



BR Fitness LLC | Allied Fitness LLC | Allied Fitness 2 LLC, D.B.A.

**Anytime Fitness**

# **Employee Handbook**

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**ADDENDUMS - (Attached) INCLUDE:**

- Daily & Weekly Checklist
- New Hire Paperwork
- CPR Reference
- Correction Action Form
- Time Off Request Form

## INTRODUCTION

Welcome to Anytime Fitness! We hope you will enjoy your career as part of the Anytime Fitness family. We are eager to have you work with us to achieve our various company goals and objectives. By accepting your new position and becoming part of our team we expect your complete loyalty and your very best effort regarding your job related duties and responsibilities.

At Anytime Fitness, we believe to remain the leader in our industry, it is important to have a quality work force that is being paid competitive wages, receiving competitive benefits and working in a quality and safe work environment. We strongly believe in the team concept and only by working together can we continue to maintain our competitive advantage in the marketplace. We hope and fully expect you to be an employee who will embrace the following traits:

### **TOP 5 Traits in Being Successful at Anytime Fitness:**

1. Assertiveness – be confident in your role and the level of service we provide to millions
2. Self-Awareness – identify and use your strengths and reach out for help when needed
3. Empathy – listen and observe our customers feelings, and adapt accordingly to help
4. Problem Solving – identifying an issue (members/gym) and taking ownership to solve
5. Optimism – maintaining a sense of balance and positivity when things go awry

If you have questions which are not answered in your Employee Handbook, please immediately contact your supervisor or an officer of the company. You will find Anytime Fitness is a friendly place to work and that we will work with you however possible, within reason, to provide any information you might need to meet Anytime Fitness's work-related expectations.

Anytime Fitness is extremely proud of the progress we have made since our inception. We want you to be a proud member of the Anytime Fitness family and remember you are a critical part of our operation. Anytime Fitness's future success or failure rests solely in the hands of its employees.

Sincerely,

ANYTIME FITNESS

*Roger Yelvington*

Roger Yelvington, Owner

## PURPOSE OF HANDBOOK

Anytime Fitness (the “Company”) has prepared and distributed this Employee Handbook to give its employees a general overview of the Company’s policies, procedures and benefits. Although the Company intends to operate under these provisions, the Company reserves the right to make any revisions, modifications, interpretations, additions or deletions to the Handbook, as it may determine from time to time, in its sole discretion, to be appropriate and/or necessary. This manual is not all-encompassing or applicable in every situation. The Company retains the right to address each and every employment related “situation” on a case-by-case basis, in accordance with applicable law.

**NOTHING CONTAINED IN THIS HANDBOOK, OR ANY OTHER STATEMENT OF ANYTIME FITNESS’S POLICIES, INCLUDING ANY STATEMENTS MADE IN PERFORMANCE REVIEWS, IS INTENDED TO CREATE AN EXPRESS OR IMPLIED CONTRACT OR PROMISE OF CONTINUED EMPLOYMENT.** Instead, it represents the spirit with which the Company intends to address and resolve employment related matters. No employee of the Company, other than certain designated company officers, has the authority to enter into an employment contract with any individual on behalf of the Company. Any employment contract with the Company must be in writing and signed by authorized officers of the Company.

The Company encourages all employees to become familiar with this Handbook and to routinely consult the Handbook as questions may arise. Any additional questions should be directed to your supervisor or an officer of the company.

## **ARTICLE 1 - EMPLOYMENT POLICIES**

### **Section 1.1 - At-Will Employment**

While it is our hope that all employees will have a long, fulfilling and successful career at Anytime Fitness, neither the employees nor the Company are obligated to maintain the employment relationship for any specific duration of time, unless there is a valid contract to the contrary. Absent an employment contract (which can only be signed by the Owner), employment with the Company is “at-will”, which means employees may choose to end their employment with the Company at any time and for any reason, with or without advance notice and, similarly, the Company may choose to terminate the employment relationship at any time with or without cause, and with or without advance notice.

### **Section 1.2 - Equal Employment Opportunity**

Anytime Fitness is an equal opportunity employer. It is the Company’s policy to seek and employ the most qualified personnel in all positions and to provide an equal opportunity for all employees. In any aspect of your relationship with us, the Company does not unlawfully consider personal factors such as your race, creed, color, national origin, ancestry, religion, citizenship status, sex, sexual orientation, age, marital status, arrest record, conviction record or any physical or mental handicap you may have. In addition, as part of our employment relationship, the Company does not unlawfully consider your status as a disabled veteran or a veteran of the Vietnam era (if it applies), or membership in the national guard, state defense force or any reserve component of the military forces of the United States or any state. Our policy applies to all employment decisions, including promotion and training. We are committed to administering our business in a manner that will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, ancestry, sexual orientation, marital status, or any other protected characteristic under applicable law.

Each supervisor, manager and officer is responsible for the consistent application of our Equal Employment Opportunity policy. We have a commitment to regularly monitor our own equal employment opportunity performance, and promptly correct any problems that may develop.

The Company is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. As part of this commitment, the Company will not tolerate any form of harassment, verbal or physical, because of an individual’s race, sex, national origin, or any other protected characteristic. All employees are encouraged to bring forth any concerns or complaints to the attention of their supervisor or an officer of the company.

### **Section 1.3 - Reasonable Accommodations**

We at Anytime Fitness understand that certain employees with physical or mental disabilities (or handicaps) may need reasonable accommodation in order to perform the essential functions of their job. The Company encourages employees who believe they may need a reasonable accommodation to notify their supervisor or an officer of the company of their need so that the Company may consider the request in accordance with applicable laws.

### **Section 1.4 - Harassment**

Anytime Fitness is committed to providing a professional work environment for its employees. We want the workplace to be free from physical, psychological or verbal harassment. This commitment reinforces Anytime Fitness’s long-standing policy to offer fair and equal employment opportunity to every person. We also have an obligation to provide a work environment that is free from intimidation and harassment based on any legally protected characteristic as detailed in Section 1.2 above.

Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect is to create a hostile, offensive or intimidating work environment. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, which is based on a person's protected status, such as race, color, creed, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, military or veteran status, arrest or conviction record, use or nonuse of lawful products, or any other characteristic protected by applicable law. Harassment encompasses a broad range of behavior that can include, but is not limited to, the conduct outlined below:

*Physical or mental abuse;*

*Racial insults;*

*Ethnic slurs;*

*Religious slurs;*

*Unwelcome sexual advances or touching;*

*Sexual comments or sexual jokes;*

*Requests for sexual favors used as a condition of employment or affecting any personnel decision such as hiring, promotion or compensation.*

These behaviors are offensive and are inappropriate in any workplace. The Company will not tolerate any form of unlawful harassment, and we take our responsibility regarding this matter very seriously. Unlawful harassment of any kind is prohibited. Any employee who harasses another is subject to immediate discipline, up to and including discharge. It is the responsibility of officers, managers, supervisors and all employees to ensure that harassment never becomes part of the Anytime Fitness workplace.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal or visual conduct based on sex constitute sexual harassment when:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to, explicit propositions, sexual innuendos, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, the display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.

If you believe you have been harassed in violation of this policy, you should promptly report the matter to your supervisor, another supervisor or an officer of the company. We will promptly investigate your report. The information you provide will be shared only on a "need-to-know" basis. If your supervisor is involved in the alleged harassment, or, if for any reason you are not comfortable with approaching your supervisor or any other supervisor, we ask that you directly contact the Company Owner.

Likewise, if you become aware of another employee or co-worker who you believe is being harassed in violation of this Policy, promptly report your concerns as described in the preceding paragraph. All employees, whether victims of harassment or not, are expected to bring violations of this policy to the attention of the Company by informing one of the individuals described above.

If a customer or customer's employee treats you or another employee of Anytime Fitness in a

manner that might violate this policy, you should also report those concerns in the same manner as if a Company employee or Agent committed the harassment.

You may wonder what will be done to those individuals who violate this Policy. The Company will take appropriate disciplinary action against any employee found to have violated this Policy. Such discipline can range from termination of employment, suspension, demotion, pay cut, to warning. In the case of customer harassment, the Company will act promptly to remedy the harassment and prevent further occurrences. The Company will not tolerate any retaliation against anyone who, in good faith, makes a report of a violation of this Policy or who assists in the investigation of such complaint. Any Company employee who retaliates against another employee for making a complaint under this policy will be subject to appropriate disciplinary action.

### **Section 1.5 - Relationship with Co-workers**

The Harassment Policy just discussed includes unwelcome behavior or conduct of a sexual nature. Because of the significant responsibility that the Company has to make sure no harassment occurs in the workplace, you, in turn, are expected to use the common sense, good judgment and discretion to effectively manage any personal relationships at Anytime Fitness. The policies in this handbook apply to your conduct in the workplace regardless of whether you have a relationship with another employee outside the workplace.

### **Section 1.6 - Violence in the Workplace**

The Company is committed to providing a safe and healthy work environment free from any threats or acts of violence. The Company will not tolerate threats or acts of violence directed by an employee towards others. Violence is defined to include, but is not limited to, physical assault, aggressive behavior (either physical or verbal) directed at another individual, intentional destruction of Company property and intimidation through verbalized or implied threats and destruction of another's property. Any reported act or threat will be investigated as a serious violation of the Company policy. Any confirmed act or threat is grounds for disciplinary action up to and including immediate termination.

Any employee who has experienced a threat of violence or who has been a victim of an act of violence, either related to or on the job, should immediately make a report to a supervisor or an officer of the company. Reports can only be kept confidential to the extent reasonably possible. The Company will investigate all such reports and take appropriate action. When necessary, the Company will cooperate with local law enforcement agencies regarding any threat of violence or actual violence relating to a Company employee or to Company property.

### **Section 1.7 - Controlled Substance/Alcohol Policy**

The Company is committed to providing a drug-free workplace for the safety and security of its employees, its customers and the general public. Anytime Fitness reserves the right to perform drug testing and physicals on any employee prior to hiring and then randomly thereafter. An employee violates this Policy if the employee is found to be in possession of, under the influence of, and/or impaired by alcohol, illegal drugs or other controlled substances (including prescription medications) during work times or in work places. It is also a violation of the Policy to use, manufacture, sell, distribute, dispense or trade (whether for profit or not for profit) drugs and/or alcohol, or products designed to disrupt the testing for such substances, during working hours or while on Company premises, in Company vehicles, or while at or in our customers' premises.

The Company recognizes that certain employees must entertain customers and potential customers to successfully perform their jobs, and that such entertainment may include the consumption of alcohol. The use of alcohol, in these situations, does not violate this policy. However, an employee who becomes impaired by the use of alcohol does violate this policy. Also, the Company absolutely prohibits the



operation of a motor vehicle for business purposes while under the influence of alcohol. Employees are encouraged to seek voluntary treatment for alcohol and/or substance abuse. Participating in a treatment program, does not excuse or limit the employee's obligations to meet expectations established for all employees and/or to comply with this Policy.

a. Purpose

Employee involvement with drugs and alcohol, both on and off the job, can adversely affect job performance, jeopardize the safety of others and undermine confidence in our Company and its services and products. A comprehensive drug and alcohol policy is necessary to ensure that we continue to fulfill our responsibilities to our employees, our customers and the general public. Our goals and purposes of this policy are to establish and maintain a work environment that is free from the effects of drug and alcohol use.

b. Policy and Testing

Impairment from the use of alcohol or the misuse of prescription drugs, and the use, possession, transportation, promotion or sale of illegal drugs during work time or while on Company premises is absolutely prohibited. The Company prohibits all employees from using illegal drugs at any time or being impaired by drugs or alcohol while on Company property or on Company business. Any illegal drug use or possession (including the misuse of prescription medication) is a direct violation of this Policy. Any employee who violates these rules shall be subject to discipline, up to and including discharge. The term "Company Premises" is used in its broadest sense and includes all land, property, building, structures, parking lots, and means of transportation owned by or leased to the Company. The Company reserves the right to search employee property whenever it has reasonable cause to believe a violation is being or has been committed. Prior notice of such searches need not be given and employees should have no expectation of privacy as it relates to, offices, desks, lockers or private vehicles on Company property.

The Company reserves the right to require drug and/or alcohol testing at the Company's expense, to determine drug and/or alcohol use in the situations described below. No test will be administered without the consent of the employee. However, if an employee withholds consent to such testing or refuses to release the test results to the Company in its administration of the Policy, the Company may discipline the employee up to and including discharge. Any employee ordered to take such a test must report to the testing facility immediately upon being instructed to do so. The results of such tests shall be considered confidential.

If an initial screening test shows the presence of alcohol, prescription drugs or illegal drugs, or the presence of an adulterant (a product intended to disrupt the efficacy of the drug testing process), the sample will be re-tested through a confirming test at the Company's expense. The Company reserves the right to require drug and/or alcohol testing in the following situations:

i. Reasonable Suspicion Testing

Significant and observable changes in employee performance, appearance, behavior, speech, etc. which provide reasonable suspicion of the presence of drugs or alcohol, are grounds for requiring an evaluation which may include the testing of a body substance sample. Such basis for reasonable suspicion can include, but are not limited to:

1. Excessive absenteeism or tardiness
2. Declining performance
3. Suspect behavior, e.g. stumbling, slurred or incoherent speech, apparent confusion in orientation, emotional outbursts, inability to perform normal job tasks, the unsafe handling of equipment or the observation of behavior such as drinking alcohol or using some other drug.

ii. Post-accident

An accident or serious near-miss where the accident (or potential accident) involves or could have involved: bodily injury or an employee requiring medical treatment or loss of work time; bodily injury to any customer or third party regardless of severity or need for treatment; or damage to any Company vehicle or property or the property of any customer, employee or third party.

iii. Rehabilitation

Testing may occur as part of or as a follow-up to counseling or rehabilitation, if the employee has entered into treatment.

An employee taking medication prescribed for him/her must maintain the medication in its original container identifying the drug, dosage, date of prescription and authorizing physician. For safety and health reasons and to avoid misunderstandings, an employee taking a prescription drug or other medication that may affect work performance must inform his/her supervisor and discuss with him/her any work restrictions that should be observed while taking the prescribed drug. This information shall be shared only on a need-to-know basis. Employees should not be on duty or on Company premises while in possession of or under the influence of a drug prescribed for someone else, or while taking a medication other than doctor's recommendations.

### **Section 1.8 – Anytime Fitness's Open Door Policy**

Anytime Fitness has had a successful relationship with its employees since its inception. Anytime Fitness is proud of its competitive pay and benefit package, fair personnel policies, and effective management. The focus is on you and your working environment, not on national averages. The Company is proud of its history of successful operations and problem resolution without needing to involve third parties.

To ensure that every member of the Anytime Fitness family has an opportunity to be heard, open communication is available to all employees on a uniform and impartial basis. The Company has an open door policy for all employees, which provides an internal procedure to present work-related concerns, ideas or suggestions. This open door policy is designed to encourage employees to communicate their concerns, ideas, or suggestions to their supervisors and also to provide them with the option of carrying their concern to the next level of management, an officer of the company without retaliation or fear of retaliation. This open door policy is intended to provide effective communication within the Company, but is not intended as a contractual right to any due process or formal process.

This open door policy means that you have the right to make an appointment with any member of the management team. Keep in mind that employees are busy and sometimes may not be immediately available. If you try to contact an officer and they are not available it may mean that the person you wish to speak to is in a meeting or working on an urgent matter. Please be patient and arrange a specific time to meet with that person.

If your problem or issue is specific to an individual, we ask that you try to resolve the issue on an informal basis with the specific person first. If you cannot resolve the situation with the individual please talk to your direct supervisor. If your direct supervisor cannot help, he or she will recommend the best member of the management team to talk to.

- **First** -- The employee should discuss the matter with his/her supervisor (unless, due to the nature of the matter, the employee cannot discuss it with his/her supervisor, then the employee should discuss it with the next level manager). The supervisor should act to resolve and answer the concern.

- **Second** -- If an employee feels a concern, idea, or suggestion has not received the attention it deserves, the employee should attempt to resolve the matter with the next level of management.
- **Third** -- If none of the above actions have satisfactorily resolved your issue, you may ask to meet with the owner, Roger Yelvington, directly.

An officer of the company is available to assist all employees at any time and with any level of management in pursuing the resolution of a matter under the open door policy. Upon request, an officer may also assist the manager/supervisor in understanding reasons for the matter raised through the open door procedure and provide guidance and information on policies, benefits, etc.

#### **Section 1.9 – No Weapons Policy**

The Company does not permit any individual to carry weapons, concealed or otherwise, at any of its locations. Such weapons include, but are not limited to, handguns and any weapon including handguns, switch blades, knives, etc. If a properly licensed weapon or ammunition is stored pursuant to local laws in an employee's own vehicle on the grounds of the building that vehicle must be locked at all times. No weapons may be carried in any personal vehicle of any employee if such employee is traveling on Company business. Any violation of this policy may subject the offending employee to discipline up to and including discharge. Customers and invitees who violate this policy may be banned from the Company's premises. The Company will not condition employment on the fact that an employee or a prospective employee holds or does not hold a license to carry a concealed weapon ("CCW"), nor will the Company otherwise discriminate against employees in any terms or conditions of employment based upon their lawful use and ownership of firearms. Any employee who sees any violation of this policy is expected to bring it to the attention of their manager, or the Owner and notification can be done anonymously if desired.

## **ARTICLE 2 - EMPLOYMENT GUIDELINES**

### **Section 2.1 - Your Personnel File**

Your employment application provides the core of the information that we initially gather about you when you join the Company. As you may recall, as part of your employment application process, you signed a Waiver and Authorization allowing Anytime Fitness to contact your previous employers and investigate any information that you provided on your application. This data, together with the other documents you sign at the beginning of your employment, plus all of the other records that are generated as you build your career at Anytime Fitness, is kept in your individual file at our corporate headquarters.

As an employee of Anytime Fitness, you have a right to have the privacy of your personal information protected. When you applied for your job, we asked you a variety of relevant personal questions. We hold in confidence information we obtain during the application process or during your employment. We will not divulge personal information we have about you to any person or organization outside the Company without your written permission or unless required by law.

Only your present or a potential supervisor, management team members and officers of the company have access to your records. Of course you also have the right to examine the content of your file. To do so, ask your supervisor or officer of the company, who will arrange for you to review your file within seven working days of your request. You can also ask for copies of the records in your file. With advance notice, you will be charged a nominal duplication fee for each page of records that you request.

Some documents are not included in the review process of your file. By way of example only, these items include: telephone or written reference checks; records relating to any criminal investigations; career development plans, psychological reports and all other records that relate to staff planning, promotions and future compensation; personal information about someone other than yourself, if disclosure would be an invasion of that person's privacy; and records relating to a pending claim between you and Anytime Fitness that could be legally "discovered" in the normal course of a judicial action. If you believe that there's an error in your personnel records, you can submit a written correction to the file. No one is allowed to remove or alter documents that are in your file.

From time to time you may want to purchase a home or auto, apply for a line of credit or have other dealings with people or organizations that will require us to verify certain information that you've provided for them. Be sure to give your direct supervisor written permission to release the information you want verified and the names of the parties who should receive that information. The earlier you provide these written directions, the faster we can respond to verification requests.

### **Section 2.2 –Personal Appearance/Dress Code**

Your appearance reflects the Company's image to the public as well as to our customers and visitors. All employees are expected to be clean and to be concerned with good personal hygiene. An unkempt appearance can offset positive qualities and negatively reflect upon the Company's image.

Company provided shirts must be worn at all times. During winter months, a matching long sleeve shirt may be worn underneath the Company provided shirt. Pants must be black in color, and either "gym style" pants or dress pants. During summer months, black or khaki hemmed shorts are approved. Length must be 8" or closer to the knee. Formal business attire may be required when you are visiting a customer site as a representative of Anytime Fitness. Hats of any kind are not permitted. The Company will exercise discretion in matters concerning dress and appearance and reserves the right to request a change of clothes in the event an employee's choice of attire is inappropriate. The Company further reserves the right to determine that excessive visible piercings, extensive or inappropriate visible tattoos, hickies, excessive or inappropriate makeup or hair styling are inappropriate and may request

changed attire, removal or alteration in order to correspond with the image the Company has developed.

### **Section 2.3 - Visitors at Anytime Fitness**

A clearly-defined visitor's policy works hand-in-hand with our emphasis on protecting proprietary information. Only Anytime Fitness employees, authorized business visitors, members, and direct potential members are allowed on Company premises.

A Company employee should escort visitors at all times (with the exception of a visiting member). Although it's not always practical to do this, such as when contractors, etc, are on the premises, we always try to make sure that visitors are escorted or monitored. In the case where visitors are not in the presence of an escort, at all times, the manager or supervisor responsible for the visitors should make periodic checks to make sure that there is no unauthorized exposure to confidential information. Managers and supervisors are also expected to question, in a very polite manner, anyone whom they do not recognize as active employees or escorted visitors.

### **Section 2.4 - The No-Solicitation Rule**

Solicitation for any cause or distribution of literature of any kind during work time is not permitted. Nor may an off-duty employee solicit a working employee for any cause or distribute literature of any kind in work areas. People who are not Anytime Fitness employees may not solicit for any purpose, or distribute literature of any kind, on Company premises at any time. (We define work time as the time when the soliciting or solicited employee should be working. Work areas include all places where employees regularly work, confer or conduct business.) This rule is in place to prevent disruptions, interference with work, safety hazards and inconvenience to employees. Exceptions to this policy must be approved in advance by a supervisor or officer of the company.

### **Section 2.5 - Personal Financial Affairs**

It is Anytime Fitness's policy to avoid becoming involved in the personal financial affairs of our employees. On rare occasions we must become involved because of a legal action - a summons, assignment, judgment or pay garnishment - taken against one of our employees. It is important for you to know that the Company will not loan money to employees for any reason(s) whatsoever.

### **Section 2.6 - Equipment and Materials**

Because our Company is in such a competitive business environment, it is absolutely necessary for us to control costs wherever reasonably possible. To that end, it is very important for you to use all materials, supplies, and equipment in an extremely careful manner so that we can minimize lost time and increased costs associated with the improper handling and use of such items. Please be aggressive in helping to minimize these hidden costs so that we can continue to be as price-competitive as possible. Quickly fix and repair any equipment breakage as soon as you notice it. Quick action will increase your and the Company's success.

Do not remove any tools, materials or equipment from Company premises without the written permission of your supervisor. In addition, do not, under any circumstances, assume something is worthless and therefore can be taken from the gym without permission.

Certain employees' job description requires that they travel for business purposes. Any employee whose job description requires travel will be required to maintain a valid driver's license at all times, have access to a reliable vehicle at all times and maintain appropriate insurance. The Company does not reimburse for employee travel expenses. Please consult your tax advisor on how to treat these expenses on your personal tax return.

## **Section 2.7 – Telephone Use**

### **a. Business Calls**

The telephone plays an indispensable role in our business. In keeping with our emphasis on consistently and professionally serving our customers, please answer the phones in your area promptly and courteously. Identify yourself and ask how you can help the caller. Callers often judge the entire Company by the way one person treats them. That person may be you.

### **b. Personal Calls**

As in most companies, employees who have desk phones should reserve them for Company business only. If you desire to use a Anytime Fitness telephone for any personal calls, you must obtain prior approval from your supervisor. Incoming personal calls that are not an emergency can be returned at an appropriate time.

### **c. Personal Cell Phones**

Personal cell phone use is prohibited during work times. This includes voice calls, text/instant messaging, and Internet use. **Cell phones are prohibited on fitness floor, and should not be visible in the office.**

## **Section 2.8 – Outside Employment/Continuing Education**

You may accept part-time outside employment or continuing education in addition to your work at Anytime Fitness only if you meet the following conditions:

*Your outside employment is not for a competitor of Anytime Fitness or in a competitive field of endeavor that is directly or indirectly in competition with Anytime Fitness;*

*Your supervisor rates your performance at or above standard.*

*Your other job does not in any way negatively affect your attendance, punctuality or performance at Anytime Fitness;*

*You notify your supervisor, who obtains written permission for you from an officer of the company;*

*And, your outside employment does not place Anytime Fitness or the other Employer in violation of any applicable laws.*

The Company expects that, in the event of a conflict, your first allegiance will be to Anytime Fitness. Your outside employment should not interfere with your ability to perform your job at Anytime Fitness .

## **Section 2.9– Legal Authority**

Only Company officers and specific authorized managers may make written or oral commitments that are binding on Anytime Fitness. Commitments or guarantees to customers, distributors, employees, government or legal officials or other people who have a business relationship with the Company should never be made unless and until the issues involved are thoroughly reviewed with the appropriate Company officers.

## **Section 2.10 – Tobacco Use**

Anytime Fitness, Inc. is a tobacco-free facility. Our policy is reflective of the changing environment in which we work and live. It is reflective of more than just courtesy, it is a matter of health and as such, the use of tobacco or tobacco like products to include those that necessitate spitting will not be allowed to be used in the building. Failure to follow this policy will result in disciplinary actions, up

to and including termination if appropriate.

### **Section 2.11 - Safe Working Conditions**

All of us want to work in a safe setting. To attempt to safeguard our employees, Anytime Fitness has developed a successful Safety Program. The continued success of our Safety Program requires that each of us recognize safety is the responsibility of both the employer and the employee. We all must fulfill our safety responsibilities and together we must spearhead this effort.

Anytime Fitness has installed and maintains protective devices on all equipment requiring protective devices. Please know what these devices are and learn how to use them. If you notice a safety hazard that you can not immediately correct, promptly report it to your supervisor or officer of the company.

Good housekeeping is crucial. A clean work area contributes significantly to everyone's safety. Failure to comply with the following provisions may result in discipline. All employees are responsible for making sure the facility is clean at all times. Our business model is defined as a CLEAN upscale fitness center. Employees should straighten up and perform necessary cleaning at the beginning and end of each shift as well as periodical checks throughout their shift.

### **Section 2.12 - Accidents and/or Injuries**

The intent of this Section 2.12 is to make you aware that it is your responsibility to report all accidents and/or injuries by filling out an incident report, scan and email it to your supervisor and the Owner immediately, and Anytime Fitness understands its responsibility to appropriately handle any reported accidents and/or injuries. Please do not take chances. Immediately report all accidents and/or injuries to your supervisor or officer of the company. No matter how insignificant an injury may seem to you, serious complications can result from what appears to be a minor injury.

### **Section 2.13 - Medical/Exam Records**

A post-job offer physical examination at Company expense (which includes drug and alcohol screening/testing) may be required as a prerequisite for beginning the performance of work with the Company. The purpose of this examination is to ensure you can perform the essential job functions with or without reasonable accommodation.

You have the right to authorize another person to examine your medical records or toxic exposure records. However, you must provide the Company with written authorization specifically naming the person before he or she can examine your records.

### **Section 2.14 - Your "Right to Know"**

You have a right to know which substances in the workplace could pose hazards if they were to be spilled or otherwise mishandled. The more you know about the materials you are working with, the less chance there will be of an accident. You should ask to read the appropriate material safety data sheets for all new chemicals you may encounter.

### **Section 2.15 - Building Security**

At Anytime Fitness we want all of our employees to feel safe and secure on the job. We ask that you use doors as marked and stay out of locked areas or restricted areas where you do not have a work-related reason to enter.

## **ARTICLE 3 - ETHICAL RESPONSIBILITIES**

### **Section 3.1 - Confidential Information**

One of Anytime Fitness's strengths is our unique sales tactics, marketing materials and products/equipment and ways to make those materials and products work together for our company's success. Some of our unique materials, products and ideas are kept as closely guarded proprietary information, also known as trade secrets.

Most likely you are going to come into contact with some of this confidential information as you carry out your job related responsibilities. Examples include development and engineering plans, sales methods, customer lists, membership numbers, club financials and many other items. **IT IS ABSOLUTELY CRITICAL THAT YOU KEEP THIS INFORMATION CONFIDENTIAL AT ALL TIMES, INCLUDING AFTER YOUR EMPLOYMENT WITH ANYTIME FITNESS ENDS.**

The potential loss -- both to you and to the Company -- could be significant if our competitors gain access to proprietary Anytime Fitness information. By accepting employment with the Company, you assume an obligation to maintain confidentiality, even after you leave the Company's employment. All employees are reminded that, unless otherwise authorized in writing by an officer of the Company, they are to keep all Company data confidential and prevent its disclosure to outside parties and to other employees who have no need to have such information to perform their duties for the Company. No one is permitted to remove or make copies of any of the Company's records, reports, documents, notebooks, data files, computer disks or any other form of proprietary information without prior written approval of the appropriate officer of the Company. Any and all confidential documents and computer disks must be kept under lock and key when left unattended. Employees must abide by these same rules with regard to confidential information of those with whom the Company does business.

Any improper transfer of material or disclosure of information constitutes unacceptable conduct. Any employee who engages in such a practice will be subject to, but not limited to, disciplinary action up to and including termination. When you join Anytime Fitness you agree, among other things, not to directly or indirectly disclose confidential information to others without the written consent of the Company. In addition, you also agree that any confidential records or documents you prepare are the sole and exclusive property of Anytime Fitness. Lastly, among other things, you also agree, that if your employment with us ends for any reason, you will not compete with the Company for at least a minimum of 6 months for any in any related competing business that operates within 5 miles from the Company gym address. If you are unsure whether certain information is confidential, err on the side of caution and assume it is. When you are in doubt, check with your supervisor or the Human Resources Department.

#### **NON-COMPETE CLAUSE:**

By signing this agreement, you are acknowledging to and agree to:

A. Best practices, sales information, strategy, pricing and all related items learned will be kept confidential

B. Any current or future business gained with prospects, clients or members as a direct or indirect result of the Trainer's work with the Anytime Fitness will be kept on site. Any exceptions must be signed and approved by Anytime Fitness. Violation of this non-compete can result in immediate termination of this contract as well as the immediate collection of up to 100% of all billed services rendered. Trainer agrees to pay all legal fees associated with this collection. This non-compete will expire 12 months after the final day of contracted work between the two parties.



### **Section 3.2 – Creative Works**

You may be asked to disclose in writing to the Company all inventions, ideas, discoveries, developments, improvements and innovations, regardless of whether they are patentable (collectively the "Inventions"), and all copyrightable works, including without limitation computer software designs and programs ("Creative Works"), conceived, made or developed by you, whether solely or together with others, during your employment and during the one-year period following the termination of your employment for any reason. The purpose for this disclosure is that all Inventions and Creative Works conceived, made or developed by you while an employee of Anytime Fitness, whether during the time you are employed by the Company or otherwise, that (a) relate directly to the business of the Company or to its actual or demonstrably anticipated research or development, or (b) result from your work for the Company, or (c) involve the use of any equipment, supplies, facilities, Confidential Information or time of the Company, **are and shall remain the exclusive property of the Company.**

All employees must assign all rights, title and interest in any and to all such Inventions and Creative Works to the Company. You will not be required to assign rights to Inventions or Creative Works which you develop on your own time without using the Company's equipment, supplies, facilities or Confidential Information, unless they relate directly to the Company's business, or its actual or demonstrably anticipated research or development, at the time of conception, or result from any work performed for the Company by you.

Generally, the Company's rights to the Inventions and/or Creative Works include all known rights throughout the world, including but not limited to the exclusive right to disclose, publish, transfer, assign and/or modify the Inventions and/or Creative Works in original, altered or other form. You will have no right to compensation with respect to any Invention and/or Creative Works which fall under this provision. The rights of the Company in and to the Inventions and/or Creative Works continue after your employment has been terminated for any reason.

### **Section 3.3 - Conflicts of Interest**

Anytime Fitness operates efficiently, economically and ethically. In accordance with this, Anytime Fitness employees must avoid business activities and personal investments that are detrimental to the Company, to its shareholders, to its customers and to other employees. Also, employees must avoid making business decisions that would result in personal gain at the expense of the Company. Avoiding conflicts of interest is particularly important for management and exempt employees of the Company.

We don't accept any direct or indirect fees, commissions or other material benefits -- except on behalf of Anytime Fitness -- for the purchase or sale of company property or services.

Unless you receive written permission from the Owner of the Company, you may not be a director, officer, and partner or have an equity interest in any enterprise that is directly or indirectly involved in the activities of:

*A securities dealer or investment banker that you know is doing business with the Company;*

*An insurance agency that you know is providing insurance services to the Company;*

*An ad agency or legal or accounting firm that you know is doing business with the Company;*

*Any other business that you know is supplying material, equipment or services to the Company.*

*Any business that sells or markets any dietary supplements, training, fitness materials or apparel.*

### **Section 3.4 - Improper Payments**

Common sense, as well as Company policy, mandates that we are strictly prohibited from using Company assets for any unlawful or improper purposes. All of the Company's assets, liabilities, revenues and expenses have to be properly recorded in our books and records. False or fictitious entries are, naturally, forbidden, and all entries have to reflect the true nature of the transaction.

If you ever become aware of the possibility that this policy is being violated, you have an ethical responsibility to share your concerns with Anytime Fitness's Owner who can investigate and see that proper corrective action, if any is needed, will be taken.

### **Section 3.5 - Business Expense Account Policy**

All Anytime Fitness employees are reimbursed for any actual expenditures they incur while conducting Company business. Those expenses have to be reasonable in nature, reasonable in amount, in most cases approved in advance and meet our ethical and legal standards of conduct. Expenses can, but may not necessarily include transportation, meals, phone calls and other approved expenses. Make sure you keep receipts and accurate records of all reimbursable expenses that you incur.

Your supervisor can help you fill out the appropriate expense vouchers and reports, as well as answer any questions that you may have about business expenses. All reimbursed expenses must be backed by receipts including expenses paid for through petty cash. All charges on the Company credit card must be approved before any and all use. All receipts must be scanned and emailed to your supervisor for approval for reimbursement.

### **Section 3.6 - E-Mail, Communications and Equipment**

Given the importance of technology to our business, it is imperative that we maintain the highest standards for use of the Company's technological equipment. This portion of the Handbook is intended to provide employees with guidance concerning use of the Company's electronic communications systems which include, but are not limited to, its desktop and portable computer systems, access to the Internet and World Wide Web, facsimile machines, voice mail, e-mail, Intranet, and telephone systems. This Policy applies whether those systems are accessed from Company premises or from off-site.

#### **a. Business Use**

The Company's electronic communications systems are business resources. Playing games on the Company's computers during working hours, spending work time on the Internet for personal purposes, and making or receiving personal telephone calls in a manner which interferes with the Company's interests are examples of improper uses of the Company's electronic communications systems. In addition, use of the Company's exercise equipment and tanning facilities may only be used during non work hours. Members should also always have first rights and access to the equipment.

#### **b. Personal Advocacy**

The Company's computer system may not be used to advance individual views about non-business matters. For example, you may not use Company computers to post your personal views on the Internet or Intranet; please utilize your own computer equipment and access provider for such purposes.

c. Non-Solicitation/Non-Distribution

The Company's electronic communications systems are considered to be working areas of the Company. The Company's electronic communications systems may not be used for solicitation or distribution of literature for non-Company business or activities.

d. No Use of False Identities

You may not use the Company's electronic communications systems in a manner to attempt to hide your identity or appear the communication was sent by someone else.

e. Offensive Materials Prohibited

Utilizing the Company's electronic communications systems to transmit, download, view, send or save offensive material is prohibited. Examples of offensive materials include, but are not limited to, pornography, sexual comments, racial or ethnic slurs and jokes, offensive images and other materials which could create a hostile environment based on race, color, creed, sex, age, sexual orientation, national origin, ancestry, disability or other characteristics protected by applicable employment law.

You should know that if Anytime Fitness discovers illegal activity, it is required to report the activity to the appropriate authorities immediately without prior notification to you.

f. No Harassment Permitted

The Company's electronic communications systems may not be utilized to harass any employee, vendor, customer or other person or entity. For example, you may not utilize the Company's computers to forward any virus, worm, etc.

g. Expectations of Privacy

You should be aware that the Company's electronic communications systems and all information transmitted by, received from or stored in them are the property of the Company and can be accessed, searched or monitored by the Company at any time. Employees do not have a right to privacy concerning use of the systems or in connection with any information transmitted or stored on the systems. The Company reserves the right to access and monitor e-mail, voice mail, Internet and other usage of the Company's electronic communications systems at any time in accordance with applicable law.

h. Respect the Confidentiality of Information

Employees must take appropriate measures to ensure that confidential information concerning Company business is transmitted on its electronic communications systems in a manner which reasonably protects its continued confidentiality.

i. Access Issues

Passwords and pass codes to access the Company's electronic communications systems belong to the Company and must be accessible at all times by the Company. Secret passwords or pass codes are prohibited. The Company may override any passwords or pass codes at any time in connection with its use of its electronic communications systems. Do not share assigned passwords and pass codes where not directed by the Company. Employees may not use another person's password to access a file or retrieve any stored communication, unless authorized to do so.

j. No Encryption

Employees may not encrypt or encode any voice mail or e-mail communication or any other files or data stored on the Company's electronic communications systems without written permission from the Company.

k. Copyright

Employees may not download, copy or distribute copyrighted material through the Company's electronic communications systems without first confirming that the Company has a right to copy and distribute such material. Personal peer-to-peer file sharing over the Internet *of any kind*, including non-copyrighted materials, is strictly prohibited.

l. Software Use

Employees may not install any software on any Company electronic communications systems without prior written permission from the Company. No employee may use unlicensed software in connection with the Company's electronic communications systems. Due to the danger of computer viruses, employees are prohibited from using any personal discs or other software on Company equipment without the prior written consent of the Company.

m. Miscellaneous Conduct Prohibited

Unauthorized review, duplication, removal, damage, alteration or transmission of files, passwords, pass codes, programs or other Company property, obtaining information by improper use of the Company's electronic communications systems, and the improper use of information obtained utilizing the Company's electronic communications systems are prohibited by this Policy.

n. Think Before You E-Mail

People can be careless and cavalier in the types of messages they leave one another when using e-mail. Please bear in mind that information transmitted on the Company's e-mail can frequently be recovered even after it has been deleted. Professionalism and thoughtful communications are just as important in e-mail as in other forms of business communication. The Company adheres to professional standards and any breach of such standards may be deemed a violation of this Policy.

o. Enforcement

The Company reserves the right to monitor employee computer use and take appropriate disciplinary action against any employee who acts inconsistently with this Policy. Such discipline can include, but is not limited to, termination of employment. Employees who have questions about this Policy should contact an officer of the company. Anytime Fitness may use any or all of the following means to monitor, record and review employee computer use and e-mail, voicemail, or telephone communications:

- Listening to employee telephone conversations;
- Recording employee telephone communications using any equipment suitable for that purpose;
- Monitoring stored e-mails;
- Monitoring and reviewing employee phone records and invoices;
- Reviewing employee use of the Internet; and
- Reviewing stored voicemail messages.

**Section 3.7 - Social Media Policy**

Every day, we strive to develop meaningful relationships our customers and look for ways to improve the service we provide them. In the past, we've connected with customers directly in person,

through telephone calls or in e-mail conversations. Today, social networking tools such as Twitter and Facebook provide us the opportunity to start a whole new type of dialogue with our current and future customers, and even with each other.

We encourage approved employees, as representatives of the Company, to use social networking/media as a way to connect with customers and others during working hours. Please talk with your manager before using these tools during non-work hours. And remember that while social networking is fun and valuable, there are some risks you should keep in mind. In the social media world there is often no line between what is public and private, personal or professional. We've created these general social networking/media guidelines that are important for you to follow as you share your thoughts, views and perspectives—as a Company representative—in the virtual world.

a. Use good judgment

- We expect you to use good judgment in all situations—that applies in the world of social networking/media as well.
- Remember to know and follow the Company Code of Conduct and Company Privacy Policy.
- Just as we work together to maintain an environment in our facilities that is positive, respectful and inclusive for our employees and customers, let's work together to do the same in the social networking/media world.
- Social Media must be up to date with all current promotions and updated a minimum of one time per week.

b. Be respectful

- Our goal is to help our customers be better informed about our services and facilities. The best way to accomplish this is by incorporating a positive and considerate approach every time we interact with them.
- Always treat others (including customers, non-customers, shareholders, co-workers, vendors and competitors) as you would expect to be treated.

c. Be transparent

- Even though you are approved to represent the Company, unless you are specifically authorized to speak on behalf of the Company as a spokesperson, you should state that the views expressed in your postings, etc. are your own.
- Stick with discussing work-related matters that are within your area of job responsibility.
- Be open about your affiliation with the Company and the role/position you hold.

d. Be humble

- Stay away from boasting about customer service. As we all know, our number one goal is to offer each customer great service but we're certainly not perfect and we do make mistakes. Let's stay focused on working to deliver great service instead of talking about it.

e. Be human

- Keep in mind that you won't always know all the answers.
- Don't be afraid to seek help and advice from others.

f. Be a good listener

- Keep in mind that one of the biggest benefits of social media is that it gives our customers another way to talk to us—to ask us questions directly and to share their feedback.
- A good guideline is to always be doing at least as much listening and responding as you do 'talking'.

g. Confidential information

- Do not publish, post, or release information that is considered confidential or not public. Online 'conversations' are never private!
- If it seems confidential, it probably is. If you have any questions about what is considered confidential, check in with your manager or Roger Yelvington.

- Do not discuss numbers and other sales figures (non-public financial or operational information), strategies and forecasts, legal issues or future promotions/activities.
- Do not post any pricing information or comparisons.
- If a member of the media or a financial analyst contacts you, as always, refer them to Roger Yelvington.

h. Private and personal information—yours, customers' and co-workers'

- To ensure your safety, be careful about the type and amount of personal information you provide. Avoid talking about personal schedules or situations.
- NEVER give out or transmit personal information of customers or co-workers (including customer lists such as names, addresses, telephone numbers, account numbers or other personal information).
- See the Company Privacy Policy for more information.
- Always respect the privacy of our customers, whether well known or not, who enter our facilities. Never share details about who is in our facility unless it is part of an approved promotion.

i. Images

- Please respect brand, trademark, copyright information and/or images.
- It is generally acceptable to post pictures taken of our locations, though there are some exceptions. To avoid issues, it might be best to discuss this with your manager or Roger Yelvington before moving forward.
- Please do not post pictures of others (customers, co-workers, etc.) without their permission.

j. Other sites

- A significant part of the interaction on Twitter and Facebook involves passing on interesting content or linking to items. However, we are ultimately responsible for any content we pass on to our networks. Don't blindly repost a link without looking at the content first.
- Avoid linking to outside websites, unless you trust the source.
- Pay attention to the security warnings that pop up on your computer before clicking on unfamiliar links. They actually serve a purpose and protect you, The Company and our customers from things like computer viruses.
- When using Twitter, Facebook and other tools, be sure to follow their printed terms and conditions.

k. And if you don't get it right . . .

- Be sure to correct any mistake you make immediately and make it clear what you've done to fix it.
- If it's a MAJOR mistake (e.g., exposing private customer or employee information or reporting confidential information), please let Roger Yelvington know immediately so we can take the proper steps to help minimize the impact it may have.

As a reminder, the Company pays for all time worked, which includes the time you engage in social networking activities as a Company representative if that is part of your job responsibilities. Please ensure that you are clocked in when you're using these tools for business reasons.

The purpose for you to become more actively involved with social media is to find additional opportunities to connect with our customers and share information with them that they enjoy receiving. If you are a front-line salesperson, this should just be another valuable tool that will help you further accomplish that goal—but it shouldn't take away from the very important person-to-person contacts that you will continue to make each day. If you have any questions about using social media to connect with

your customers, please speak with your manager or Roger Yelvington. Above all, remember to have fun and be yourself!

## **ARTICLE 4 - PAY, WORK HOURS, PERFORMANCE**

### **Section 4.1 - Job Categories/Classifications**

#### **a. Employee Categories**

Aside from Trainers and Instructors that are classified as 1099 contractors, all employees at Anytime Fitness fall into one of the following four categories:

1. **Full-Time Regular:** Employees that have completed their orientation period and regularly work at least 34 hours per week.
2. **Full-Time Temporary:** Employees that have not completed their orientation period or who have joined us on a temporary basis and regularly work at least 34 hours per week.
3. **Part-Time Regular:** Employees that have completed their orientation period and regularly work less than 34 hours per week.
4. **Part-Time Temporary:** Employees that have not completed their orientation period or who have joined us on a temporary basis and regularly work less than 34 hours per week.

#### **b. Employee Classification**

All employees at Anytime Fitness fall into one of the following two classifications:

1. **Non-exempt (Hourly):** Employees that are compensated for their time on an hourly basis. They are "non-exempt" from (in other words, subject to) the overtime provisions of state and federal wage and hour laws. Under Company policy, if non-exempt employees work more than 40 hours in a week, they receive pay at a higher hourly rate for the extra time they spend at their jobs.
2. **Exempt:** Employees that are compensated on a salaried basis and perform certain job duties; such employees are "exempt" from state and federal overtime provisions. They usually work a minimum workweek of 40 hours or more. However, exempt employees are not assured of additional compensation for any extra time that they work to fulfill their job related responsibilities.

c. Benefits

Unless otherwise stated to the contrary somewhere else in this Handbook, only full-time regular employees are eligible to receive "traditional" employee benefits such as, by way of example only, PTO days and health benefits. All full time staff that are eligible for benefits shall begin receiving them after sixty (60) days of employment. To be eligible to receive the health insurance benefit, employee must also provide a dated insurance statement that includes the policy premium amount due. All benefits are given by employer discretion, and can be restricted based on employee performance.

**Section 4.2 - Orientation**

On your first day of employment you begin a 90-day orientation period. It is a time of learning and adaptation. You are finding out what Anytime Fitness is all about and how your role with the Company fits into the overall scheme of things. It is also a time to make a terrific first impression on your supervisor and co-workers. With each passing day you demonstrate your attitude toward your new job and Company, as well as your skills and ability to carry out the responsibilities of your position.

During your orientation period, your supervisor will pay particular attention to your performance. Our emphasis is on the quality and quantity of your work, your attitude, your initiative, your attendance and your punctuality. One of two things normally happens during the orientation period. In the great majority of cases, new employees demonstrate they can effectively adapt to their work environment, have the skills and possess characteristics that will make them valued contributors to the Company's continuing success. In a small number of cases, the new employee, Anytime Fitness, or both parties may realize that the match between them isn't as good as anticipated. As a result, a resignation or termination may occur. While it's an infrequent occurrence and something that neither party wants, our experience has been that it is much better to end something early if it is clearly not working out.

There may be circumstances which necessitate the orientation period be more or less than one hundred twenty (90) calendar days. Anytime Fitness can and will make this determination on a case by case basis. Of course it is also true that most people come through the orientation period with flying colors and become regular Anytime Fitness employees on the 91st calendar day of employment. After the orientation period is completed, you remain an at-will employee and completion of the orientation period does not change the at-will nature of your employment with Anytime Fitness.

What is the secret to successfully completing your orientation period at Anytime Fitness? Have a positive, up-beat approach to your job; do the quality and quantity of work that represents the best you have to offer; and treat everyone that you come in contact with, both inside and outside of the Company, with the same courtesy you would expect as a customer of any highly professional business operation.

**Section 4.3 - Performance Evaluation Procedure**

Anytime Fitness has a performance evaluation procedure which is designed to allow for discussion and evaluation of your work performance. Your job performance may be evaluated at the end of every thirty (30) days during your orientation period. After your orientation period, work performance reviews may be held with you at any time at Anytime Fitness's discretion and will normally be held with you on an annual basis.



#### **Section 4.4 - Your Time At Anytime Fitness**

Since our ultimate goal is to serve our Customers as effectively and efficiently as we can, we have established the following open hours:

##### **Staffed hours**

10:00 a.m. to 8:00 p.m. Monday through Friday

10:00 a.m. to 6:00 p.m. Saturday

12:00 p.m. to 5:00 p.m. Sunday

Normal working hours are based upon approximately a forty five (45) hour week. It is extremely important that you arrive at your work center by the time your shift begins, and that you stay at your work center until the end of your shift.

From time to time, it may be necessary for us to change starting and/or ending times of shifts, normal workdays and other matters regarding your working hours. In such case, your supervisor will notify you of any such shift changes as far in advance as possible. In addition, there are certain times of the year and sales promotions that may require you to work longer hours or extended weekends, including but not limited to company meetings, company events, community events, ect.

#### **Section 4.5 - Break Time**

All employees are allowed to eat and drink in the designated areas periodically throughout the work day, so long as it does not interfere with member service, new member sign up and completion of job duties. Any employee shift that is equal to or more than 8 hours in length will require a 30 minute break. Employees are not allowed to leave the premises to eat or to purchase food. Food must be brought with for the day or delivered in.

#### **Section 4.6 - Work Time And Labor Records**

It is the responsibility of all other non-exempt (hourly) employees or independent contractors to appropriately complete your time card on a daily basis. Time cards must be approved by your supervisor and turned into the payroll department at the appropriate time.

Not only will Anytime Fitness benefit if you promptly and correctly log any time/production records which you are responsible for, but so will everyone else whose job relates or depends, even in the slightest way, on your own.

#### **Section 4.7 – Attendance: It's Important That You're Here!**

Consistent attendance and punctuality are essential to Anytime Fitness's successful business operation. It is Anytime Fitness's policy to require all employees to report for work on time and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt Company operations, lower overall productivity and continuity of work. Such conduct will not be tolerated.

Employees are expected to be at work performing job duties during all scheduled work times and should be ready to begin working at the scheduled starting time. Supervisors will record all absences, tardiness, or early departures on time reports.

Employees are expected to notify their supervisor as far in advance as possible, but no later than the start of their shift, whenever they are unable to report for work, know they will be late, or when they must leave early. It is the employee's responsibility to know his/her supervisor's contact information. In the event the employee's supervisor is not available, the employee may contact another supervisor.

Employees are expected to report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and, when applicable, certify that they are able to return to work.

Employees are expected to obtain permission from their supervisor in order to leave their work area or the company premises at any time during working hours.

Unauthorized or excessive absences or tardiness will be grounds for disciplinary action, up to and including termination. An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly pre-approved.

Anytime Fitness's policy is that employees who are absent from work for three (3) consecutive days without giving proper notice to the Company will be considered as having voluntarily quit. At that time, the Company will formally note that the employee has abandoned the job and advise the employee of the action, by mail, to the employee's last known address.

Unexcused absences will not be assessed for the following circumstances:

- Paid holidays
- Approved Paid Time Off (must be approved at least 30 days in advance)
- Jury Duty Service
- Approved Funeral Leave
- Family or Medical Leave—Where notification is consistent with Anytime Fitness 's FMLA policy
- Military leave, provided advanced notice given, unless otherwise protected by law
- Work-related injury certified by a doctor's note

Additionally, Anytime Fitness reserves the right to begin discipline at any level, including termination, for poor attendance, if circumstances warrant such action.

An employee in his/her orientation period (see Section 4.2, above) is subject to discharge after any violation of the attendance policy.

## **ARTICLE 5 - COMPENSATION AND BENEFITS**

### **Section 5.1 - Pay Philosophy**

It is the compensation philosophy of Anytime Fitness to maintain a wage scale that is competitive based upon the Company's overall economic condition. Therefore, factors such as our costs, our geographic location, our competition and general economic conditions are all carefully considered in determining our base wage scale. Anytime Fitness may adjust the wage range for your job from time to time so that we continue to be fair and equitable to all of our employees. Also, individual pay rates may, at times, vary based on skill, experience, performance and other such factors.

### **Section 5.2 – Pay Policy**

All employees, regardless of the number of hours worked or job responsibilities, are either “exempt” or “non-exempt”. Anytime Fitness distinguishes between “exempt” and “non-exempt” employees on the basis of whether or not the employee is eligible for overtime. Non-exempt employees are eligible for overtime pay. This determination is made based on guidelines established under the Fair Labor Standard Act guidelines and applicable state law.

#### **1. NON-EXEMPT (HOURLY) EMPLOYEES**

Non-Exempt employees are required to keep accurate time records of all hours worked. The following types of employees may be considered Non-Exempt employees: Personal Trainers, Cleaners, part time office personnel or sales people; this does not include these same positions that are contracted. If you are unsure about your employee classification, consult your supervisor.

Non-Exempt employees will be compensated at the rate of time and one-half their regular hourly wage for all hours worked in excess of 40 hours in a single workweek (exceptions include a base wage calculation or employment contract). Mandatory training may count as hours worked. Holidays, PTO and other excused paid absences from work normally are counted as hours worked for purposes of calculating overtime eligibility. All overtime hours must be pre-approved by your manager. The

Company reserves the right to discipline an employee who violates this policy in any manner it deems appropriate, up to including termination of employment.

## **2. EXEMPT EMPLOYEES**

Exempt employees normally receive a pre-determined salary every week, regardless of the number of hours worked. Regular full- and part-time Exempt employees are expected to work whatever hours are necessary to carry out assigned responsibilities. Exempt employees normally will not receive additional compensation when they are required to work additional hours above and beyond their normal workweek. If you are unsure about your classification, consult your supervisor.

Normally, Anytime Fitness will not reduce the pay of any Exempt employee based on the quality or quantity of their work. To the extent permitted under applicable law, the company may reduce the pay of an Exempt employee for any of the following reasons:

- Absences of one day or more for any personal reason including your sickness or disability;
- Suspensions of one day or more for violations of rules of major significance;
- Suspensions of one day or more for violations of workplace conduct rules;
- Absences protected by applicable state or federal Family and Medical Leave Acts; or
- When an Exempt employee is absent for jury duty or a temporary military leave, your salary may be reduced by the amount you received for jury duty or military leave.

### **Section 5.3 - Payday**

All employees are paid twice per month. Our pay periods are: 1) 11th of the month through the 25<sup>th</sup> of the month, paid on the 1<sup>st</sup> of the month. 2) 26<sup>th</sup> of the month through the 10th of the month, paid on the 15th of the month. However, if the 1<sup>st</sup> or the 15<sup>th</sup> fall on a weekend or holiday, employee pay will be deposited on the following business day.

### **Section 5.4 - Overtime Pay**

If you are a non-exempt hourly employee regularly scheduled to work a forty (40) hour week, any time that you have reached over forty (40) hours per week (hours worked is actual time worked including Holiday, PTO, bereavement leave and jury duty) the additional hours will be paid at the rate of one and one-half (1½) times your regular wage rate.

### **Section 5.5 – Bonus/Commission Pay**

Bonus pay and commission pay may apply to some positions. Commission pay is not earned during vacation, sick days/personal days, and missed work days. To be eligible for bonus and commission pay, you must be an employee in good standing at the time the bonus is earned and on the pre-selected bonus or commission payday. Anytime Fitness reserves the right to adjust commission pay from time to time based on, but limited to, certain scenarios such as sale days, special events, corporate discounts, ect.

### **Section 5.6 - Payroll Deductions**

The following mandatory deductions will be made from every employee's gross wages: federal income tax, social security tax and Medicare (FICA), court-ordered deductions and applicable state income taxes. Other optional deductions, where applicable, may be made at the request of the employee. These optional deductions are made at each pay period.

If you believe an error has been made in determining your earnings or deductions, report it promptly to your supervisor or an officer of the company. The door is always open for you to ask any questions about your pay, benefits, deductions and your check. If you have questions, please bring in your appropriate pay

related paperwork when you come in so we can be in a more informed position to help you.

**Section 5.7 - No Pyramiding**

Notwithstanding any other provision in this Handbook to the contrary, in the event that you are entitled to receive any compensation for something other than time actually worked (i.e., holiday pay, PTO days, etc.), no non-worked compensation may be "pyramided" or utilized in any manner so as to be considered to be "time actually worked" for any calculation that is based on time actually worked (i.e. overtime compensation, etc.).

**Section 5.8 - Worker's Compensation**

Anytime Fitness provides its employees Worker's Compensation benefits during any recuperation from a work related accident or illness. Worker's Compensation premiums are paid for in full by the Company.

If a non-exempt employee should be injured and have to leave work for treatment he/she will be paid for the time missed on that particular day. For example, if a full-time employee is injured after two (2) hours of work and requires hospitalization, the employee receives pay for the remaining six hours of the standard eight (8) hour day.

Each state has a brief waiting period before an employee becomes eligible for Worker's Compensation, usually no more than a week. If you have any specific questions about Worker's Compensation, or if you would like more information about Anytime Fitness's compensation, contact an officer of the company.

**Section 5.9 - Employee Benefits**

This Handbook identifies and summarizes the majority of your employee benefits. These benefits are subject to change at the sole discretion of the Company, with or without notice. Please be advised that this handbook contains summaries of the Company's benefit plans. If there is ever a conflict between the descriptions contained in this handbook and the actual plan documents, the plan documents control.

a. Holidays

As a Regular Full-time employee at Anytime Fitness, you become eligible for holiday pay. At Anytime Fitness we recognize the following seven (7) Company paid holidays:

- |                  |                   |
|------------------|-------------------|
| Memorial Day     | Easter Day        |
| Independence Day | Christmas Eve Day |
| Labor Day        | Christmas Day     |
| Thanksgiving Day |                   |

The pay you receive for the designated holidays equals the number of hours in your regularly scheduled workday multiplied by your hourly base rate.

b. Paid Time Off

As of 2014 the Company wishes to introduce and reward full-time employees with well-deserved paid time off (PTO) benefits. Paid time off encompasses what has traditionally been thought of as vacation or personal days. Designed to help you achieve more balance in managing your time at work and home, Anytime Fitness's "Paid Time Off" (PTO) policy provides you with flexibility to use your time off in ways that meet your individual needs. The primary objective of the PTO policy is to give you greater control over how and when you use your paid time off during your employment. Unless otherwise specified in an employee's "offer letter" (if any) or employment contract (if any), the amount of PTO provided is as shown below. Other specific rules

regarding PTO administration are:

- PTO is earned during the year in progress, on a pro-rata basis for partial years, earned once the month is completed.
- For example, if you work two months into your anniversary year, you have earned 2/12 of your eligible PTO. However, vacation may be scheduled at any time during that anniversary year (subject to supervisor approval).
- **No PTO is allowed between December 26 and February 1.**

<u>Length of Service Achieved During Year</u>	<u>Amount of PTO</u>
0-1 year	40 Hours
2-4 years	80 Hours
5-9 years	120 Hours
10+ years	160 Hours

On top of PTO, you will also receive 8 hours of planned/unplanned personal time per quarter. Unplanned personal time notice (illness, emergency situations) must be given to your direct supervisor by phone call a minimum of 3 hours before the start of your shift. Planned personal time notice must be given to your direct supervisor 3 business days prior to your planned time off. Planned personal time off cannot be used during the same black out days as vacation time. (This planned/unplanned personal time off takes effect 01/01/14).

It may not be possible to permit PTO to be taken during peak business periods or during periods that are already excessively booked; therefore, please give your supervisor as much advance notice as possible to assist him/her in rescheduling workloads. A minimum of 30 days' notice must be given. PTO is limited to 30 hours per request. All PTO must be approved by your supervisor.

No PTO days may be borrowed from the next anniversary year. All PTO days must be taken during the anniversary year in which they were awarded. Likewise, PTO days **may not** be carried over into the next year. Therefore, if you do not use your PTO prior to the end of your anniversary year, you will forfeit your unused PTO days. All PTO must be used during your employment and may not be used to extend your term of employment. Employees who are involuntarily terminated or who do not provide proper notice of their voluntary termination (*Anytime Fitness requires two weeks advance notice in writing of your intent to terminate employment*) forfeit any remaining, unused earned PTO days. Commission pay is not earned while using PTO.

c. Continuing Education

There may be occasions when the Company requires you to attend certain educational or training courses or programs that the Company determines to be directly related to your job duties. If and when this occurs, the Company will, of course, pay all expenses and your time for attending any such programs.

d. Leaves of Absence

1. Employee Requested

The Company realizes that leaves of absence due to prolonged illness, accidents or other compelling reasons are sometimes necessary. The term "leave of absence" means an approved absence from work, without pay, for a period of time in excess of five (5) working days. A leave of absence under this Section 5.10 e. does not include any family or medical leave taken under Section 5.10 i. below. For all employee requested leaves of absences, you must both ask your supervisor, as well as complete and submit a "Leave of Absence Request Form" that can be obtained from and returned to an officer of the company in advance of the dates need to be away from work. Failure to

provide advance notice and secure the proper approvals could result in the denial of your request for leave. You must also notify your supervisor of the reason the leave is needed and the date you will return to work. Your supervisor must notify an officer of the company of your request for leave of absence and the officer and your supervisor will decide whether to grant or deny your request for leave. The decision whether to grant a leave of absence will be based primarily on your reason or need for the leave, the Company's business interests, and any applicable laws. While you are on leave of absence, none of your benefits will accrue. If you fail to return to work when you are supposed to, the Company may consider you to have voluntarily quit your job at Anytime Fitness .

## 2. Company Mandated

There may be situations from time to time that cause the Company to determine that an involuntary workforce reduction is necessary. If and when this situation occurs, you will be notified by your supervisor when your last day of work will be. In addition, all of your benefits will cease to accrue during the involuntary leave period and, if the involuntary leave period continues for more than twelve (12) calendar months, you will no longer be an Anytime Fitness employee with the ability to return from your involuntary leave with your pre-leave employment status intact. During any involuntary leave of absence you may be contacted by your supervisor to advise you as to the status of matters at Anytime Fitness and to monitor your ability and willingness to return to work. If the Company directs you to return to work within twelve (12) months subsequent to the beginning date of your Company mandated involuntary leave, unless arrangements to the contrary are made between you and your supervisor or and officer of the company, you must return to work, when and where directed. Your failure to timely return to work, when and where directed, will be considered a voluntary quit and you will immediately forfeit your standing as a Anytime Fitness Employee.

## e. Jury Duty

Employees summoned for jury duty must notify their supervisor regarding their absence as soon as possible so as to afford the supervisor and the Company adequate time to prepare for the employee's absence. Employees may be requested to provide their supervisor with a copy of the jury duty summons. Employees will be paid the difference between any money received for their jury service and their regular wages or salary, for a maximum of four (4) weeks, if they submit their paycheck for jury service to the Company's payroll department. Employees should return to work if they are excused from jury duty during regular working hours. Employees may choose to use earned but unused PTO days while on jury duty.

## f. Military Leave

Anytime Fitness recognizes the commitment and dedication of its employees who serve in any branch of the state or federal armed services. The fact that someone serves in the military will not have any adverse impact on his or her employment.

When it becomes necessary for an employee to be absent because of required training or service in a branch of the armed services, National Guard, or reserves, the Company will grant the employee an unpaid leave of absence for the duration of the training or service. When possible, employees must submit a copy of their military training or duty records to their supervisor, along with their request for military leave, at least two weeks before any military leave is scheduled to begin.

At the conclusion of any training or service, employees will be entitled to reinstatement to their former position, or an equivalent position, provided they report to the Company within a

reasonable time after the training or service has ended. Employees who are reinstated will receive seniority credit as if their employment with the Company had been continuous.

g. Bereavement Leave

The purpose of bereavement leave is to provide employees with time and pay in situations involving the death of family members. Paid bereavement leave of up to three (3) days will be given to all full-time regular employees for the death of the employee's spouse, child, step-child, parent, step-parent, sister, brother, daughter-in-law, son-in-law, mother-in-law or father-in-law. The length of time allowed will vary, depending on the distance to be traveled, nature of estate settlement and other factors. Paid bereavement leave of up to one (1) day will be given to all full-time regular employees for the death of the employee's grandparent, grandchild, aunt, uncle, sister-in-law, or brother-in-law. Requests for bereavement leave should be made to your supervisor.

h. Family and Medical Leave Act

The Company provides all leave required by applicable law. Eligible employees generally will be allowed to take leave each calendar year as a result of the birth or placement of a child for adoption or foster care, or when a serious health condition is suffered or the employee's parent(s), child, or spouse. This leave will run concurrently with any other leave available to an employee under other Company policies or under federal, Michigan, or Wisconsin law. All or a portion of the period of leave under the Policy may be paid in certain instances. The taking of leave under this Policy will not be used against an employee in any employment decision, including in the determination of raises or discipline. When planning medical treatment, you should consult with the Company and make a reasonable effort to schedule the leave so as not to disrupt unduly the Company's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with the Company in order to work out a treatment schedule which best suits your needs, as well as the Company's.

1. ELIGIBILITY FOR LEAVE

It is the Policy of the Company to provide employees with family or medical leave if they have worked for at least 12 months and the employee has been paid for at least 1,000 hours in the 12 months preceding the requested leave.

2. AMOUNT OF LEAVE AVAILABLE

Employees are generally entitled to 12 workweeks of unpaid leave during a calendar year period for any one or combination of the reasons set forth below:

- (a) BIRTH OR PLACEMENT FOR ADOPTION OR FOSTER CARE OF SON OR DAUGHTER. Unpaid leave may be taken by an eligible employee on the birth or placement for adoption or foster care of a child with the employee. Leave may be taken on an intermittent basis in the event of a birth or adoption provided that the intermittent leave commences not more than 16 weeks prior to the birth or adoption and the last segment of the intermittent leave commences no later than 16 weeks after the birth or adoption. Any accrued paid leave the employee may have at the time leave begins may be used for this otherwise unpaid time. The paid time used will not be available later. Where an employee is allowed to take leave in less than full-week increments, the employee will receive reduced compensation consistent with the hours the employee actually works. Extensions of family leave will not be permitted, except as required by law.
- (b) SERIOUS HEALTH CONDITION OF EMPLOYEE. Unpaid leave may be taken



by the employee in the event the employee experiences a “serious health condition.” A serious health condition will generally occur when the employee receives inpatient care at a hospital, hospice or nursing home or receives outpatient care that requires a schedule of continuing treatment by a health care provider and the employee is incapable of performing the requirements of his or her position. Medical leave may be taken all at once or in smaller increments as medically necessary. If leave is taken in smaller increments, the employee may be temporarily transferred to another job. An employee must provide the company with a Health Care Provider Certification completed by the treating health care provider within 15 calendar days of the request for a Health Care Provider Certification. All available PTO leave the employee may have at the time the leave begins may be used, or may be required to be used, for all or a portion of the unpaid leave period. If the leave is required due to a work-related injury, workers’ compensation leave will run concurrently with the leave under this Policy. Any paid leave used will not be available later. Where an employee is allowed to take leave in less than full-week increments, the employee will receive reduced compensation consistent with the hours the employee actually works. Extensions of medical leave will not be allowed except as required by law.

- (c) **SERIOUS HEALTH CONDITION OF SON OR DAUGHTER PARENT OR SPOUSE.** Unpaid leave may be taken to care for a son, daughter, spouse or parent with a “serious health condition.” If leave is requested for such individuals, the employee must provide the company with a Health Care Provider Certification prepared by the treating health care provider that states that the individual has a serious health condition and the employee is needed to care for the person. The Health Care Provider Certification must be provided to the company within 15 calendar days of the request for a Health Care Provider Certification. The medical leave may be taken all at once or in smaller increments as medically necessary. If leave is taken in smaller increments, the employee may be temporarily transferred to another job at the company. Any available PTO leave the employee has at the time leave begins may be used, or may be required to be used, for all or a portion of the unpaid time. This paid time will not be available later. Where an employee is allowed to take leave in less than full-week increments, the employee will receive reduced compensation consistent with the hours the employee actually works. Extensions of your leave will not be allowed.

3. **NOTIFYING THE COMPANY OF YOUR NEED FOR FAMILY OR MEDICAL LEAVE**

In the event an employee would like family or medical leave, the Company must be notified, in writing, at least 15 calendar days before the date on which leave is to begin, except in the case of an emergency or where circumstances require shorter notice to the company. In an emergency situation, notice must be given as to the need for leave as soon as possible but no later than three (3) business days after the commencement of the leave. The failure to timely notify the Company of the need for leave may result in the delaying or denial of leave, though the Company will classify leave based on the information then known.

4. **HEALTH CARE PROVIDER CERTIFICATION**

If an employee requests leave for his or her own serious health condition, or for the serious health condition of the employee's parent, child or spouse, a Health Care Provider Certification must be provided to the Company. This document is to be completed by the treating health care provider of the patient. The completed form must be returned to your supervisor no later than 15 calendar days after the request for the Health Care Provider Certification. The failure to timely return the Health Care Provider Certification may result in the delay or denial of an employee's request for leave.

#### 5. HEALTH INSURANCE AND OTHER BENEFITS

The employee and dependents may continue to receive health insurance coverage's while on a family or medical leave. The cost of such coverage will be collected from the employee from any paid leave substituted for the otherwise unpaid period. If the leave is unpaid, on return to employment, the employee will be required to pay for the cost of coverage during the leave on return to employment. If the leave expires and the employee does not return to employment, the cost of coverage is still due to the Company. The voluntary terminated employee must contact an officer of the company to make payment arrangements. Other employment benefits will also be continued during the leave on the same basis as for active employees. An employee must notify the company of the intent to not continue health insurance coverage while on leave. No employee will lose accrued seniority or benefits while on leave.

#### 6. ADDITIONAL CERTIFICATIONS

The company may request that an employee provide a second opinion health care provider certification from a health care provider chosen, and paid for, by the Company. In the event the initial and second opinion conflict, a third opinion may be required from a health care provider chosen by the parties, but paid for by the Company. The company may request that an employee recertify as to the continuation of a serious health condition at various points in time, except as limited by law.

#### 7. RETURN TO YOUR POSITION AT END OF LEAVE

At the end of an employee's family or medical leave, the employee will be returned to his or her former position or, if the position is filled, to equivalent employment with the company unless the employee's employment would otherwise have ceased. If an employee wants to return to work before leave is to end, the employee must notify the company two business days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee and the absence was for three or more workdays, a medical release must be provided to the company before the employee returns to work, unless otherwise provided by law. If a medical release is not received, the employee's return to work will be delayed until it is received.

## **ARTICLE 6 - STANDARD OF PERFORMANCE AND CODE OF CONDUCT**

### **Section 6.1 - Common Sense**

Anytime Fitness takes a great deal of care in bringing new people into the Company. We want to make sure that there is a good match between your skills and attitudes and the job requirements, pace of movement and personalities that you will encounter in your work environment.

In terms of day-to-day behavior in a business setting we are confident that the good common sense that you have demonstrated in the application and interviewing process will continue to serve you well during your career at Anytime Fitness .

Anytime Fitness , like any other Company, has policies and procedures that you couldn't be expected to know until someone points them out to you. For example, the standards for attendance and punctuality covered above need to be spelled out in detail, even though common sense would tell you that it's important to be here and be on time whenever you are scheduled to work. One of the major benefits of having a good Employee Handbook is that all employees can review and study the philosophies, rules, regulations, etc., that must be followed to be part of the Anytime Fitness "family."

## **Section 6.2 - Standards of Performance**

The Company strives to address performance, conduct and behavioral problems in a fair and equitable manner. Where the Company determines that coaching, counseling and/or additional training will assist an employee in correcting a performance, conduct or behavioral problem, the employee's supervisor will work with the employee to provide the individual with notice of the problem and an opportunity to improve. This judgment may depend on the employee's work history and the nature of the infraction.

If we determine that corrective action is likely to address the problem, such action may be implemented, which would include, but is not limited to, counseling, warnings, additional training and/or implementation of a performance improvement plan. In these circumstances, good communication between the employee and the supervisor is critical to maximizing the chance for success.

In all cases, the Company reserves the right to determine, in its sole discretion, what action (if any) to take in response to a performance, conduct or behavioral problem. Depending on the circumstances, such action may include counseling, coaching, oral warning, written warning, performance improvement plan, suspension, termination, etc. In each case, the Company will respond to the situation in the best interests of the Company and its employees.

## **Section 6.3 – Correction Action & Coaching**

Poor Performance in any form, insubordination, inappropriate conduct, or anything that may be considered a violation of company policy as defined but not limited to this employee handbook may result in corrective action.

1. On the first occurrence a verbal warning (including emails) may be given in an effort to correct behavior or remedy the issue. If an employee needs additional help correcting the issue, they must request a coaching session via email to their supervisor within 2 business days of the verbal warning.
2. If a second issue or occurrence happens, a formal written corrective action report will be completed by the employee's supervisor and added to their employee profile. The employee and supervisor will discuss a plan to prevent future occurrences. The employee will be placed on a 90 day probation period for the violation. If additional violations occur during this period further disciplinary actions may be taken up to and including termination.

## **Section 6.4 - Code of Conduct**

Conduct which is dishonest, unethical, illegal or otherwise not in the best interests of the Company and our employees will not be tolerated. What follows is a non-exhaustive list of the types of conduct that are unacceptable at Anytime Fitness . Violations of these or any other conduct which the Company finds unacceptable can result in a variety of disciplinary actions, up to and including immediate termination, a determination made solely by the Company:

1. Falsification of employment application or Company record.
2. Damage, destruction or defacement of Company property or the property of another associated with the Company.
3. Theft from the Company, fellow employees or members.
4. Transportation of, possession of or use of firearms or other dangerous weapons while on

the job.

5. Refusal to follow directions properly assigned by supervisor or other such insubordination.
6. Acts of dishonesty.
7. Use of abusive or harassing language or disrespect to management or other employees.
8. Use of threats or intimidation or acts of violence.
9. Failure to report on-the-job injuries, accidents or dangerous situations.
10. A pattern of poor performance.
11. Violation of any of the Company's policies.

### **Section 6.5 - Separation**

If for any reason whatsoever, your employment at Anytime Fitness terminates, it is important for both you and the Company to be able to determine your official "date of separation" from employment. If you choose to voluntarily terminate your employment relationship with Anytime Fitness, you must inform the Company of your decision in writing two weeks in advance of your anticipated last day. Your date of separation will be the last day that you actually perform work for the Company unless, in the Company's sole and exclusive judgment, the circumstances associated with your departure warrant a different separation date. If you have any questions regarding your "separation date," please contact an officer of the company. On your "separation date," you must turn in all company property including but not limited to: keys, expense money, issued uniforms, training materials, etc.

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge receipt of Anytime Fitness Employee Handbook dated December 3<sup>rd</sup>, 2014 (“handbook”). I understand that it is not an express or implied contract of employment. I understand that it is important for me to read and follow the policies and practices outlined in this handbook. I understand that this handbook supersedes any previous handbooks or policies that I may have received, making them void.

Anytime Fitness , Inc. reserves the right to make any revisions, modifications, interpretations, additions or deletions to the provisions contained in this handbook, as it determines, in its sole discretion, that are appropriate. I also understand that, unless I have a written employment contract signed by the Owner of the Company or his/her designee, my employment with the Company is at-will, which means that it can be terminated by me or by the Company, at any time, with or without cause, and with or without prior notice.

Finally, I have read and understand the Employee Handbook in its entirety, specifically the policies entitled “Harassment Policy,” “Company Property,” “Attendance: It’s Important That You’re Here!” “E-Mail, “Communication and Equipment Policy,” “Controlled Substance / Alcohol Policy,” and “Pay Policy.” I agree to follow and be bound by these policies and all other policies and procedures of the Company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name