



GOLDINGSGYM

Golding's Gym

EMPLOYEE HANDBOOK

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WELCOME

Welcome to Golding's Gym. We want to make your association with Golding's Gym a mutually beneficial relationship.

Purpose of This Employee Handbook

We are providing you with this Employee Handbook to help you become familiar with the basic policies, procedures, and standards that Golding's Gym has established. Not all details are contained in this handbook. There may be other policies, procedures, and standards in effect from time to time. We may modify, add to, delete, or revise any portion of this handbook, as we deem necessary or appropriate.

We will use reasonable judgment in operating our business and strive to administer the provisions of this handbook in a fair and consistent fashion. We will take into account the relevant facts, circumstances, and business objectives. There may, however, be circumstances under which we may waive compliance with or permit exceptions to or variances from this handbook. The fact that we waive compliance or permit exceptions or variances will not constitute a revision of this handbook. The provisions of this handbook will apply to future circumstances unless we, in our discretion, waive compliance again or permit future exceptions or variances.

Disregarding or failing to comply with this handbook could lead to disciplinary action, up to and including possible termination of employment.

YOUR EMPLOYMENT—GENERALLY

Your Employment Status

As an employee of Golding's Gym, you are an "employee at will." That means that either you or Golding's Gym may end the employment relationship at any time, with or without good cause to do so. We may from time to time enter into written contracts of employment with certain employees, and thus the preceding sentence may not apply to such employees. Any statements, promises, or assurances of continued employment or employment for a definite term that are not contained in a signed written employment agreement are not binding on Golding's Gym and should not be relied upon.

Your Employment Classification

For purposes of payroll administration and benefit entitlements under federal and state laws and otherwise, employees are identified under the following classifications:

Regular full-time employees: Employees who are normally scheduled to work Golding's Gym's full-time schedule and who are not temporary employees.

Regular part-time employees: Employees who are not normally scheduled to work Golding's Gym's full-time schedule and who are not temporary employees. Regular part-time employees may from time to time work Golding's Gym's full-time schedule on a temporary basis.

Temporary employees: Employees who are hired to complete a defined project or for a period of time that is anticipated to be temporary. Temporary employees may be scheduled to work a full-time schedule or a part-time schedule during their period of temporary employment.

Personnel Records

Golding's Gym maintains personnel records for payroll administration and other important purposes. It is important to keep these records up to date. Please notify us of any changes in address, emergency contacts, or other applicable family or beneficiary information. You may request access to your file, but you are not permitted to remove or copy items within it, and you will be required to review the file in the presence of a manager or human resource representative.

Immigration Laws

The United States immigration laws require that individuals complete an employment verification procedure before they are permitted to work. Any individual who has not completed the specified form (Form I-9) and provided the appropriate verification will not be permitted to work and will not be paid until the procedure is completed.

WORKING AT GOLDING'S GYM

Hours/Schedules/Overtime

Our normal business hours will be established based on the needs of our customers and our business. We will let you know what times you are expected to be present for work. Overtime may be necessary due to our business needs, and we will make reasonable efforts to advise you of overtime requirements. Overtime must be authorized or approved in advance. You are responsible for accurately recording and reporting time worked to assist us in complying with federal and state laws that require such record keeping for calculating pay and benefits.

Attendance and Timeliness

Your attendance and punctuality are essential job functions for which you are responsible. If you are unable to work because of illness or other personal reasons, you must notify your supervisor with as much notice as practicable in the circumstances prior to your starting time on each day of your absence. If you do not provide proper notice on a timely basis, your absence or tardiness will be considered unexcused. Unexcused or excessive absences or tardiness may result in disciplinary action up to and including discharge. In any case, if you are absent for two workdays in a row without timely notice to your supervisor, you will be considered to have voluntarily resigned.

An absence of more than three (3) consecutive workdays due to injury or illness requires a statement from a physician before you will be permitted to return to work. We reserve the right, at our expense, to have you submit to an examination by a physician of our choice in such cases.

Attire

Golding's Gym seeks to present itself and its employees in the most favorable light to our customers and others with whom we do business. It is in our best interests to be neat and clean and dressed appropriately for the positions we hold. Attire may include jewelry. Employees may be sent home to change inappropriate attire. Such time away from the office will not count as time worked. Consult your supervisor if you need further details regarding the appropriate appearance for your position.

Meal Time and Breaks

Unless otherwise scheduled by Golding's Gym, the timing of meals and other permitted breaks should be coordinated by employees with their supervisors and coworkers. These breaks are not to exceed the amount of time that we have designated.

Work Rules

Golding's Gym is committed to providing a workplace atmosphere that is conducive to accomplishing our goals. We seek to treat our customers, vendors, and fellow employees with respect and courtesy. It is impossible to list all forms of conduct that we want to encourage and to discourage.

Inappropriate conduct includes engaging in activities that are contrary to the policies, procedures, and rules adopted by the Company, whether in this handbook or otherwise, and conduct that is otherwise disruptive to or could cause harm to our business. Examples of inappropriate conduct include but are not limited to the following:

- Unexcused absenteeism or tardiness
- Theft
- Dishonesty
- Use, possession, or sale of illegal drugs
- Working under the influence of alcohol
- Gambling
- Criminal activity
- Possession of unauthorized weapons or unauthorized hazardous or explosive materials
- Failure to carry out assigned work
- Damaging or destroying property
- Falsification of records
- Harassment
- Violence or threats of violence
- Violation of laws
- Unauthorized disclosure of confidential information
- Smoking in unauthorized areas
- Sleeping during working hours
- Making false statements or derogatory remarks about Golding's Gym or its employees

Business Expenses

Golding's Gym will reimburse you for expenses incurred on approved company business in accordance with Golding's Gym's reimbursement policy. Consult your supervisor or management for details.

Performance Evaluation

Your performance is subject to ongoing evaluation. Your performance is an important factor in the decisions we make on an ongoing basis. We encourage you to do the best you can in the performance of your job functions.

Disciplinary and Corrective Action

Employees may be disciplined for inappropriate conduct in connection with their employment. Discipline can include warnings, corrective action, or even termination of employment, depending on the circumstances.

Termination of Employment

Either you, as an at-will employee, or Golding's Gym may elect to end the employment relationship with or without good cause. Upon termination of employment, you are responsible for returning any and all Golding's Gym property in your possession, including but not limited to documents, keys, computers, computer files, and equipment.

PAYROLL ADMINISTRATION

Paydays

Employees are paid on regularly scheduled paydays. If a regularly scheduled payday falls on a holiday or nonworking day, your pay will be available to you no later than the next working business day. Pay is not available in advance of vacation or days off.

Amount of Pay

If you are paid on a salaried basis, your pay will be the amount of salary earned for the pay period based on your salary rate. If you are paid on an hourly basis, your pay will be equal to the number of hours worked for the pay period times your hourly rate. If you are eligible for overtime pay, your pay will include overtime pay at the applicable overtime rate required by law.

Generally, hours worked do not include travel time. Unless otherwise approved, vacation and sick time hours are not counted toward total hours worked in figuring overtime. Holiday hours do count toward hours worked in figuring overtime.

Payroll Deductions

We are required to withhold applicable federal, state, and local income and payroll taxes from your pay. When required by court orders in garnishment proceedings, we are required to withhold other applicable amounts. From time to time, you may authorize other withholdings from your pay.

Administrative Pay Corrections

We strive to ensure that your paycheck is accurate 100% of the time. We reserve the right to correct any payroll mistakes or inaccuracies. You need to report any payroll mistake or inaccuracy that you become aware of to your supervisor or management. If the result of the error is an overpayment to you, you are responsible for reimbursing Golding's Gym. If the result is an underpayment, we will pay you the shortfall.

Final Pay

When your employment ends, your final pay will be paid on the next regularly scheduled pay date, unless otherwise required by law.

TIME OFF, LEAVES OF ABSENCE, AND BENEFITS

Vacation

Regular full-time employees meeting the minimum service requirement (see below) are eligible for vacation. As years of service with Golding's Gym increase, the amount of vacation time also increases in accordance with the following schedule:

Service Requirement	Annual Amount of Vacation
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Less than [1 year]	None
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[1 year] but less than 5 years	1 week
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5 years but less than 15 years	2 weeks
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15 years or over	3 weeks
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You must request and receive approval in advance of taking any vacation time. Unless otherwise approved, vacation time may be taken only in full-day increments. Unless approved in writing, unused vacation may not be carried over into a future year, and vacation not taken will not be paid, except as required by law. During the days you are on approved vacation, your pay will be based on your base rate of compensation, not including incentives, overtime, shift differentials, bonuses, or the like.

Golding's Gym reserves the right to interpret the provisions of this section relating to vacations and to adopt rules or conventions for the administration of the vacation benefit program.

Holidays

Regular full-time employees are eligible for the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

We may approve other holidays at our discretion. Holidays that fall on a weekend will be observed on the closest business day. If, because of the needs of the business, you are scheduled to work on a holiday, an alternative date will be assigned in substitution for the official company holiday. Your holiday pay will be based on your base rate of compensation, not including incentives, overtime (except as required by applicable law), shift differentials, bonuses, or the like.

Sick Days

Regular full-time employees who have been employed for at least 90 days are eligible for paid sick days for periods of temporary absence due to illnesses or injuries. Unless approved by management, employees will not be paid for more than 3 sick days per calendar year.

Except in emergencies, you must notify your supervisor with as much notice as practicable in the circumstances prior to your starting time on each day of your absence. Sick days are paid based on your base rate of compensation, not including incentives, overtime, shift differentials, bonuses, or the like.

Leaves of Absence—Generally

Golding's Gym may, at its discretion, permit leaves of absence without pay on a case-by-case basis to its employees. Employees are otherwise entitled to leaves of absence as required by state or federal law as in effect and to the extent applicable to (Company).

Maternity Leave

Maternity disability is treated like any other disability.

Bereavement Leave

Regular full-time employees who have been employed for at least 90 days may, upon request, be permitted paid bereavement days in the event of a death of any of the following family members: (1) the employee's spouse, parent, child, or sibling; (2) the employee's spouse's parent, child, or sibling; (3) the employee's child's spouse; and (4) the employee's grandparents or grandchildren. Unless approved by management, employees will not be paid for more than 3 bereavement days per calendar year.

Except in emergencies, you must request bereavement leave through your supervisor with as much notice as practicable. Unless there are unusual pressing business needs, bereavement leave will normally be permitted. Approved bereavement days are paid based on your base rate of compensation, not including incentives, overtime, shift differentials, bonuses, or the like.

Other Benefits

Golding's Gym may provide other benefits from time to time. Please ask your supervisor to identify other benefit programs currently in effect. Please note that some benefits may be provided through written plan documents or policies. If there is an inconsistency between any descriptions of the plan or benefits provided, the written plan documents or policies will control and resolve any inconsistency.

A listing of specific benefits [medical, insurance, employee assistance programs (EAP), discounts, etc.] can be added here.

POLICIES

Compliance with Laws and Ethical Conduct

It is Golding's Gym's policy to conduct business honestly and ethically and in compliance with all laws and regulations applicable to our business. Employees are responsible for being honest and truthful in their business dealings, including with customers, management, supervisors, other employees, vendors, and government agencies. If you suspect or become aware of unethical conduct or violations of laws or regulations in the conduct of our business, you must notify your supervisor or management.

Computer and Software Policy

Computers, software, and other information technology provided by Golding's Gym are to be used only for job-related or other approved activities. Computers, software, and other information technology are to be procured in accordance with authorized procedures through appropriate personnel.

Generally, Golding's Gym does not own third-party software or its related documentation. Unless authorized by the software developer or by law, Golding's Gym does not have the right to reproduce it. Under applicable U.S. copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. In addition, international laws protect the rights of copyright owners. We do not condone and specifically prohibit the illegal duplication of software and other copyrighted material. Employees may not make unauthorized copies of any software or load software (including from the Internet) on a computer used for our business in violation of applicable license provisions. All copyrighted software must be properly licensed. Unauthorized or unlicensed software is subject to immediate removal.

Unless done in accordance with Golding's Gym's proper authorization and in accordance with applicable license agreements, software is not to be transferred, sold, or given to any third party, including clients, customers, suppliers, and service providers. We must protect our investment in any and all software that is proprietary to Golding's Gym. Proprietary software may be used and made available to third parties only pursuant to valid commercially acceptable license agreements and with proper authorization.

Employees must report actual or potential violations of these policies to the appropriate supervisor or management. Computers, software, and other information technology (including the licensed rights of software provided and associated electronic data and files) provided by us are the property of Golding's Gym. The activities on information technology provided by Golding's Gym, including computers, networks, and Internet connections, may be monitored with or without your knowledge. You should have no expectation of privacy regarding the contents contained within such technology. We may adopt or modify monitoring policies and procedures as we deem necessary from time to time. Use of computers, software, and other information technology is deemed consent to such policies and procedures. Golding's Gym reserves the right to monitor, inspect, and audit such technology at such time and in such detail as it deems necessary.

Confidential Information

During your employment, you may receive or have access to confidential information. Golding's Gym places a high value on its confidential information. Confidential information means information not generally known to the public that is valuable and that, if disclosed inappropriately, could cause harm, damage, or other adverse consequences to our business. This

may include information about Golding's Gym, its customers, and other third parties with whom we deal.

Examples of confidential information include cost and pricing information, customer lists, purchasing records, accounting and financial data, marketing plans, research and development activities, pending projects and proposals, sales data, computer processes and programs, compensation information, confidential employment information, and trade secrets. Information may be considered confidential regardless of its form. Your confidentiality obligations extend to confidential information included in computer files and other electronic formats.

It is Golding's Gym's policy to make confidential information available only to those persons who have a need for such information, who have been authorized to receive it, and who have been advised of and will protect its confidential nature. Golding's Gym prohibits the disclosure or distribution of its confidential information to unauthorized individuals. We may adopt security procedures from time to time to help protect our confidential information. It is important that you abide by our policies and procedures concerning confidential information. It is also important that you report actual and potential violations of these policies to your supervisor or to management.

Conflicts of Interest

As an employee of Golding's Gym, it is important that you do not put yourself in a situation or engage in conduct that conflicts with the interests of Golding's Gym. A conflict of interest occurs when your personal or private interests may have an adverse effect on your motivation or the proper performance of your job or may otherwise injure Golding's Gym.

For example, situations in which you can influence a transaction in ways that may not be in the best interests of Golding's Gym, but from which you may gain a financial benefit, constitute a conflict of interest. Other examples include you or a family member having a financial interest in a company doing business with Golding's Gym, being offered money or other things of value directly from an individual or company doing or seeking to do business with Golding's Gym, and working for or having a financial interest in a competitor of Golding's Gym.

Drugs and Alcohol

Golding's Gym's policy prohibits the unlawful use, possession, distribution, and sale of controlled substances and the misuse of alcohol while on the job or conducting Golding's Gym's business. If you know or suspect that a coworker is not complying with this policy, you must inform your supervisor or management as soon as reasonably possible.

E-mail

E-mail software sponsored or provided by Golding's Gym is to be used only for job-related activities or approved personal communications. E-mail is the property of Golding's Gym, and you should have no expectation of privacy regarding the contents of your e-mail messages. Use of such e-mail is deemed consent to allow Golding's Gym to monitor and inspect or retrieve e-mail messages.

Use good business judgment in the volume of e-mail you are sending and send only messages that are necessary. Carefully read and be comfortable with your messages, including any text that is attached, before sending them. Distribute your messages only to persons who need to be included on the transmission.

The use of such e-mail to send or receive obscene, pornographic, defamatory, or offensive materials is strictly prohibited. Use common sense; do not include in e-mail messages any statement or material that you would not make or distribute in person.

Remember, your messages could be forwarded to anyone, anywhere. Sarcasm, jokes, or other messages could be embarrassing or worse when read in a different context by a different audience. Do not send a message unless it is a message to which you are willing to sign your name.

Do not assume that e-mail messages are not permanent. E-mail messages may have been kept in printed form. Even deleted e-mails may be retrieved from e-mail systems for a period of time. It is possible that your e-mail messages could become relevant in legal proceedings, such as governmental investigations or lawsuits. Hastily or poorly written messages could be read to a jury or fact finder or be the subject of hostile questioning from adverse parties. You should consider whether the content of your message puts you or Golding's Gym in a bad light.

Employment of Individuals with Disabilities

It is our policy to comply with the applicable provisions of the Americans with Disabilities Act. For purposes of this policy, an individual with a disability is any person who has a physical or mental impairment that substantially limits one or more of such person's major life activities. It also includes any individual who currently has, previously had, is regarded as having, or is known to associate with those who have such impairment. Impairment does not include current drug or alcohol use or many forms of antisocial behaviour.

We will not unlawfully discriminate in any of our employment practices against persons with a protected disability who are otherwise qualified to perform the essential functions of the job.

Equal Employment Opportunity

Golding's Gym is an equal employment opportunity employer. Our employment decisions are made based on the ability to perform the job, including factors such as merit, performance, qualifications, skills, dependability, and reliability. We do not discriminate on the basis of a person's race, color, religion, gender, medical status, disability, pregnancy, national origin, ancestry, age, marital status, veteran status, or other status protected by law. If you have concerns or questions about the application of our equal employment opportunity policy, please contact your supervisor or management personnel.

Harassment

It is our policy to maintain a workplace that is free from sexual and other unlawful harassment. In general, harassment includes unwelcome conduct that is based on a person's protected status, such as race, color, religion, gender, medical status, disability, pregnancy, national origin, ancestry, age, marital status, veteran status, or other status protected by law. We do not tolerate harassment that affects tangible job benefits, that interferes unreasonably with work performance, or that creates an intimidating, hostile, or offensive working environment.

Job-related sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests or solicitations for sexual favours, and other unwelcome verbal or physical conduct of a sexual nature when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can take many forms, including jokes, e-mail messages, flirtations, foul or obscene language, displays of printed or other visual materials, and physical contact.

If you witness harassment or believe that you have been harassed, you should advise the harasser, if practical in the circumstances, that such behavior is offensive and unwelcome and will be reported if it continues. If you are uncomfortable confronting the harasser directly or if the harassment continues, report your concerns to your supervisor or management personnel. We recommend that you not otherwise discuss the incident with other fellow employees.

An officer, supervisor, or manager who has been advised or has knowledge that this policy against harassment has been violated must promptly report the relevant information to his or her supervisor. Failure to do so may result in disciplinary action.

Employees can raise concerns and make reports without fear of reprisal. We will investigate complaints of harassment promptly. We will, to the extent practical, maintain the privacy and

confidentiality of the party's interests. Employees found to have engaged in harassment are subject to discipline, including warnings, suspensions, and immediate termination of employment. If our investigation is inconclusive, we will take such action as deemed necessary in the circumstances to remind appropriate personnel of our policy to avoid possible harassment in the future.

Outside Employment

You may engage in other employment provided that you notify your supervisor, the other employment does not create a conflict of interest, and the other employment does not interfere with your job performance at Golding's Gym. Golding's Gym may request you to refrain from other employment if you wish to remain as an employee of Golding's Gym.

Privacy/Searches

Golding's Gym reserves the right to conduct searches when there is reasonable suspicion or belief that controlled substances may be present or that wrongdoing has occurred. Searches may include all areas of Golding's Gym and all personal property present. Employees should not have an expectation of privacy in such areas.

Safety

Golding's Gym believes that maintaining a safe work environment is one of the most important aspects of our business. You are responsible for working safely and helping to prevent accidents and injuries. Employees are responsible for reporting unsafe conditions and for avoiding unnecessary risks. All employees are responsible for adhering to Golding's Gym's safety rules, policies, and procedures that are in effect.

Solicitation

Solicitation or distribution of information or materials by persons who are not employees of Golding's Gym is not permitted. Employees may not solicit or distribute materials during working hours (not including meal times or breaks) or in working areas.

Use of Company Property

Golding's Gym's property is intended to be used for business purposes. Unless otherwise approved by your supervisor or management, personal use of Golding's Gym's property, including telephones, computers, machinery, vehicles, and equipment, is not permitted.

Violence/Weapons

We do not tolerate violence or threats of violence in the workplace or otherwise in connection with our business. Any employee engaged in violent or threatening behaviour will be subject to immediate disciplinary action, up to and including immediate termination of employment. Such individuals may also be subject to civil liabilities or criminal prosecutions. We prohibit the unauthorized possession or use of weapons, explosives, and dangerous materials on our premises or in conducting our business. You should report violent or threatening behaviour, suspicious activities or persons, and other prohibited conduct to your supervisor or management personnel immediately.

ONGOING HANDBOOK COMPLIANCE

It is our desire to promote a safe and satisfying work environment. The guidelines and policies in this handbook are meant to promote a work atmosphere that is conducive to allowing all employees to perform their duties to the best of their abilities. Continued compliance with these guidelines and policies benefits all employees and helps us reach our goals and objectives. We need your help. We cannot address compliance issues unless we are made aware of them. Therefore, employees must be responsible for reporting violations of this handbook. If you observe inappropriate conduct or conduct not otherwise in accordance with the provisions of this handbook, report the facts to your supervisor or a member of management.

CONCLUSION

Golding's Gym operates in a competitive and changing environment. As a result, Golding's Gym must have the right to modify and adapt its policies and benefits on an ongoing basis. Golding's Gym intends to use reasonable attempts to notify you of changes to this handbook or benefits; however, it may make changes without notice to you depending on the circumstances.

This handbook does not constitute an employment contract and, unless there is a valid signed written employment contract in place, your employment is not guaranteed and is not for a defined term.

There may be circumstances when particular federal, state, or local laws change or conflict with the provisions of this handbook. The provisions of such laws as are applicable shall apply when interpreting this handbook. Golding's Gym may adapt its policies and practices to conform to such laws.

RECEIPT AND ACKNOWLEDGMENT

By signing below, I acknowledge and understand the following:

- I have received, read, and understand this employee handbook.
- I understand that if I have any questions regarding this handbook, I may ask my supervisor or management for an explanation.
- My employment is not for a definite period of time and may be terminated “at will” by me or by Golding’s Gym at any time, with or without cause.
- This handbook is for informational purposes only, and nothing in this handbook is meant to constitute conditions of employment.
- This handbook does not create an express or implied contract of employment for me or for anyone else.
- Any statements or understandings that are inconsistent with or contrary to this handbook will not be effective unless they are in writing and signed on behalf of Golding’s Gym by a person authorized to do so.
- An employment contract with Golding’s Gym may be entered into only if it is in writing and signed on behalf of Golding’s Gym by a person authorized to do so.
- I have not relied on any statements or understandings that are different to or inconsistent with the statements made above or any of the provisions of this handbook.
- The contents of this handbook may change from time to time, and Golding’s Gym will use reasonable efforts to communicate the changes. Golding’s Gym, in its sole discretion, reserves the right to make any changes to this handbook, or to terminate it in whole or in part, at any time, with or without notice to me.
- This handbook replaces and supersedes all prior handbooks and understandings.

Employee

Date

(Employee Copy to stay in Handbook)

RECEIPT AND ACKNOWLEDGMENT

By signing below, I acknowledge and understand the following:

- I have received, read, and understand this employee handbook.
- I understand that if I have any questions regarding this handbook, I may ask my supervisor or management for an explanation.
- My employment is not for a definite period of time and may be terminated “at will” by me or by Golding’s Gym at any time, with or without cause.
- This handbook is for informational purposes only, and nothing in this handbook is meant to constitute conditions of employment.
- This handbook does not create an express or implied contract of employment for me or for anyone else.
- Any statements or understandings that are inconsistent with or contrary to this handbook will not be effective unless they are in writing and signed on behalf of Golding’s Gym by a person authorized to do so.
- An employment contract with Golding’s Gym may be entered into only if it is in writing and signed on behalf of Golding’s Gym by a person authorized to do so.
- I have not relied on any statements or understandings that are different to or inconsistent with the statements made above or any of the provisions of this handbook.
- The contents of this handbook may change from time to time, and Golding’s Gym will use reasonable efforts to communicate the changes. Golding’s Gym, in its sole discretion, reserves the right to make any changes to this handbook, or to terminate it in whole or in part, at any time, with or without notice to me.
- This handbook replaces and supersedes all prior handbooks and understandings.

Employee	Date
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(Employer Copy to be signed by employee and filed in personnel file)