

Muirfield Association, Inc.

OFFICE COPY

Statement of Understanding

I have received, read and agreed to abide by the Muirfield Association, Inc. Employee Manual. I understand the policies and procedures set forth in the manual.

I also understand that the manual is not a contract of employment, does not in any way limit the right of the Association to terminate my employment and that my employment may be terminated at any time, with or without notice at the discretion of the Association management.

Employee Name

Date

Signature: _____

Muirfield Association, Inc.

APPENDIX 1

HARASSMENT, SEXUAL HARASSMENT, AND RETALIATION ACKNOWLEDGEMENT

I acknowledge that I have received and read Muirfield Association, Inc. (herein after the "Muirfield") policies on discrimination, harassment, and sexual harassment. I understand that discrimination or harassment will not be tolerated at Muirfield. I acknowledge that if I engage in such behavior, I may be disciplined, up to and including termination.

I understand that I am expected to participate in any investigation into discrimination, harassment, and sexual harassment. I further understand that I will not be retaliated against for reporting discrimination, harassment, or sexual harassment, and that adverse action will not be taken against me because I, in good faith, report or participate in the investigation of a violation of this policy.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee name (please print)

Signature

Date

Muirfield Association, Inc.

APPENDIX 2 EMPLOYEE TECHNOLOGY ACCESS AGREEMENT

As a condition of your continued at-will employment at Muirfield Association, Inc. (hereinafter the “Muirfield”) and having access to its communications technologies and information systems, you must agree to all of the terms in this access agreement. By signing this agreement, you acknowledge and consent that when you access, either through Muirfield-owned or personal devices, Muirfield computer technologies and information system:

1. You are accessing an information system that is owned by Muirfield and is provided for Muirfield-authorized use only as explained in its current policies;
2. You consent to the following conditions:
 - a.** General Manager and/or his/her authorized designees routinely access, intercept, monitor, capture, or observe (in real time or by recording, including logging, video, digital, and/or audio) all communications, usage, and information in its information system (including communication systems not yet developed) to ensure compliance with Muirfield, to assess and improve Employees individual performance, residential relations, and the quality of services provided by Muirfield and to ensure the proper working order, the security of Muirfield and residential data, the appropriate use by Employees, to investigate complaints and/or suspected misconduct, and to retrieve the contents of any information in Muirfield information systems and equipment. You consent to these actions whether or not you are notified at the time they are occurring.
 - b.** Smart-phones, tablets, and similar devices used for remote/mobile access to Muirfield information systems must allow/support the ability to send a remote command to destroy all data on the Smartphone/device in the event the Smartphone/device is lost, stolen, no longer authorized to access Muirfield information systems, or when Muirfield deems it necessary to protect Muirfield and/or residential information. You understand and agree that you are responsible to keep up-to-date backups of personal information on your Smartphone/device.
 - c.** If you are not exempt from overtime pay, you are not permitted to access Muirfield information systems during non-working hours without prior permission by your supervisor or General Manager.
 - d.** You may not access Muirfield information systems or transmit or review business communications while operating a motor vehicle.
 - e.** Muirfield may restrict your access to any site or Muirfield-controlled system without notice.
 - f.** At any time, Muirfield, or its authorized designees, may inspect, capture, and/or take data stored on its information system.
 - g.** Communications using, or data stored on, Muirfield’s information system are not private, and are subject to routine monitoring, interception, capture, and search, and may be disclosed or used for any Muirfield-authorized purpose.

Muirfield Association, Inc.

h. Muirfield information systems includes security measures (e.g., authentication and access controls) to protect Muirfield interests, not for personal benefit or privacy.

i. Nothing in this agreement will be interpreted to limit my consent, or in any other way restrict or affect, any Muirfield actions for purposes of network administration, operation, protection, or defense, or communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

3. You agree not to disclose or allow any other person to use your access codes to Muirfield information systems.

I, (*print name*) _____, have received and have read the contents of Muirfield's Computer Systems and Electronic Mail policy, Communications Technologies Acceptable Use policy, and this Employee Technology Access Agreement. In consideration of my continued at-will employment with Muirfield and continued access to its information technology resources, I agree to abide by the terms and conditions stated in the Handbook and this agreement.

Employees who are not exempt from overtime pay are not permitted to access Muirfield information systems during non-working hours.

Exempt Employees may have to conduct work business while away from the Workplace. Exempt Employees are not permitted to access Muirfield information systems or otherwise conduct work-related business by texting or emailing while operating a motor vehicle under any circumstances, whether on a company-issued or personal mobile/Smartphone. Additionally, Employees are not permitted to conduct work-related business by talking on their mobile phones while driving without a hands-free device under any circumstances.

I understand that I have no expectation of privacy when using Muirfield resources and that all Employees using Muirfield information technology resources are subject to having activities on the system monitored and recorded. I expressly consent to such monitoring and recording.

I understand that if I violate the terms and conditions contained in this Employee Technology Access Agreement and Muirfield's Computer Systems and Electronic Mail policy, the Communications Technologies Acceptable Use policy, that violation may result in disciplinary action, up to and including termination, and/or legal action being taken against me.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee Name (print) _____

Signature

Date

Muirfield Association, Inc.

APPENDIX 3

SOCIAL MEDIA POLICY ACKNOWLEDGEMENT

I have reviewed Muirfield Association, Inc. (“Muirfield”) Social Media Policy in the Muirfield Association, Inc. Employee Handbook (“Handbook”), that includes a wide variety of social media, including social networking sites such as Facebook; blogs and microblogs including Twitter; content communities such as YouTube or picture sharing sites; collaborative products such as Wikipedia; virtual social worlds such as Second Life; and virtual game worlds such as World of Warcraft. I understand that I am prohibited from using social media to:

- Violate Muirfield’s information and technology resources and communications systems policies.
- Violate Muirfield’s confidentiality and proprietary rights policies, failing to maintain the confidentiality of Muirfield’s trade secrets and private or confidential information, or posting internal reports, policies, procedures, or other internal business-related confidential communications.
- Circumvent Muirfield’s ethics and standards of conduct policies.
- Post information about Muirfield, fellow Employees, residents, suppliers, vendors, or people working on behalf of Muirfield.
- Harass or bully other Employee(s) in any way.
- Circumvent policies prohibiting unlawful discrimination against current Employees or applicants for employment.
- Violate Muirfield’s privacy policies (for example, accessing private password protected sites of fellow Employees without permission).
- Violate any other laws or ethical standards (for example, using social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial “buzz” about our business).

I understand that I am permitted to use Muirfield’s information and technology resources and communications systems only for appropriate business purposes. I therefore agree that I will not engage in any conduct that violates Muirfield’s Social Media policy, as articulated in the Handbook.

I further understand that social media interaction follows the same rules as any other interaction with respect to discrimination and harassment, or any other Muirfield policies or Employee obligations.

I understand that if I violate a Muirfield policy, I will be subject to corrective action, up to and including termination of employment.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee Name (print) _____

Signature:

Date

Muirfield Association, Inc.

Appendix 4

EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT

I acknowledge that I have received a copy of Muirfield Association, Inc. (hereinafter the “Muirfield”) Employee Handbook (the “Handbook”). I understand that this Handbook replaces any and all prior verbal and written communications regarding Muirfield’s working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, and benefits described in this Handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an Employee of Muirfield.

This Handbook describes my obligations as an Employee of Muirfield and I am to be familiar with its contents. I understand that if I have questions or concerns at any time about the Handbook, I will consult the General Manager for clarification.

All Employees are deemed ‘at-will’ Employees who are subject to all of the provisions of the doctrine of at-will employment in Ohio. I acknowledge that the Handbook contains an At-Will Employment Policy that explains:

- **Either Muirfield or I can terminate my employment relationship at any time, with or without cause, and with or without notice;**
- That this employment-at-will relationship is in effect regardless of any other written statements, policy, procedure, practice, or form contained in this Handbook, in any other Muirfield documents, or in any verbal statements to the contrary; and

Finally, I understand that the contents of this Handbook are simply policies and guidelines. This Handbook is not a contract or implied contract with Employees, nor do any provisions of this Handbook create a contractual relationship between Muirfield and its Employees. I further acknowledge that the contents of the Handbook may change at any time.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

I have read and understand the contents of this Handbook and will act in accord with these policies and procedures as a condition of my employment with Muirfield. **By signing below, I acknowledge I received a copy of this Handbook, and that I understand my status as an at-will Employee.**

Employee name (please print) _____

Signature: _____

Date: _____

Please return executed copy to Association Office.