its employees to the Equal Employment Opportunity Commission (EEOC).

At the time of employment, employees are asked to voluntarily provide information about their age, ethnicity, and job classification status. This information is used solely for government EEO reporting data and does not become part of the employee's personnel file or used in any way to influence hiring, promotion, or other equal employment opportunities.

## **Separation of Employment**

When termination occurs, all wages, benefits, and rights, as an employee will be terminated.

No employee will be terminated for reporting actual or suspended violations of a law or for participation in investigatory proceedings.

The Company reserves the right to require an employee to leave upon receiving a notice of resignation.

Contributory benefits, such as medical, dental, vision, optional life and long-term disability insurance benefits, if such benefits are in effect, cease effective the week ending date of the termination. Written notice of the employee's right to continue health, vision and/or dental coverage under the federal COBRA laws will be sent to the terminated employee's home. Company paid benefits, such as life and short-term disability insurance benefits, cease the last day worked.

Vacation days that are earned and unpaid at the time of termination will be paid. Vacation pay is not pro-rated.

All wages earned and due will be paid to the discharged employee as soon as the amount can be determined or during the next pay date.

All Company property should be returned immediately upon separation (e.g., Company equipment, credit cards, tools, keys, Employee Handbook, vehicles, ID badges, computers, cell phones, PDA equipment, etc.)

## **Rehire and Reinstatement**

Rehired employees will not retain former seniority or accrued benefits.

Reinstatement of a former employee permits retention of seniority for the purpose of vacation and benefits. The latest hire date will be used when more than one break in service has occurred.

If an employee separates from the Company and continues the same health, vision, and/or dental insurance plan through COBRA during the separation, the 30-day waiting period will be waived upon reinstatement.

Employees are subject to the Company policies in force at the time of rehire or reinstatement.

### **Personnel Files and Information**

Employees may review their personnel file not more than twice a year by submitting a written request to the Administration and Accounting Department.

Employees who have separated from the Company may request to view, during normal business hours, their personnel file up to one year after employment ends.

Employees are asked to help keep the Company informed about any changes that may affect their employment or benefit status, such as:

- name
- address
- home telephone number
- work location and/or telephone number
- marital status
- number of dependents
- emergency telephone numbers and contacts
- beneficiary changes
- authorized payroll deductions

The Administration and Accounting Department will control employment verifications. The Administration and Accounting Department will have the sole responsibility for responding to wage requests.

Written verifications of employment for banks and lending institutions will be completed only by written authorization from the employee.

## **EMPLOYEE PERFORMANCE AND CONDUCT**

### **Training and Development**

BOOMj.com recognizes the importance of training and development in maintaining a knowledgeable and effective workforce. The Company is committed to providing employees support through necessary education and training opportunities to do their job more effectively.

Employees are responsible for identifying their training needs. The Administration and Accounting Department is available to assist in finding appropriate training sources.

When an employee is instructed to sign-up for a job related class, the employee must notify the Administration and Accounting Department for instructions and forms.

### **Performance Appraisals**

Periodic performance appraisals are completed by your supervisor to evaluate your job performance and goals, both professional and departmental. The performance appraisal is an opportunity for you to receive constructive feedback in regard to your individual job performance and for you and your supervisor to discuss methods of achieving professional, departmental and Company goals. Performance appraisals may or may not result in a pay increase, but will be considered for purposes of other employment decisions.

### **Professional Conduct**

All employees are to act in a manner that complies with the legal, ethical, and moral standards of society. Each employee is responsible to protect the Company's reputation and to ensure that business is conducted in accordance with established state and federal laws. All documentation and other evidence of misconduct should be reported to the employee's supervisor or Administration and Accounting Department immediately.

Employees are to maintain a polite and respectful demeanor with customers and co-workers at all times, despite the acknowledged pressures of an active workday. The Company will not tolerate remarks or behaviors that are threatening, intimidating, inappropriate, discriminatory, coercive, insubordinate, or otherwise disruptive to business operations. Likewise, physical altercations are absolutely prohibited.

Employees are expected to utilize work time effectively, maintain high quality of work, and report any work delay problems and/or equipment failures.

Although it is impossible to identify every possible violation of standards of conduct, the following is a partial list of infractions that will result in disciplinary actions, up to and including termination:

- falsifying Company/Customer records, including application for employment;
- revealing confidential information of any kind;

- actual or attempted theft, fraud, embezzlement, or industrial espionage, including the aiding and abetting of the same;
- using Company/Customer equipment, material, time, or information for unauthorized purposes;
- failure to exert normal job effort on the job, wasting time, loitering, loafing, or sleeping on the job;
- abusing, destroying, or wasting Company/Customer property or equipment;
- bringing or handling weapons or explosives or violating criminal laws on Company/Customer premises;
- working under the influence of drugs or excessive alcohol, or bringing unauthorized alcohol or drugs into the workplace;
- immoral or indecent conduct;
- verbal, visual or physical conduct constituting sexual harassment or any of the harassment;
- threatening, intimidating, coercing, or using abusive language to others;
- fighting, “horseplay,” or other disorderly, disruptive or unruly conduct;
- creating or contributing to unsafe or unsanitary conditions;
- willful or repeated violation of safety rules;
- removing, altering or making inoperative any equipment or device designed to protect employees from injury and/or illness;
- excessive absenteeism or tardiness;
- performance that does not meet the requirements of the position;
- failure or refusal to follow the instructions of supervision;
- abusing personal telephone privileges during business hours;
- smoking in unauthorized areas;
- gambling, conducting games of chance, or possessing gambling equipment on the Company’s premises;
- inappropriate use of email, Internet, or computer systems.

Misconduct and situations not described above will be handled as warranted by the circumstances.

### **Business Practices**

Bribes, kickbacks, and other illegal payments to or from any individual with which BOOMj.com conducts business is prohibited.

Entries, either by insertion or omission, in the Company’s books, which are false, are prohibited.

Employees are not to be involved in situations that may involve a conflict of interest with the Company or the Customer.

### **Problem Resolution**

The Company expects its employees to attempt resolution to a job-related complaint, problem, or question through the simplest, quickest, and most satisfactory solution and

to maintain complete professionalism. Each employee, no matter what their position, has a right to present their complaint, free from discrimination or reprisal.

Employees are expected to seek a resolution to a job-related complaint, question, or problem by first discussing the matter with their immediate supervisor.

If their supervisor has not made satisfactory resolution within three (3) days, they should present their case to the Administration and Accounting, who will have the matter investigated, if necessary, and take appropriate action.

## **Harassment**

**BOOMJ.COM, INC. HAS A ZERO TOLERANCE HARASSMENT POLICY.**

The Company strives to provide a work environment in which all people are treated with dignity, decency, and respect. It is the policy of BOOMj.com, Inc., that its employees be free from harassment in any form. All forms of harassment are prohibited and will not be tolerated by the Company.

Sexual or other types of harassment (e.g., racial) in the workplace against any member of a protected class is illegal. It violates Title VII, the Elliot-Larson Civil Rights Act and various state fair employment laws. Employees are responsible for respecting the rights of their co-workers and for maintaining an environment free from hostility.

Employees and applicants who in good faith believe that they have been subjected to or witnessed unlawful harassment activity or behavior in the workplace (sexual or otherwise) are encouraged to promptly report this occurrence.

### Harassment Defined

Harassment may be defined as a verbal or physical conduct that degrades or shows hostility or aversion toward an individual for discriminatory reasons, such as: that person's race, gender, skin color, religion, national origin, age, or disability. Harassment may be a single incident or a pattern of behavior, which has the purpose or effect of creating an intimidating, hostile, or offensive work environment and unreasonably interferes with an individual's work performance.

### Sexual Harassment Defined

For the purpose of determining whether a particular act or course of conduct constitutes sexual harassment under this policy, the following definition will be used. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

- submission to such conduct or communication is made explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct or communication by an individual is used as the basis for decisions affecting an individual's employment; or
- such conduct or communication has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The following procedures apply to all forms of harassment, sexual or otherwise.

### Complaint Procedure

As in the case of other unfair employment practices, if an employee feels that he or she is being subjected to sexual harassment, the employee should promptly report the conduct to their supervisor or the Administration and Accounting. If the employee feels uncomfortable or believes it would be appropriate to discuss the matter with either of these individuals, they should report it directly to another member of BOOMj.com management team, who will undertake an investigation.

BOOMj.com will take appropriate steps to ensure that a person who in good faith reports, complains about, or participates in the investigation of a harassment allegation (sexual or otherwise) will not be subject to retaliation. The Company will also take appropriate steps to ensure that a person against whom such an allegation is made is treated fairly.

Any employee violating the policy will be subject to disciplinary action, up to and including termination. Additional civil penalties may be imposed for violating laws against sexual harassment and/or discrimination.

### Confidentiality

All harassment complaints will be investigated in a lawful, timely, and impartial manner. Maximum confidentiality will be maintained throughout the investigation process and information will be shared only on a need-to-know basis. Because of the sensitivity of harassment issues, all investigations will be designed to protect the privacy and reputation of all individuals concerned.

If the Company determines that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee.

### **E-mail and Internet Usage**

The e-mail and Internet systems are the property of BOOMj.com, Inc. The Company has provided them for use in conducting Company business. All communications and information transmitted by, received from, or stored in this system are Company records and property of BOOMj.com, Inc.

The e-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from BOOMj.com management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult their supervisor.

BOOMj.com policy against sexual or other harassment applies fully to the e-mail system. Any violation of this policy is grounds for discipline, up to and including, termination. Therefore, no e-mail messages should be created or sent which contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age,

national origin, disability, or any other classification protected by law. The e-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non job-related solicitations.

Employees are reminded to be courteous to other users of the system and to always conduct themselves in a professional manner. Users should write e-mail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on Company letterhead.

The Company has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to: monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users of the Internet, and reviewing e-mail sent and received by users.

Any employee violating the policy will be subject to disciplinary action, up to and including termination.

### **Standards of Appearance**

“Acceptable” attire is that which is consistent with a proper BOOMj.com, Inc. image. This includes clothing and accessories that are professional, neat, clean, tasteful, and appropriate.

Not all fashion trends are suitable for the work environment. You must look professional. There are many factors to determine whether or not your outfit is suitable. Business casual dress is permissible, however, your attire must continue to be professional and in good taste. Business casual should only be a step down from normal office wear.

Shoes must be worn at all times for health and safety reasons.

Employees may be asked to correct their attire if it is deemed to be inappropriate. Disciplinary action will be taken, if necessary.

### **Care of Equipment and Facilities**

All employees should be concerned with the care and safe use of Company owned equipment and facilities. Employees owe it to fellow employees to keep common areas, such as the kitchen and any available appliances, neat and clean.

### **Personal Belongings**

BOOMj.com recognizes an employee's desire to display mementos pertaining to their family or other personal items. While the Company cannot take responsibility for the safekeeping of these items, it welcomes employees to personalize their works areas for added comfort and pleasantness. However, the following guidelines must be observed:

- Safety comes first – no object can interfere with job safety, as viewed by management.
- Nothing can be displayed that (in the opinion of management) is derogatory to any person or system of beliefs.

## **SAFETY, SECURITY, AND HEALTH**

### **Safety Rules**

The Company believes that everyone should work in the safest environment possible. No employee will knowingly be required to work in an unsafe manner.

All employees are expected to make every effort to maintain safe working conditions. Employees are expected to act professionally and not behave in a way that could endanger the well-being of others.

Disciplinary action will be taken against employees who create or contribute to unsafe or unsanitary conditions.

Employees should familiarize themselves with the locations of extinguishers, alarms, and exits before an emergency arises.

### **Workplace Violence**

BOOMJ.COM, INC. HAS A ZERO TOLERANCE POLICY AGAINST VIOLENCE IN THE WORKPLACE.

It is the Company's policy to promote a safe work environment for its employees. The Company is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Acts of this kind will not be tolerated.

Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- causing physical injury to another person;
- making threatening remarks, direct or implied;
- aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- intentionally damaging Company property or property of another employee; and
- possession of a weapon while on Company property or while conducting Company business.

Responding to individuals or situations at risk for violence is a fundamental responsibility for everyone.

### **Emergency Contacts**

The Company will make reasonable attempts to contact the individual(s) designated by the employee in the event of an emergency affecting them. This information is requested on the employment application and is kept as part of the personnel file with the Company.

If employees are unsure about whether they have this information, or if they have changes to this information, they should contact the Administration and Accounting Department.

### **Worker's Compensation**

If you have been injured on the job or suffered an occupational illness, you may be eligible to receive worker's compensation as regulated by the state. You must first notify your supervisor of your injury or illness within a reasonable time frame.

Worker's compensation also provides survivorship benefits for your eligible dependents in case your death is caused by or through direct employment with the Company.

Self-inflicted injuries, injuries that are the result of intoxication or willful misconduct, may be subject to further investigation and may be excluded from worker's compensation.

If an employee has been injured or contracted an illness in the course of their employment with the Company, they will not be able to return to work without a doctor's release that includes restrictions, if any.

No employee will be disciplined or terminated because they have filed a complaint or caused a proceeding, testified, is about to testify, or has exercised any rights under or related to the Occupational Safety and Health Act of 1970 (OSHA).

Employees will not be terminated for reporting actual or suspended violations of a law or for participation in investigatory proceedings regarding worker's compensation claims.

Worker's compensation may run concurrently with the Family Medical Leave Act (FMLA).

### **Accident Prevention and Safety**

It is the policy of BOOMj.com, Inc. that accident prevention should be considered of primary importance in all phases of operation and administration. It is our goal to provide safe and healthy working conditions and to establish and insist upon safety practices at all times by all employees and our clients.

It is a basic requirement that the Company make safety an integral part of every employee's orientation and job function. Employees are obligated to comply with established safety regulations and procedures. The Company will make every effort to provide adequate safety training to employees, where necessary. If an employee has doubt about how to perform a job function safely, it is the employee's duty to ask a qualified person for assistance. Unsafe conditions must be reported immediately.

*Every injury that occurs on the job, even a cut or a light strain, must be reported to your immediate supervisor/manager as soon as possible.*

If an employee is injured, action must be taken promptly to see that the employee is provided with the proper care. Under no circumstances, except emergency visits to the hospital, should an employee leave the premises of employment without reporting an injury.

## Safety Guidelines

The key to preventing accidents is recognizing hazards and taking corrective actions. The following is a list of common areas of danger:

- Keep aisles, exits, stairwells, and doorways clear at all times.
- Clean up spills promptly. Make sure the floor is dry and without slippery residue.
- Make sure objects such as briefcases and wastebaskets are placed under the desk or against a wall – out of the way of traffic.
- Do not place electrical cords where people walk. However, if there is no alternative space for them, cover the cords with a special device that contains them and prevents tripping.
- When using stairs, hold on to the handrail. Climb one stair at a time.
- Do not run.
- Avoid carrying loads that could obstruct your vision.
- Lifting or Pushing
  - Evaluate the load before you lift an object. Know the weight and distance you will carry the object. Decide if you need assistance from other workers or material-handling equipment. **KNOW YOUR LIMITS!**
  - Always lift with the leg muscles, keeping your back as straight as possible. Do not twist your body; instead, shift your feet and turn your whole body.
- Hazards of Office Furniture & Equipment
  - Inspect chairs regularly for broken casters or other defects.
  - Avoid sitting down on the edge of the seat.
  - Do not tilt back in a straight chair or lean excessively back in a swivel chair.
  - Keep all chair casters or feet on the floor at all times.
  - Do not stand on any chair.
  - Adjust chairs, desks, and other office equipment to a position that will contribute to good posture and minimize stress on the body.
  - Turn off heat-producing appliances, such as heaters and laminators.
  - Cover sharp edges on office furniture.
  - Open file cabinet and desk drawers one at a time and then close them.
  - Store all heavy material in bottom drawers to avoid cabinet tipping.
  - Bookshelves and cabinets that are potentially unstable should be secured so they do not tip over.
  - Do not use the tops of tall cabinets and bookshelves to store heavy objects.
  - Return paper cutter blades to locked position after each use.
  - Secure guards on knife blades when not in use.

## Fire Hazards

Fires in offices are often caused by coffee pots, holiday decorations, and paper storage.

### ***Coffee Pots***

- ❖ Keep the coffee pot area free of combustibles.
- ❖ Place coffee pots on safe, stable surfaces.
- ❖ Be sure electrical cords are out of the way to prevent the pot from accidentally being pulled over.
- ❖ Unplug the pot at the end of the day, or place on a timer.
- ❖ Keep coffee pot and any other appliances away from sinks.

### ***Holiday Decorations***

- ❖ Do not use lighted (flaming) candles.
- ❖ Do not have natural Christmas trees.
- ❖ Use only UL-listed electrical devices.
- ❖ Unplug holiday lights at the close of each business day.
- ❖ Be sure that crepe paper, artificial trees, cotton flock, and similar materials are fire-retardant.

### ***Paper Storage***

- ❖ Store paper in metal file cabinets whenever possible.
- ❖ Paper stored in bookshelves should be stored in magazine boxes to limit the surface area and loose edges.
- ❖ Avoid permanent storage of combustibles in offices whenever possible.
- ❖ Do not shield combustibles from automatic sprinkler protection, e.g., under desks, tables, or shelves.

## **Drug/Alcohol Free Workplace**

The Company is committed to providing you with a workplace environment free of alcohol and drugs. Therefore, the following is prohibited in the workplace or on the property thereof:

- Unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance;
- Unauthorized distribution, dispensing, possession, or consumption of alcoholic beverages; and
- Misuse, abusive use, or unlawful distribution of prescribed medicines.

Employees suspected of being under the influence will be sent home for the remainder of the workday. A ride will be arranged with a family member, friend, or, if necessary, a co-worker. A “sober up” place may be substituted when a ride home is unavailable. Compensation will not be paid during a “sober up” period or when sent home early.

Violators will be disciplined up to and including termination and/or possible prosecution or rehabilitation requirements.

## **PAYROLL AND COMPENSATION**

### **Federal, State, and City Tax Withholdings**

The Company is required to deduct federal, state, and, if applicable, city income tax withholdings from employee paychecks. The amount of the withholding will be determined based on the withholding certificate completed and submitted to the Company by the employee at the time of hire.

The employee may change future withholding amounts by completing a new withholding certificate. If no certificate is received by an employee, the Company reserves the right to withhold at a standard rate allowable by law.

### **Social Security Benefit Plan Deductions**

BOOMj.com pays a percentage of taxable gross wages for Social Security to the annual maximum amount as well as a percentage of taxable gross wages for Part A Medicare Hospital Insurance. Federal law establishes these tax rates.

Social Security pays benefits to retired workers, disabled workers, and to the families of workers who have retired, become disabled, or died.

Medicare pays some of the costs of hospitalization, certain related inpatient care, and home health services. Medicare becomes available at the beginning of the month in which a person turns 65, whether they are retired or working. It also becomes available after a person has been entitled to Social Security disability benefits for two (2) years if they have a chronic kidney disease.

It is recommended that employees check on their account with the Social Security Administration (SSA) every other year by submitting the appropriate form to the SSA.

### **Payday**

Payday is every two weeks on Friday. The work weeks begins on Monday and ends on Sunday. One week is held in arrears to allow for payroll processing.

### **Overtime Pay**

In general, overtime pay for non-exempt (hourly) employees will be compensated per the respective state regulations, if this is silent at time and a half the regular rate of pay for time worked in excess of 40 hours per workweek.

Only time worked, not time off from work, is counted toward overtime. Therefore, holidays, days off used for vacation time, illness, jury duty, bereavement, leaves of absence, and personal and other paid and unpaid time off do not count as hours worked.

In general, employees must obtain approval from their immediate supervisor for overtime hours.

## **Lunch Periods**

Lunch periods are to be between 30 - 60 minutes long.

## **Reporting Time Worked**

The work day starts no later than 8:30 am and ends no earlier than 8½ hours after commencement. For hourly employees, a time sheet will be filled out per pay period.

## **Absence/Tardiness Reporting**

Regular attendance on the job is important to the Company's operation. Every employee is expected to report to work on time and work the scheduled hours. When the need to be absent from work occurs, employees must notify their supervisor on each day of absence prior to the beginning of their shift and provide a number where they may be reached.

An absence of three (3) consecutive unreported days will be treated as job abandonment.

## **Pay Corrections**

The Company takes reasonable measures and precautions to ensure that employees are paid accurately and timely; however, in the event an error should occur, the employee must notify the Administration and Accounting Department immediately. The Administration and Accounting Department will investigate, and if warranted, make every effort to correct the error no later than the employee's next pay period.

## **Direct Deposit**

The Company provides automatic depositing of the employee's paycheck into their choice of a savings account, checking account, or both. The employee may sign up for direct deposit of their paycheck at any time by completing and returning the required authorization form to the Administration and Accounting Department.

## **Unemployment Compensation**

The Company pays unemployment taxes based on covered payroll and the previous five (5) years of unemployment history.

Generally, if an employee terminates their employment, they will not be eligible to collect unemployment compensation.

Because unemployment laws vary by state, please contact your local state unemployment office.

## **Jury Duty and Eyewitness Testimony**

BOOMj.com will not fire, discipline, or threaten to discipline an employee for serving on a jury or responding to a summons.

Employees must work if jury duty/testimony does not last a full day or when they are not actually serving on a jury or testifying.

BOOMj.com may request a delay in the jury duty on the employee's behalf if they are called for jury duty while involved in a Company or Customer project, which could be adversely affected by their absence.

Employees will be compensated for time and travel expenses for witness testimony at the Company's request. Time is not compensated and travel or expenses are not reimbursed when testimony is not at the request of the Company, or in which the employee has a personal or financial interest.

## **LEAVES OF ABSENCE**

### **Vacation Pay**

Employees must be a full-time or part-time regular employee, not temporary, to be eligible for vacation pay.

Vacation is determined by an employee's length of service. Employees receive vacation pay as follows:

|               |          |
|---------------|----------|
| After 1 year  | 40 hours |
| After 2 years | 80 hours |

Part-time employees follow the same vacation accrual as full-time employees.

Vacation pay may be taken in four (4) or eight (8) hour increments.

Employees who have earned vacation must take the earned vacation time within twelve months of earning it or the employee will have deemed to have waived it.

If an employee separates from the Company for any reason, the employee will be paid for unpaid vacation time earned in accordance with the schedule above. Vacation time is not pro-rated.

### **Sick Leave**

At present BOOMj.com has no sick leave granted to employees.

### **Military Duty**

BOOMj.com will grant reinstatement rights to employees who leave their jobs to serve in any branch of the Armed Forces. They will also be granted short-term military leaves for reserve duty as required by the United States Military.

Reinstatement will be to the same or equivalent position with the same level of seniority, status and pay as when the employee left. The employee will retain the later of their original hire date or latest re-hire date.

The employee must apply for reinstatement within 90 days after an honorable discharge or release from hospitalization (provided hospitalization has not exceeded one year since discharge). If the employee is a member of the Reserve unit and was ordered to an initial period of at least 12 consecutive weeks, they must apply for reinstatement within 31 days from the date of their release from service.

If the employee is no longer qualified to perform the duties of the position and cannot be requalified with reasonable efforts, the Company will make an attempt to provide another position for which the employee is qualified.

If the employee is disabled upon return, the Company will make reasonable accommodations for the disability.

Employees will not receive compensation during a military leave. Benefits will cease during active duty. Employees may apply for reinstatement to be effective the date of discharge (proof of discharge date will be required). Qualified dependents will be offered COBRA coverage at the onset of leave. Employees will not be required to use vacation time while on active or reserve duty.

The employee should request and complete a Military Leave of Absence Request Form from the Administration and Accounting Department upon notification for duty.

### **Family and Medical Leave Act**

If an employee has been employed by BOOMj.com for at least 12 months and has completed 1,250 hours during the preceding 12 months, the employee may, upon request, qualify for a leave of absence under the provisions of the Family Medical Leave Act (FMLA).

An employee may be entitled to 12 workweeks of leave during any 12-month period beginning at the date of the event for the following reasons:

- birth of a child, and in order to care for that child;
- placement of a child with the employee for adoption or foster care;
- care of a spouse, child or parent who has a “serious health condition”; or
- their own “serious health condition” which makes them unable to perform the functions of the job.

When the employee and their spouse are both employed by BOOMj.com, they are jointly entitled to a combination of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a “serious health condition.”

The “serious health condition” must involve:

- inpatient care in a hospital or medical care facility; or
- continuing treatment by a health care provider (e.g., pregnancy and childbirth, cancer, appendicitis, pneumonia, and Alzheimer’s disease).

*Family and medical leaves of absence are unpaid time away from work.*

If foreseeable, the employee must give 30 days written notification of their intent. They must complete an Application for Family and Medical Leave obtainable from the Administration and Accounting Department. The application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave. Forms must be processed through the Administration and Accounting Department.

Employees will be provided a copy of “Your rights under the Family and Medical Leave Act of 1993,” prepared by the U.S. Department of Labor and “The Family and Medical Leave Act of 1993, U.S. Department of Labor Program Highlights.”

Employees are required to provide certification of a “serious health condition” from the health care provider in a timely manner.

Upon return from a qualified leave, all efforts will be made to restore the employee to their old position or to an equivalent position with equal pay and benefits.

Medical, maternity, and paternity leaves run concurrently with the Family and Medical Leave Act and count against the 12 weeks allowed.

During a medical leave of absence, the employee is responsible for weekly insurance deductions. Payment may be made in advance for the length of the expected leave or by sending a check made payable to BOOMj.com weekly or monthly. Insurance may be canceled as soon as the contributions are 30 days past due with a 15-day notice of cancellation. If insurance is cancelled, the employee may not be eligible for insurance benefits until the next open enrollment. COBRA coverage will be offered retroactively in the event that medical insurance is cancelled.

If the employee fails to return to work at the end of the leave for specified reasons, BOOMj.com may recover premiums paid for insurance coverage provided during the leave.

If the leave is for a “serious health condition,” the leave may be taken intermittently or on a reduced schedule “when medically necessary.” The Company reserves the right to temporarily transfer the employee to an alternative job with equivalent pay and benefits that better accommodates the recurring periods of leave.

The employee must complete a “Notice of Intent to Return from Family or Medical Leave” before they can be returned to active status. If the leave is due to the employee’s medical condition, certification to return to work from the health care provider is required. If the employee wishes to return from their leave earlier than planned, written notification must be given to their supervisor at least five (5) working days prior to the planned return.

Employees who fail to return upon the expiration of the leave will be subject to termination.

At the end of the disability period, employees must obtain a physician’s statement certifying that they are able to return to work with or without any restrictions. A manager may not allow an employee to work until a doctor’s release has been obtained.

### **Medical Leave of Absence**

Employees are responsible for notifying their supervisor as soon as it is practicable (30 days when possible) of the necessity for an impending medical leave or of the present inability to come to work, as in the case of a sudden accident or medical emergency.

*A medical leave of absence must be requested for any absence due to medical reasons that will exceed seven (7) calendar days.*

In addition, it is the employee’s responsibility to provide all medical documentation that may be requested in order to substantiate the disability, receive disability insurance

payments and establish the ability to return to work. Medical leaves of absence will run concurrent with short-term disability and the Family and Medical Leave Act (FMLA).

NOTE: If a medical leave is requested but is later not approved by BOOMj.com insurer as qualifying for disability payments, or the employee neglects to provide appropriate documentation as requested by the insurer during the course of an approved leave, all time absent from work that is not approved will be considered “unexcused” and will be treated as such.

If the employee is eligible for FMLA and is on approved medical leave for 12 weeks or less, they may return to the position held prior to the leave or to a reasonably comparable position with equal pay and benefits.

During a medical leave of absence, the employee is responsible for weekly insurance deductions. Payment may be made in advance for the length of the expected leave or by sending a check made payable to BOOMj.com weekly or monthly. Insurance may be canceled as soon as the contributions are 30 days past due with a 15-day notice of cancellation. If insurance is cancelled, the employee may not be eligible for insurance benefits until the next open enrollment. COBRA coverage will be offered retroactively in the event that medical insurance is cancelled.

The disability insurer reserves the right to ask employees to undergo a medical examination by a physician of the insurer’s choice in the event that the insurer, in its sole discretion, has reason to question the medical diagnosis contained in the physician’s statement along with the Short-term Disability Claim Form.

It is the employee’s responsibility to submit periodic physician’s statements as requested by the insurer or by the Company’s management. These may be required to preserve the medical leave status. Failure to submit requested documentation may result in the medical leave being converted to a separation as well as a loss in benefits. Employees must remain in contact with the Company’s management during the leave.

At the end of the disability period, employees must obtain a physician’s statement certifying that they are able to return to work with or without any restrictions. A supervisor may not allow an employee to return to work until a doctor’s release has been obtained.

The insurance carrier will compensate the employee consistent with the terms of the Company’s short-term disability plan. The disability insurer will be responsible for evaluating the sufficiency of medical documentation and for determining eligibility for disability payments.

### **Maternity Leave of Absence**

If an employee is affected by pregnancy, childbirth or other related medical conditions, she will not be treated any differently than any other employee with any other temporary disability.

Employees are expected to return to work six (6) weeks after a cesarean delivery unless medical reasons necessitate a longer leave or they have applied under the provisions of the Family and Medical Leave Act (FMLA) for a total of up to 12 weeks.

An employee, who has been employed by the Company for at least 12 months and worked at least 1,250 hours during the preceding 12 months, may apply for a leave of absence under the provisions of the Family Medical Leave Act (FMLA). Upon return, all efforts will be made to restore the employee to their original or equivalent position and pay as at the start of their maternity leave.

Time off for this leave is unpaid by BOOMj.com, however, the employee may qualify for short-term disability benefits. Unused and unpaid vacation time may be used during qualification period of the short-term disability benefits or the extended family leave, if any.

During a medical leave of absence, the employee is responsible for weekly insurance deductions. Payment may be made in advance for the length of the expected leave or by sending a check made payable to Financial Media Group weekly or monthly. Insurance may be canceled as soon as the contributions are 30 days past due with a 15-day notice of cancellation. If insurance is cancelled, the employee may not be eligible for insurance benefits until the next open enrollment. COBRA coverage will be offered retroactively in the event that medical insurance is cancelled.

### **Paternity Leave of Absence**

Male employees requesting a paternity leave will follow the guidelines for the Family and Medical Leave Act (FMLA). Disability benefits are not payable.

### **Personal Leave of Absence**

To be eligible, an employee must be a full-time employee, not part-time or temporary, with a satisfactory record of employment with the Company for a minimum of one year.

“Personal Leave of Absence” is defined as an excused absence *without pay* beyond ten (10) working days. An absence involving paid time off (e.g., vacation, medical leave, etc.) is not construed as a personal leave of absence.

Approval of a personal leave of absence is made at the discretion of management.

Unused valid vacation time must be used prior to the start of the leave of absence.

The length of a personal leave of absence may range from 10-60 consecutive calendar days.

Employees must be available to return to regular employment on or before the expiration date of the leave of absence unless an extension was requested in writing within three (3) business days in advance of the expiration of the leave. Extensions will not be binding until the employee has written confirmation of approval and will not extend the personal leave of absence over the total of 60 days.

The Company is under no obligation to hold the employee's prior position open during the term of their personal leave of absence.

When returning to work at the expiration of a leave, an employee will be eligible to return to their former position if vacant, or if not vacant, to the next available position of like status and pay for which they are qualified.

No loss of service credit with the Company will occur as a result of the leave, but no benefit credit will be accrued toward vacation for the duration of the leave.

The employee is responsible for the total insurance premiums due for medical, life and disability contracts from the effective date of the leave. The premiums must be payable to BOOMj.com, Inc. Insurance will be cancelled if the employee fails to pay the premium for 30 days with a 15-day notice of cancellation. Any unpaid premiums due upon the employee's return will be deducted from their first paycheck.

If the employee elects to cancel the above benefits, reinstatement will not occur until the next open enrollment period.

A personal leave of absence may not be granted if the absence will excessively disrupt the department's operations. A personal leave of absence may not be granted for purposes of other employment or to start another business. Such a leave is grounds for termination.

The employee must notify their supervisor at least two (2) weeks prior to the end of the leave to verify availability to return to work.

The Company will consider an employee's failure to return from a leave of absence, or present convincing reasons for not returning as arranged, as a voluntary quit.

A request for a personal leave of absence may be obtained from the Administration and Accounting Department.

## **COMPANY TRAVEL AND BUSINESS EXPENSES**

### **Travel Approval and Arrangements**

The Company will reimburse employees for reasonable expenses incurred when traveling on Company business. Receipts attached to an expense report must accompany travel expenses submitted for reimbursement.

Any employee requiring a travel advance for a planned business trip must contact the Administration and Accounting Department with the request. The employee will need to know the dates and destination of travel as well as the amount of money required.

*Employees traveling for the first time must contact their supervisor or the Administration and Accounting Department to create a travel profile.*

Expense reports detailing the trip should be submitted for the Company's approval within two (2) weeks of the completion of the trip. The amount of the advance is to be recorded on the expense report and subtracted from the total amount of the expenses.

Upon termination, employees must ensure that all travel advance reconciliations and expense reports are submitted.

### **Business Mileage Reimbursement**

Employees may be eligible for reimbursement for travel required for their job. Consult with the Administration and Accounting Department to determine the appropriate mileage reimbursement rate and requirements for submitting for mileage and expense reimbursement.

To be reimbursed, the employees must complete an expense report. Management must approve the expense report before it is submitted to the Administration and Accounting Department.

## **EMPLOYEE BENEFITS**

**The Company does not offer employees health benefits at this time.**

\_\_\_\_\_ (Employee Initials)

The Company provides employees with a well-balanced program of benefits that meets the needs of employees and provides protection from financial hardship. These benefits are reviewed regularly to ensure that they keep pace with those in the industry.

The terms and conditions of the benefit plans described are subject to change at any time by the insurer of the Company. The eligibility is determined by the contract with the insurance provider and cannot be altered by any BOOMj.com representative. Contact information for each insurance carrier is available with the benefits sheet; contact Administration and Accounting for more information.

Deductions for contributory benefits are taken concurrent with the hours worked and paid. Deductions will begin the Friday pay date after the effective date and will end the Friday pay date after the termination date.

### **Company Observed Holidays**

The Company provides employees with six (6) paid holidays each calendar year. The Company observed holidays are as follows:

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

BOOMj.com reserves the right to change the scheduling of when an observed holiday is paid.

Full-time, regular employees, who meet the eligibility requirements of 30 days of employment and work the scheduled day before and after the holiday, will be compensated at their normal pay rate for an eight-hour day. Employees must be actively at work, not on a leave of absence.

The Company recognizes that some employees may wish to observe, as periods of worship commemoration, certain days that are not included in the Company's holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not impose an undue hardship on the Company's business and if prior approval has been obtained from the employee's supervisor. An employee may request vacation pay, if available, or they may take such time off as an unpaid, excused absence.

The Company reserves the right to schedule work on an observed holiday. The employee will be compensated according to their pay schedule plus their holiday pay. Overtime will be paid only when an excess of forty (40) hours have been worked in any

given week. Hours worked does not include vacation or holiday paid unless otherwise specified in written agreements.

## **Medical Insurance**

Currently, the Company does not offer employees health benefits. Once a health benefit plan is adopted by the Company the following insurance related paragraphs will apply.

### **COBRA (Continuation of Medical Insurance)**

Any employee whose coverage ends due to a qualifying event will be offered the option to continue coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act).

Employees must continue the same plan as when employed.

The premium is 102% the cost of the contract, as allowed by federal law.

Qualifying events that entitle the former employee to COBRA coverage include: termination of employment (except for reason of misconduct), reduction of hours, death of an employee, divorce or legal separation, eligibility of dependent coverage ceases, or employee's entitlement to and participation in Medicare. In addition, COBRA will be offered when a medical leave of absence exceeds the short-term disability period of thirteen (13) weeks.

The former employee, their spouse and/or dependent(s) are eligible to receive COBRA for up to 18 months after coverage ends due to the employee's termination of employment or reduction of hours.

The former employee, their spouse and/or dependent(s) are eligible for an additional 11 months (29 in total) in the event of disability (as defined by Social Security requirements) from the date of the qualifying event.

The spouse and/or dependent(s) are eligible for up to 36 months for events such as the employee's death, their divorce or legal separation, the former employee's entitlement to and participation in Medicare, or a dependent child's ineligibility for benefits under the plan.

If a second qualifying event occurs, (e.g., you elect continuation coverage and a divorce occurs during the eligibility period) the newly qualified individual(s) have the option to continue coverage for a maximum of 36 months. Employees must notify the Company within 60 days of any subsequent qualifying event.

BOOMj.com will send employees, their spouse and/or dependent(s) notification within 14 days of a qualifying event.

Employees or their spouse and/or dependent(s) must complete the appropriate forms and return them to BOOMj.com within 60 days.

Employees, their spouse or dependent(s) must make the initial payment within 45 days after the return of the election for to the Administration and Accounting Department. The initial payment must include all premiums (from coverage termination to currently due).

Monthly premiums are due on the 1<sup>st</sup> of the coverage month. Cancellation of COBRA coverage will occur if the premium is not received within 30 days of the due date.

Failure to comply with any of the above noted time allowances as stipulated may result in termination and disqualification of COBRA coverage under the provisions of the Plan.

After COBRA coverage expires, employees or qualified dependent(s) may have conversion privileges through the medical insurance carrier.

### **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

HIPAA limits the circumstances under which coverage may be excluded for pre-existing medical conditions. Under the law, employees are entitled to a certificate that will show evidence of prior health coverage. Coverage under another plan may help an employee obtain coverage under the BOOMj.com, Inc. Plan without a pre-existing exclusion. If the employee has been covered by another plan prior to coming to work at BOOMj.com, Inc., they should contact the Administration and Accounting Department for more information.

Law requires BOOMj.com to:

- make sure that medical information that identifies you is kept private;
- give you notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

### **The Women's Health and Cancer Rights Act of 1998 (Janet's Law)**

The Women's Health and Cancer Rights Act of 1998 (Janet's Law) requires group health plans with coverage for mastectomy to provide for certain reconstructive services.

These services include:

- reconstruction of the breast upon which the mastectomy has been performed;
- surgery/reconstruction of the other breast to produce a symmetrical appearance;
- prostheses;
- reconstruction for physical complications that arose during all stages of mastectomy, including lymphedemas.

In addition, the plan may not:

- interfere with a woman's right under the plan to avoid these requirements; or
- offer inducements to the provider, or assess penalties against the health provider, in an attempt to interfere with the requirements of the law.

However, the plan may apply deductibles and co-pays consistent with other coverage provided by the plan.

### **The Newborns' and Mothers' Health Protection Act (NMHPA)**

The Newborns' and Mothers' Health Protection Act (NMHPA) states that group health plans providing childbirth coverage may not:

- restrict the hospital stay to less than: 48 hours for a vaginal delivery, or 96 hours for a cesarean section delivery;
- require the physician or other health care provider to obtain authorization from the plan or health insurer for the minimum length of stay;
- deny a mother or newborn child eligibility or continued eligibility to enroll or renew coverage under the plan solely to avoid these requirements;
- reduce benefits for any portion of a hospital stay required by the Act (48/96 hours) to less than those benefits provided preceding the minimum stay premium;
- directly or indirectly penalize (e.g., take disciplinary action against or retaliate against) or reduce or limit compensation of an attending provider because the provider furnished care in accordance with the requirements of the Act; or
- directly or indirectly provide monetary or other incentives to a provider or furnish care in a manner inconsistent with the requirements of the Act. For example, the plan may not make a financial offer to an attending provider to discharge a mother or newborn earlier than the 48/96-hour period.

If an employee should have questions about current plan coverage, please contact the Administration and Accounting Department.

### **Short-term Disability Benefits**

Coverage is effective the first day of the month following 90 days of full-time employment and ceases the day in which termination of employment occurs.

Active, full-time, regular employees, not part-time or temporary, are eligible for short-term disability coverage.

If eligible, employees will be provided with a Company paid weekly benefit of 100% of their weekly earnings up to \$300.00 per week and will extend up to thirteen (13) weeks (except for maternity) under the provisions of the Plan.

During a medical leave of absence, the employee is responsible for normal weekly insurance deductions, if applicable. Payments may be made in advance for the length of the leave, or the employee may send a check made payable to BOOMj.com, Inc. weekly or monthly.

COBRA coverage will be offered after the 13 weeks short-term disability benefits have been exhausted.

Benefits begin the 1<sup>st</sup> day and the 8<sup>th</sup> day of an illness.

The employee must be totally disabled and unable to work. Disability may not be the result of an occupational accident or illness. It is the policy of BOOMj.com, Inc. that short-term disability runs concurrently with the Family and Medical Leave Act (FMLA).

### **Maternity Leave Provisions**

The insurance carrier allows the employee to begin her maternity leave two (2) weeks prior to the expected due date unless conditions necessitate sooner. Benefits will start on the 8<sup>th</sup> day after the approved disability begins and will end six (6) weeks after a normal delivery and eight (8) weeks after a cesarean section delivery, unless conditions necessitate a longer leave.

A condition necessitating a longer leave will be brought before the carrier's medical review board for approval of extended benefits. Medical evidence that will satisfy a physician may not be sufficient enough for the medical review board.

Benefits will be reduced by the amount of Social Security benefits received for the same period of time.

This policy is subject to the provisions of the Plan.

### **Maintaining Employee Benefits While on Leave**

Employees are responsible for their normal weekly contributions for health insurance while on a medical leave of absence.

Employees are responsible for the entire premium for health insurance while on a personal leave of absence.

These contributions may be paid weekly, monthly, or in advance of the leave.

**ACKNOWLEDGMENT OF RECEIPT  
EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of BOOMj.com, Inc.'s Employee Handbook. I agree to read it thoroughly, including the statements in the *Introduction* describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from a member of the management team or from the Administration and Accounting Department. I understand that BOOMj.com, Inc. is an "at will" employer and as such, employment with BOOMj.com, Inc. is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Company (except the Chief Executive Officer, Chief Operating Officer, and/or the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this Handbook states BOOMj.com, Inc.'s policies and practices in effect on the date of the publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with BOOMj.com, Inc. for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to your immediate supervisor.

|                             |               |
|-----------------------------|---------------|
| _____<br>Employee Signature | _____<br>Date |
| _____<br>Employee Name      |               |
| _____<br>Witness            | _____<br>Date |

**ACKNOWLEDGMENT OF RECEIPT  
EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of BOOMj.com, Inc.'s Employee Handbook. I agree to read it thoroughly, including the statements in the *Introduction* describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from a member of the management team or from the Administration and Accounting Department. I understand that BOOMj.com, Inc. is an "at will" employer and as such, employment with BOOMj.com, Inc. is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Company (except the Chief Executive Officer, Chief Operating Officer, and/or the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this Handbook states BOOMj.com, Inc.'s policies and practices in effect on the date of the publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with BOOMj.com, Inc. for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to your immediate supervisor.

|                    |       |
|--------------------|-------|
| _____              | _____ |
| Employee Signature | Date  |
|                    |       |
| _____              |       |
| Employee Name      |       |
|                    |       |
| _____              | _____ |
| Witness            | Date  |