THE ART AGENCY LLC · HUMAN RESOURCES

Employee Handbook

The Art Agency LLC · New Hampshire Resident Agency

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Section 1: Welcome and Purpose of This Handbook

Welcome to The Art Agency LLC. This Employee Handbook establishes the terms, conditions, and expectations of employment with the agency. It is designed to be read alongside the Operations Handbook, which governs how work is performed. This handbook governs the terms and expectations of your employment.

This handbook applies to all employees of The Art Agency LLC, regardless of position, location, or employment classification. It supersedes all prior handbooks, policies, or representations regarding the terms of your employment.

The Art Agency LLC reserves the right to revise, supplement, or rescind any policy in this handbook at any time, in its sole discretion. Employees will be notified of material changes. The only policy that cannot be changed unilaterally is the at-will employment policy described below.

1.1 At-Will Employment

Employment with The Art Agency LLC is at-will. This means that either you or the agency may terminate the employment relationship at any time, with or without cause, and with or without advance notice. Nothing in this handbook, the Operations Handbook, or any other agency document creates or is intended to create a contract of employment for any specific duration. No manager, supervisor, or representative of the agency has the authority to enter into any agreement for employment for any specified period or to make any promises contrary to this policy.

Employees acknowledge the at-will nature of their employment by signing the Handbook Acknowledgment form at the end of this document.

1.2 Relationship to the Operations Handbook

This Employee Handbook defines the terms and expectations of employment. The Operations Handbook (maintained separately) defines how work is performed—producer workflows, CSR procedures, system protocols, compliance documentation, and E&O risk management. Where topics overlap, one document owns the content and the other references it. This handbook does not duplicate operational procedures; instead, it references the Operations Handbook by section number. See the cross-reference guide in Appendix A.

Section 2: Equal Employment Opportunity

The Art Agency LLC provides equal employment opportunities to all employees and applicants without regard to race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, veteran status, marital status, or any other characteristic protected by applicable federal, state, or local law. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, compensation, and training.

The Art Agency LLC complies with the New Hampshire Law Against Discrimination (RSA 354-A), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, and all other applicable anti-discrimination laws.

2.1 Reasonable Accommodations

The Art Agency LLC will provide reasonable accommodations to qualified individuals with disabilities, sincerely held religious beliefs, and pregnancy-related conditions, unless doing so would cause an undue hardship. Employees who need an accommodation should contact their manager or the Principal Agent to begin an interactive dialogue.

2.2 Pregnant Workers Fairness Act

As required by the federal Pregnant Workers Fairness Act (PWFA), The Art Agency LLC will provide reasonable accommodations to employees and applicants with known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would cause undue hardship. Accommodation requests should be submitted in writing to your manager or the Principal Agent.

2.3 Reporting Discrimination

Any employee who believes they have experienced or witnessed discrimination should report it immediately to their manager or the Principal Agent. If the complaint involves the employee's manager, the employee should report directly to the Principal Agent. If the complaint involves the Principal Agent, the employee should contact the agency's legal counsel directly. Reports may be made verbally or in writing. All reports will be investigated promptly and confidentially to the extent possible. Retaliation against anyone who reports discrimination in good faith or participates in an investigation is strictly prohibited and will result in disciplinary action up to and including termination.

Section 3: Employment Details

3.1 Employment Classifications

Each employee is classified as either exempt or non-exempt under the Fair Labor Standards Act (FLSA) and applicable New Hampshire law. Classification determines eligibility for overtime pay. Producers are classified as exempt outside sales employees. CSRs are classified as non-exempt. Your offer letter specifies your classification.

In addition, employees are designated as:

- Full-time: Regularly scheduled for 30 or more hours per week.
- Part-time: Regularly scheduled for fewer than 30 hours per week.

3.2 Introductory Period

All new employees serve a 90-calendar-day introductory period beginning on their date of hire. This period allows both the agency and the employee to evaluate fit, performance, and capabilities. Significant absences will extend the introductory period by the length of the absence.

Successful completion of the introductory period does not alter the at-will nature of employment, create a contract, or guarantee continued employment.

During the introductory period, employees are expected to complete all required onboarding and training per Operations Handbook Section 14.3, including E&O awareness training within 30 days and system training within the first week.

3.3 Immigration Law Compliance

The Art Agency LLC complies with the Immigration Reform and Control Act of 1986. All new employees must complete Form I-9 and present acceptable documentation establishing identity and work authorization within three business days of their start date. All offers of employment are conditioned on satisfactory evidence of authorization to work in the United States.

3.4 Background Checks

All offers of employment are contingent upon satisfactory completion of a background check, which may include criminal history, employment verification, and verification of insurance licensing.

Background checks are conducted in compliance with the Fair Credit Reporting Act and all applicable state law.

3.5 Insurance Licensing Requirement

All producers must hold an active Property & Casualty license in New Hampshire (resident state) and in every state where they solicit or service insurance business. Maintaining an active license in all required states is a condition of continued employment. A producer whose license is suspended, revoked, or lapses for any reason must notify their manager immediately. Failure to maintain required licensing may result in immediate suspension of duties and may result in termination.

Per Operations Handbook Section 9, producers may not solicit or write business in any state where both the agency and the individual producer do not hold valid licenses. Violations of this policy expose the agency to regulatory sanctions, E&O liability, and potential loss of carrier appointments.

Section 4: Compensation and Pay Practices

4.1 Pay Structure

Producer compensation consists of a base salary plus performance-based commissions. The details of your compensation plan, including base salary amount, commission tiers, chargeback terms, and renewal commission rates, are documented in your individual offer letter and compensation agreement. The agency reserves the right to modify compensation structures with reasonable notice. Any changes to compensation will be communicated in writing, and employees will be asked to acknowledge receipt per RSA 275:49.

4.2 Commission Structure and Eligibility at Separation

Commissions paid on policies that cancel within the applicable chargeback period are subject to pro-rata recovery. The chargeback period and calculation method are specified in your compensation agreement. Chargeback amounts may be deducted from future commission payments.

Under RSA 275:48, if the agency deducts chargeback amounts from an employee's final wages at separation, the employee must have provided written authorization for such deductions at the time the compensation agreement was originally executed.

Commission Eligibility at Separation

Commission is calculated on a calendar-month basis. To be eligible for commission in any given month, the employee must be actively employed through the last business day of that month. An employee whose employment ends before the last business day of the month—whether by voluntary resignation or involuntary termination—is not eligible for commission for that partial month.

Upon separation, the employee is not eligible for any commission payments for production occurring after the date of separation, including renewals, policy upgrades, or any other post-separation activity on accounts the employee previously serviced. All customer relationships, policies, and renewals are the exclusive property of the agency per the Non-Solicitation & Confidentiality Agreement.

This commission eligibility policy is part of the compensation agreement and will be acknowledged in writing at the time of hire per RSA 275:49.

4.3 Pay Schedule

Employees are paid on a biweekly basis. Wages are paid within 15 days after the end of the pay period, per RSA 275:43. Pay is distributed via direct deposit. Each pay statement will itemize gross wages, deductions, and net pay.

⚠ REVIEW FLAG: Management to confirm: Biweekly pay schedule. NH law allows weekly or biweekly. If you prefer weekly, update this section. Biweekly requires payment within 15 days of end of pay period; weekly requires payment within 8 days.

4.4 New Hampshire Wage Notice Requirements

At the time of hire, every employee will receive written notice of their rate of pay, pay schedule, and place of payment, per RSA 275:49 and NH Administrative Rule Lab 803.03. Any changes to pay rates, compensation structure, or fringe benefits will be communicated in writing, and the employee's signed acknowledgment of the change will be retained on file. Under New Hampshire law, vacation pay, sick leave, and all other fringe benefits are considered wages. This handbook constitutes the required written notification of fringe benefit policies.

4.5 Overtime

Non-exempt employees who work more than 40 hours in a workweek will be paid overtime at 1.5 times their regular hourly rate, in compliance with the FLSA and New Hampshire law. All overtime must be approved in advance by your manager. Paid leave (PTO, holidays) does not count toward hours worked for overtime calculation purposes.

4.6 Reporting Pay

Under RSA 275:43-a, any non-exempt employee who reports to work at the agency's request—including reporting from a home office—is entitled to be paid for at least two hours at their regular rate, regardless of the actual hours worked. This applies to early dismissals due to weather, client cancellations, or operational changes.

4.7 Timekeeping

Non-exempt employees must accurately record all hours worked, including start and end times, meal periods, and any departure from work for personal reasons. Falsifying time records is grounds for immediate termination.

4.8 Pay Deductions

The agency will make only deductions required by law (taxes, garnishments, court orders) and deductions voluntarily authorized in writing by the employee (benefit premiums, chargeback recovery per compensation agreement). All deductions are itemized on each pay statement. If you believe a deduction is incorrect, notify your manager immediately; errors will be corrected in the next pay period.

4.9 Final Pay

Involuntary termination: All wages owed are due within 72 hours of separation, per RSA 275:44.

Voluntary resignation: If the employee provides at least one pay period's notice, all wages are due within 72 hours of the last day worked. Otherwise, final wages are due by the next regular payday.

Final wages include all earned base salary, commissions earned through the last day of employment, and any accrued PTO that is due for payout under this handbook's PTO policy. Chargeback amounts may be deducted from final wages only if the employee signed a written authorization for such deductions at the time the compensation agreement was executed, per RSA 275:48.

Section 5: Work Schedule, Attendance, and Hybrid Work

5.1 Standard Business Hours

Standard agency business hours are Monday through Friday, 8:30 AM to 5:00 PM. Producers may have schedules that vary based on dealership partner hours, lead volume, and customer availability. Individual schedules are set in coordination with your manager.

⚠ REVIEW FLAG: Management to confirm: Standard hours of 8:30–5:00 M–F. Are Saturday dealership events expected? If so, specify frequency and comp time or overtime treatment.

5.2 Work Arrangements

The Art Agency LLC operates with both full-time in-office and hybrid work arrangements, depending on the employee's role, proximity to the Rye office, and business needs. Your work arrangement is determined by your manager at the time of hire and may be adjusted as the agency's needs evolve.

In-office employees report to the Rye office daily during standard business hours. Hybrid employees split time between the Rye office and remote/field work (including dealership visits) on a schedule determined by your manager.

Regardless of work arrangement, all employees are held to the same standard of responsiveness, documentation quality, and compliance with agency procedures. Speed-to-lead standards (first contact within 5 minutes during business hours) apply at all times regardless of location. Call recording through RingCentral is required at all times, per Operations Handbook Section 10.3.

Remote Work Requirements for Hybrid Employees

Hybrid employees working remotely must maintain a dedicated, quiet workspace with reliable high-speed internet access. If working from a location other than their primary remote address, prior approval from your manager is required.

In the event of a power or internet outage that prevents work:

- Notify your manager immediately by phone or text
- For outages under one hour, return to work when service is restored
- For outages exceeding one hour, relocate to an alternative workspace (the Rye office, a library, or other location with internet access) or coordinate with your manager to make up the time
- Extended outages exceeding a full business day require coordination with your manager for alternative work arrangements

Given the agency's speed-to-lead requirements, going dark without communication is not acceptable. A hybrid employee who cannot be reached during scheduled work hours may have their hybrid arrangement revoked.

All work arrangements are a business decision, not an entitlement, and may be modified or revoked based on performance, business needs, or operational requirements.

5.3 Attendance and Punctuality

Reliable attendance is essential. Insurance is a service business with time-sensitive customer needs. Dealership-sourced leads have an extremely short engagement window, and coverage gaps caused by absence can create E&O exposure for the agency.

If you will be absent or late, notify your manager as early as possible before your scheduled start time—no later than the start of your shift. Extended absences require daily contact unless arrangements have been made. An employee who fails to report to work for two consecutive

business days without notification will be considered to have abandoned the position and voluntarily resigned.

5.4 Meal Periods

Under RSA 275:30-a, employees are entitled to a 30-minute meal break after five consecutive hours of work, unless the nature of the work allows the employee to eat while working. Non-exempt employees must take a meal break and may not skip it to shorten their workday or accumulate overtime.

5.5 Nursing Mothers

Under RSA 275:78–83, nursing mothers are entitled to a reasonable unpaid break of 30 minutes for every three hours of work to express milk. The agency will provide a private, non-bathroom space for this purpose. Nursing break time is in addition to any other break time provided.

Section 6: Paid Time Off (PTO)

6.1 PTO Accrual

Full-time employees accrue paid time off (PTO) based on length of service as follows:

Length of Service	Annual PTO Days	Accrual Rate
0–90 days (introductory)	0	N/A
91 days – 1 year	5 days	Accrued per pay period
1–3 years	10 days	Accrued per pay period
3–6 years	15 days	Accrued per pay period
6+ years	20 days	Accrued per pay period

6.2 PTO Usage and Scheduling

PTO may be used in minimum increments of four hours. Requests for one to two days require at least 48 hours' advance notice. Requests for three or more consecutive days require at least two weeks' advance notice. All PTO requests are subject to approval based on business needs and staffing coverage.

PTO cannot be used in conjunction with hours worked to generate overtime. PTO does not carry over from one calendar year to the next. Unused PTO is forfeited at year-end.

6.3 PTO at Separation

Unused, accrued PTO will not be paid out upon separation from employment, whether voluntary or involuntary. This policy is the agency's written notification as required by RSA 275:49.

⚠ REVIEW FLAG: Management to confirm: NH law requires employers to follow their own stated PTO payout policy. If you prefer to pay out unused PTO at separation, update this section. The current policy (no payout) is permissible under NH law as long as it is clearly stated and acknowledged by employees.

6.4 Holidays

The Art Agency LLC observes the following paid holidays for full-time employees:

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

Holiday pay is calculated at the employee's base rate. If a holiday falls on a Saturday, it is not observed on the preceding Friday. If a holiday falls on a Sunday, it is not observed on the following Monday. To be eligible for holiday pay, employees must work their last scheduled day before and first scheduled day after the holiday, unless PTO was pre-approved.

6.5 Jury Duty

The Art Agency LLC will provide unpaid time off for jury duty as required by law. Employees must provide a copy of the jury summons as soon as received and are expected to report for work when the court schedule permits. Employees may use available PTO to supplement jury duty leave.

6.6 Time Off to Vote

Employees who are unable to vote outside of working hours will be granted up to two hours of unpaid time off to vote, with at least two days' advance notice.

Section 7: Leave Policies

7.1 Family and Medical Leave Act (FMLA)

Once The Art Agency LLC employs 50 or more employees within a 75-mile radius, the agency will comply with all FMLA requirements, including up to 12 weeks of unpaid, job-protected leave for qualifying reasons. Until that threshold is met, FMLA does not apply. However, the agency will consider unpaid leave requests on a case-by-case basis. Employees should direct leave requests to their manager.

⚠ REVIEW FLAG: FMLA applies to employers with 50+ employees. The Art Agency currently has fewer than 50 employees. This section is included as a placeholder for future compliance. Remove this flag when the agency reaches the FMLA threshold.

7.2 New Hampshire Paid Family and Medical Leave (NH PFML)

New Hampshire offers a voluntary Paid Family and Medical Leave insurance program through MetLife. NH PFML provides eligible workers with up to 60% wage replacement (capped at the Social Security wage cap) for up to six weeks per year for qualifying events, including the employee's own serious health condition, bonding with a new child, caring for a family member with a serious health condition, or qualifying military exigencies.

The agency's current participation status in NH PFML is detailed in benefits enrollment materials provided at hire. If the agency does not offer an employer group plan, employees may purchase individual coverage from MetLife at a cost of no more than $5 per week. The agency will not retaliate against any employee for using NH PFML benefits.

⚠ REVIEW FLAG: Management to decide: Will the agency purchase a NH PFML group plan through MetLife? Employers who do so receive a 50% Business Enterprise Tax credit on premiums paid. Update this section once a decision is made.

7.3 New Hampshire Parental Medical Leave

Effective January 1, 2026, New Hampshire's Parental Medical Leave law (RSA 275) requires employers with 20 or more employees to provide up to 25 hours of unpaid leave during the first year after the birth or adoption of a child. This leave may be used for the employee's own childbirth-related medical appointments, postpartum care, and the child's pediatric appointments. Employees must provide reasonable advance notice and may be asked for documentation from a healthcare provider.

⚠ REVIEW FLAG: This law applies to employers with 20+ employees. The Art Agency currently has fewer than 20. Included as a placeholder. Remove flag when threshold is reached.

7.4 Military Leave

The Art Agency LLC complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who require leave for military service should provide advance notice when possible. Upon return from military leave, employees will be reinstated to the position they would have attained had they remained continuously employed, in accordance with USERRA.

7.5 Bereavement Leave

Employees may take up to three days of unpaid bereavement leave for the death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, or in-law equivalent). Employees may use available PTO for bereavement.

⚠ REVIEW FLAG: Management to confirm: Bereavement leave—3 days unpaid, with PTO usage optional. Adjust as desired.

7.6 Voicemail and Email Away Message Protocol

Insurance customers may have time-sensitive needs—claims, coverage questions, renewal deadlines—that cannot wait for an employee to return from leave. To ensure continuous customer service, the following protocol applies to all approved absences of one full business day or more:

Voicemail: Before the start of your leave, update your RingCentral voicemail greeting to an away message that includes: (1) the dates you will be out of the office, (2) your expected return date, (3) the name and direct phone number of the employee covering your accounts, and (4) the agency main line (603-956-6180) for immediate assistance.

Email auto-reply: Set up an out-of-office auto-reply on your agency email that includes: (1) the dates you are out and your return date, (2) the name and email of the employee handling your accounts during your absence, and (3) the agency main line and general email for urgent matters.

Coverage handoff: Before leaving, coordinate with the covering employee (or your manager) to review any pending items, upcoming renewals, or open customer requests. Ensure all pending tasks are documented as open activities in AMS360 so the covering employee has full visibility.

Upon returning, restore your standard voicemail greeting and disable the email auto-reply on your first day back.

Section 8: Benefits

The Art Agency LLC provides certain benefits to eligible employees. Benefit eligibility, enrollment procedures, plan details, and costs are communicated separately in benefits enrollment materials provided at the time of hire and during annual open enrollment. This section provides a summary overview; the official plan documents govern in the event of any conflict.

8.1 Health and Welfare Benefits

[Benefits plan details to be inserted once the agency finalizes its benefits offering. This may include health insurance, dental, vision, and/or other welfare benefits.]

⚠ REVIEW FLAG: Management: Insert benefits details here once finalized. If offering a group health plan, ensure compliance with ACA employer mandate if/when the agency reaches 50 FTEs. If offering ICHRA/QSEHRA, consult benefits counsel for notice and documentation requirements.

8.2 Workers' Compensation

The Art Agency LLC provides workers' compensation insurance as required by New Hampshire law. This program covers any injury or illness sustained in the course of employment. Employees must report any work-related injury or illness to your manager immediately, regardless of severity.

8.3 COBRA / NH Continuation Coverage

If the agency offers group health benefits, employees who experience a qualifying event (separation, reduction in hours) may be eligible for continuation coverage under New Hampshire's continuation coverage law (which applies to employers with 2 or more employees) or federal COBRA (which applies to employers with 20 or more employees). Details will be provided at the time of the qualifying event.

8.4 Expense Reimbursement

The agency reimburses the following business expenses upon submission of receipts:

- Mileage: Business mileage to dealership locations and client meetings, reimbursed at the current IRS standard mileage rate

Expense reports should be submitted within 30 days. Reimbursement will be processed on the next regular pay date.

8.5 Licensing and Continuing Education

Licensing fees and continuing education (CE) are the responsibility of the individual producer. The agency does not reimburse licensing fees, license renewal fees, or CE course costs. Maintaining an active license and completing all required CE credits in every state where the producer is authorized to do business is a condition of employment (see Section 3.5).

CE courses must be completed on the producer's own time, not during scheduled work hours, unless an exception is approved in writing by your manager. NH-specific training requirements mandated by the agency (such as the one-time flood insurance course under NH Ins 1302.04) are addressed separately in Operations Handbook Section 21.

Section 9: Workplace Conduct and Professional Standards

9.1 Business Ethics and Professional Conduct

The Art Agency LLC operates in a regulated industry where trust, accuracy, and integrity are fundamental. Every employee is expected to conduct themselves with the highest degree of professionalism and ethical behavior. This means accurate recordkeeping, honest communication with customers and carriers, and compliance with all applicable laws, regulations, and agency procedures.

If it isn't documented, it didn't happen. This is the agency's E&O philosophy. Every customer interaction, every coverage recommendation, every declination, and every change must be

documented in AMS360 per the Operations Handbook. Failure to maintain required documentation is a compliance violation subject to disciplinary action.

9.2 Confidentiality and Client Data Protection

Employees have access to sensitive customer information, including personal identifying information (PII), financial data, policy details, and health information. All such information must be handled in strict compliance with the data security requirements in Operations Handbook Section 23. Key requirements:

- Customer information is disclosed only to authorized individuals on a need-to-know basis
- No customer information is stored on personal devices, personal email accounts, or unapproved cloud services
- All agency systems are accessed through individual, non-shared credentials
- Data breaches or suspected breaches are reported immediately per Operations Handbook Section 23

Violations of data security policies may result in disciplinary action up to and including termination, and may also constitute a violation of state and federal law.

9.3 Conflicts of Interest and Outside Employment

Employees must avoid situations where their personal interests conflict with the agency's interests. No employee may maintain an outside business relationship—including an independent insurance practice, appointment, or side arrangement—that competes with the agency's business. Outside employment is permitted only if it does not interfere with job performance, create a conflict of interest, or compete with the agency. Employees must disclose all outside employment to your manager.

9.4 Workplace Conduct and Work Rules

The following conduct is prohibited and may result in disciplinary action up to and including immediate termination:

- Soliciting insurance business in any state where the agency or the individual is not licensed
- Falsifying documentation, applications, or any agency record
- Binding coverage without a signed application
- Sharing login credentials for any agency system
- Mishandling premium trust account funds
- Theft, fraud, or dishonesty of any kind
- Insubordination or refusal to perform assigned duties
- Violence, threats of violence, or possession of weapons on agency property
- Reporting to work under the influence of drugs or alcohol

9.5 Drug and Alcohol Policy

The Art Agency LLC is committed to providing a safe, drug-free workplace. Employees may not manufacture, distribute, possess, or use illegal drugs or alcohol on agency premises, in agency vehicles, or while conducting agency business. Employees who are impaired by any substance—including legally prescribed medication—may not perform job duties. If prescribed medication may impair performance, notify your manager to discuss accommodations. Violation of this policy may result in termination.

9.6 Personal Appearance

Employees represent the agency to customers, carriers, and dealership partners. Professional, business-casual attire appropriate for client-facing interactions is expected. When visiting dealership partners or attending carrier events, dress accordingly for the environment. Specific dress requirements for events or meetings will be communicated in advance.

9.7 Professional Email Standards

Email is a primary communication channel with customers, carriers, and dealership partners. All email communication sent from agency accounts must meet the following standards:

- Professional tone: Use clear, concise, and courteous language. Avoid slang, abbreviations, or overly casual phrasing. Every email represents the agency.
- Signature block: Every outgoing email must include your full name, title, The Art Agency LLC, phone number, and the agency website. Signature format will be provided during onboarding.
- Response time: Respond to customer and carrier emails within the same business day. If a complete response requires additional time, acknowledge receipt and provide an expected timeline.
- Proofread before sending: Check all emails for spelling, grammar, accuracy of names and policy numbers, and correct attachments before sending. Errors in customer-facing emails erode trust and can create E&O exposure.
- Confidentiality: Never include sensitive customer information (SSN, driver's license numbers, financial account numbers) in unencrypted email. Use secure document sharing or the agency's approved systems for transmitting PII.
- No personal use: Agency email accounts are for business purposes only. Do not use agency email for personal correspondence, subscriptions, or non-work-related activity.

Section 10: Anti-Harassment and Anti-Discrimination

The Art Agency LLC is committed to a workplace free of harassment, intimidation, and discrimination. This policy applies to all employees and extends to interactions with customers, carriers, dealership staff, and any other third party encountered in the course of business.

10.1 Prohibited Conduct

Harassment based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, veteran status, or any other protected characteristic is prohibited. Harassment includes:

- Verbal: Epithets, slurs, derogatory comments, offensive jokes, unwelcome sexual comments or innuendoes
- Physical: Unwelcome touching, assault, physical interference with work
- Visual/Written: Offensive emails, texts, social media posts, posters, drawings, or images

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and any conduct of a sexual nature when submission is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile, or offensive work environment.

10.2 Reporting Procedure

Any employee who experiences or witnesses harassment or discrimination must report it immediately to their manager or the Principal Agent. If the complaint involves the employee's

manager, report to the Principal Agent. If the complaint involves the Principal Agent, contact the agency's legal counsel. Reports may be made verbally or in writing. All complaints will be investigated promptly. Investigations will be conducted as confidentially as possible, with disclosure limited to those who need to know.

10.3 No Retaliation

Retaliation against any employee who makes a good-faith complaint, reports harassment, or participates in an investigation is strictly prohibited. Retaliation is itself a form of harassment and will result in disciplinary action up to and including termination.

Section 11: Performance Management and Discipline

11.1 Performance Expectations

Employees are expected to meet the performance and compliance standards of their position. For producers, key expectations include: meeting lead response time standards (per Operations Handbook Section 4), maintaining documentation standards (per Operations Handbook Section 10), achieving production targets as communicated individually, and completing all required training on time (per Operations Handbook Section 21).

Your manager will provide regular feedback on performance. Formal performance discussions will occur periodically. Producers and CSRs are also evaluated on documentation quality during the monthly audit process described in Operations Handbook Section 13.

11.2 Progressive Discipline

The Art Agency LLC generally follows a progressive discipline approach, which may include:

- Verbal counseling (documented in personnel file)
- Written warning
- Final written warning or performance improvement plan
- Suspension (with or without pay)
- Termination

The agency reserves the right to skip any or all steps of progressive discipline depending on the severity of the conduct. Certain offenses—including those listed in Section 9.4—may result in immediate termination without prior warning. Progressive discipline does not alter the at-will nature of employment.

11.3 Compliance-Related Discipline

Given the regulatory nature of the insurance industry, certain compliance failures carry specific consequences as defined in the Operations Handbook:

- Failure to complete required training within 30 days of due date: Suspension of binding authority (Operations Handbook Section 21)
- Failure to document coverage declinations: Escalation to your manager; written warning (Operations Handbook Section 10.2)
- Binding coverage in an unlicensed state: Immediate suspension pending investigation; potential termination
- Data security breach caused by negligence: Disciplinary action up to termination (Operations Handbook Section 23)

Section 12: Training Requirements

Ongoing training is a condition of employment. The insurance industry is regulated, and the agency's conservative E&O standard requires that every producer and CSR maintain current knowledge of procedures, compliance requirements, and system operations.

Required training is defined in Operations Handbook Section 21, including:

- Operations Handbook review (Day 1; annual refresh)
- E&O awareness training (within 30 days of hire; annual)
- State continuing education (per state licensing cycle)
- AMS360 and agency system training (first week)
- TCPA/Do-Not-Call compliance (within 30 days; annual)
- Data security and privacy (within 30 days; annual)
- Anti-fraud awareness (within 90 days; annual)
- NH one-time flood insurance course (within 1 year of receiving P&C authority, per NH Ins 1302.04)

Failure to complete required training within 30 days of the due date results in suspension of binding authority until training is completed. Continued non-compliance may result in further disciplinary action.

Section 13: Technology, Equipment, and Workplace Monitoring

13.1 Agency-Issued Equipment

The agency may issue equipment including laptops, phones, and software access. All agency-issued equipment remains the property of The Art Agency LLC and must be returned upon separation. Employees are responsible for the care and security of agency equipment. Do not install unauthorized software, disable security features, or use agency equipment for personal purposes unrelated to work.

13.2 System Access and Credentials

Per Operations Handbook Section 14, every employee receives individual login credentials for all agency systems (InsurGrid, Agency Zoom, PL Rater, AMS360, RingCentral). Shared logins are strictly prohibited. Every action in every system must be traceable to a specific individual. Employees who share credentials are subject to disciplinary action up to and including termination.

13.3 Call Recording Acknowledgment

All customer calls placed through or received on the RingCentral phone system are recorded, per Operations Handbook Section 10.3. Call recordings are retained for a minimum of three years. By signing this handbook, you acknowledge and consent to the recording of your business calls. This recording policy is disclosed to customers via the RingCentral greeting.

13.4 Workplace Monitoring

The Art Agency LLC reserves the right to monitor, access, and review all agency systems, email, phone calls, and electronic communications conducted on agency equipment or through agency accounts. Employees should have no expectation of privacy when using agency systems, equipment, or communications tools.

13.5 Cell Phone and Driving Safety

Employees may not text, email, browse, or use social media while driving on agency business. Phone calls while driving must be conducted hands-free. If a hands-free device is unavailable, pull over to a safe location before making or receiving a call. Violations of this policy may result in disciplinary action.

13.6 Social Media and Marketing

All social media posts, advertisements, and marketing materials related to the agency or insurance products must comply with Operations Handbook Section 22. No employee may create or publish insurance-related marketing content without prior approval from your manager. Employees must clearly distinguish personal opinions from agency positions in any social media activity. Do not disclose confidential agency or customer information on any social media platform.

Section 14: Separation of Employment

14.1 Voluntary Resignation

Employees who choose to resign are asked to provide at least two weeks' written notice. The agency reserves the right to accept the resignation immediately and end the employment relationship at its discretion. Failure to provide two weeks' notice may affect rehire eligibility. Final pay timing is governed by Section 4.9.

14.2 Involuntary Termination

Employment may be terminated by the agency at any time, with or without cause, consistent with the at-will employment policy. Termination may result from performance issues, policy violations, business restructuring, or any other reason not prohibited by law.

14.3 Offboarding Procedures

Upon separation, the agency will execute the offboarding procedures documented in Operations Handbook Section 14.3, including:

- Immediate deactivation of all system access (within 2 hours of separation)
- Reassignment of all leads, policies, and customer relationships
- Collection of all agency equipment, materials, and property
- Notification to carriers to remove the departing producer's authority

The departing employee must return all agency property, customer information, and confidential materials on or before the last day of employment.

14.4 Non-Solicitation and Confidentiality

All employees are required to sign the agency's Non-Solicitation & Confidentiality Agreement as a condition of employment. This agreement governs post-employment obligations including the 12-month customer non-solicitation period, the prohibition on recruiting agency employees, ongoing confidentiality obligations, and the agency's ownership of the book of business. The Non-Solicitation & Confidentiality Agreement is a separate, standalone document and is not altered or superseded by this handbook.

14.5 Return of Property

Upon separation, employees must return all agency property, including but not limited to laptops, phones, keys, access badges, agency-branded materials, customer files (in any format), and any

documents or materials containing confidential information. Employees may not retain copies of any agency or customer information in any form.

14.6 COBRA / Continuation Coverage

If applicable, information about continuation of health coverage will be provided at the time of separation, per Section 8.3.

Section 15: Safety, Security, and Emergency Procedures

15.1 Workplace Safety

The Art Agency LLC is committed to providing a safe work environment. All employees are responsible for following safe work practices, reporting hazards or unsafe conditions to your manager, and immediately reporting any work-related injury or illness, regardless of severity.

15.2 Workplace Violence

The Art Agency LLC maintains a zero-tolerance policy for violence, threats of violence, intimidation, or any conduct that creates a hostile or unsafe environment. Firearms and weapons are prohibited on agency premises. Any employee who feels threatened should report the situation immediately and is empowered to contact law enforcement directly if they believe there is an imminent threat to safety.

15.3 Smoke-Free Workplace

The agency maintains a smoke-free, vape-free workplace in compliance with New Hampshire law (RSA 155:64–155:77). Smoking and vaping are prohibited in all agency facilities and vehicles.

15.4 Emergency and Business Continuity

Emergency closings and business continuity procedures are documented in Operations Handbook Section 24. In the event of an emergency, The Principal Agent or designated manager will communicate instructions via RingCentral and/or text message.

Section 16: Dealership Channel Compliance

Dealership partnerships are the agency's primary lead source. Because dealership staff are not licensed to sell insurance, all employees must understand and enforce the boundary between permissible referral activity and impermissible solicitation.

16.1 What Dealership Staff May Do (Refer)

- Hand a customer a card or QR code for The Art Agency
- Tell a customer that the agency can help with insurance
- Collect a customer's contact information and pass it to the agency

16.2 What Dealership Staff May NOT Do (Solicit)

- Recommend specific coverage types, limits, or carriers
- Discuss premium amounts or coverage comparisons
- Advise a customer to switch carriers or cancel existing coverage
- Fill out applications or bind coverage

- Negotiate terms on behalf of the agency

If any Art Agency employee becomes aware that dealership staff are engaging in solicitation activity, they must report it to their manager immediately. The agency is responsible for the activities of its referral partners and could face regulatory sanctions if unlicensed individuals are soliciting insurance. See Operations Handbook Section 9 for detailed compliance procedures.

Section 17: State Employment Law Compliance

The Art Agency LLC is a New Hampshire resident agency. The employment policies in this handbook are designed to comply with New Hampshire law, which governs the employment relationship for all agency employees. As the agency expands operations into additional states and may employ individuals in those states, this section will be updated to address state-specific requirements.

17.1 New Hampshire-Specific Provisions

The following NH-specific provisions are incorporated throughout this handbook:

- At-will employment (Section 1.1)
- Wage notice requirements under RSA 275:49 (Section 4.4)
- Biweekly pay within 15 days per RSA 275:43 (Section 4.3)
- Final pay: 72 hours for termination; next payday for resignation per RSA 275:44 (Section 4.9)
- Reporting pay: 2-hour minimum per RSA 275:43-a (Section 4.6)
- Meal break: 30 minutes after 5 hours per RSA 275:30-a (Section 5.4)
- Nursing mothers: 30-minute break per 3 hours per RSA 275:78–83 (Section 5.5)
- Non-solicitation agreement: RSA 275:70 compliant (Section 14.4)
- Smoke-free workplace per RSA 155:64–155:77 (Section 15.3)
- NH PFML (voluntary) (Section 7.2)
- Personnel file access: employees may request access per RSA 275:56 (Section 17.2)
- Wage disclosure protection: RSA 275:38-b prohibits employers from requiring wage secrecy (Section 17.3)

17.2 Personnel Files

Under RSA 275:56, employees have the right to inspect their personnel file. Requests must be made in writing to your manager. The agency will provide access within a reasonable time during normal business hours. Personnel files are confidential and accessible only to those with a legitimate business need.

17.3 Wage Transparency

Under RSA 275:38-b, The Art Agency LLC may not require employees to refrain from disclosing their wages as a condition of employment, and may not terminate, discipline, or discriminate against any employee for disclosing their wages.

17.4 Multi-State Employment

As the agency expands to additional states (planned: PA, FL, NV, NJ, MA, GA, OH, TX), state-specific addenda will be added to this handbook to address differing requirements for final pay, leave, anti-discrimination protections, and other employment matters. Until a state addendum is issued, New Hampshire law and these handbook policies apply.

⚠ REVIEW FLAG: When the agency hires employees working in states other than NH, add state-specific addenda. Key states with significant differences: MA (earned sick time, pay equity, non-compete restrictions), CA (if ever applicable—extensive requirements), FL/TX (minimal additional requirements), PA/NJ/GA/OH/NV (review at time of expansion).

Appendix A: Operations Handbook Cross-Reference Guide

This appendix maps topics that overlap between the Employee Handbook and the Operations Handbook. The "Owned By" column identifies which document contains the detailed procedure or policy. The other document references it.

Topic	Owned By	Referenced In
Producer workflow	Operations Handbook Sec. 4–5	—
CSR workflow	Operations Handbook Sec. 6	—
System procedures	Operations Handbook Sec. 2	—
Compliance procedures	Operations Handbook Sec. 9–10	Employee Handbook Sec. 9, 11
Onboarding steps	Operations Handbook Sec. 14.3	Employee Handbook Sec. 3.2
Offboarding steps	Operations Handbook Sec. 14.3	Employee Handbook Sec. 14.3
Training requirements	Operations Handbook Sec. 21	Employee Handbook Sec. 12
Data security procedures	Operations Handbook Sec. 23	Employee Handbook Sec. 9.2
Social media / marketing	Operations Handbook Sec. 22	Employee Handbook Sec. 13.6
Call recording policy	Operations Handbook Sec. 10.3	Employee Handbook Sec. 13.3
Error correction / escalation	Operations Handbook Sec. 15	Employee Handbook Sec. 11.3
At-will employment	Employee Handbook Sec. 1.1	—
Compensation plan details	Employee Handbook Sec. 4	—
PTO and leave policies	Employee Handbook Sec. 6–7	—
Anti-harassment / EEO	Employee Handbook Sec. 2, 10	—
Progressive discipline	Employee Handbook Sec. 11	Operations Handbook Sec. 15
Workplace conduct	Employee Handbook Sec. 9	—
State employment law	Employee Handbook Sec. 17	—

Appendix B: Employee Handbook Acknowledgment

By signing below, I acknowledge the following:

1. I have received a copy of The Art Agency LLC Employee Handbook (Version 1.1, June 2026).

2. I understand that it is my responsibility to read, understand, and comply with the policies in this handbook.

3. I understand that employment with The Art Agency LLC is at-will, meaning either I or the agency may end the employment relationship at any time, with or without cause, and with or without notice.

4. I understand that this handbook is not a contract of employment and does not guarantee employment for any specific duration.

5. I understand that The Art Agency LLC reserves the right to revise, supplement, or rescind any policy in this handbook at any time, except for the at-will employment policy.

6. I acknowledge and consent to the recording of business calls conducted through the agency phone system.

7. I acknowledge that this handbook, together with the Operations Handbook and the Non-Solicitation & Confidentiality Agreement, sets forth the terms and expectations of my employment.

_____

Employee Signature Date

_____

Employee Printed Name

_____

Principal Agent Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Appendix C: Review Flags Summary

The following items are flagged throughout this handbook for management review before distribution. Once resolved, remove the flags and this appendix.

Section	Flag	Decision Needed
4.3	Pay schedule	Biweekly assumed. Confirm or change to weekly.
5.1	Business hours	8:30–5:00 M–F assumed. Saturday/evening expectations?
6.3	PTO payout at separation	Current policy: no payout. Confirm.
7.1	FMLA placeholder	Remove flag when 50-employee threshold is met.
7.2	NH PFML group plan	Will the agency purchase a group plan via MetLife?
7.3	Parental Medical Leave	Remove flag when 20-employee threshold is met.
7.5	Bereavement leave	3 days unpaid assumed. Confirm.
8.1	Benefits details	Insert benefits plan details when finalized.
17.4	Multi-state addenda	Add state addenda as employees are hired in new states.