



TRAINING APPLICATION

Franchisee: _____ Trainee: _____

PLEASE CHECK YES OR NO FOR EACH OF THE FOLLOWING:

YES NO

- | | | |
|---|--------------------------|--------------------------|
| 1. Franchisee agrees that Trainee will comply with the Jimmy John's Personal Grooming and Uniform Dress Code during training. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Franchisee agrees that Trainee will comply with all Training Rules during training. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Franchisee agrees that Trainee will comply with the Jimmy John's Training Drug & Alcohol Policy during training. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Franchisee and Trainee understand that any violation of any Jimmy John's Training policies may result in Trainee's dismissal from the program and forfeiture of the training slot and any fees paid. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Trainee is 18 years of age or older. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is Trainee replacing a certified manager in the store? | <input type="checkbox"/> | <input type="checkbox"/> |

If "Yes", please list the store number and location: _____

MANDATORY ITEMS TRAINEE MUST BRING TO TRAINING

1. 4 most recent weeks of your store's completed inventory*
2. A copy of your unit P&L for the period immediately preceding your classroom enrollment date*
3. A copy of your last period's Business Coach Survey*
4. Your read copy of *The One Minute Manager* and *The Go Getter*
5. Clean and good-quality current Jimmy John's uniforms and hat. Plan to wash your clothes daily or bring enough with you.
6. 6" plastic ruler
7. Spiral notebook
8. Hand-held calculator (cell phone calculators are not permitted)
9. Your completed and signed Training Application

*If you are a new franchisee opening your first store, #1-#3 above are not required.

The Certified Manager Training program is divided into classroom and in-shop experiences, designed to give you a solid foundation so that you are able to leave us and open your doors for business. You will find there are many resources available to you, and we are committed to providing you the ultimate training experience. If you attend training will someone else from your franchise organization, you will each be in different stores throughout the program.

Franchisee and Trainee have reviewed, understand, and agree to comply with all Jimmy John's Training policies, as set forth in this document.

Franchisee signature: _____ Date: _____



STATEMENT AND ACKNOWLEDGEMENT OF CONFIDENTIALITY

THIS STATEMENT AND ACKNOWLEDGEMENT OF CONFIDENTIALITY (the "Agreement") is made as of _____, 20__ (the "Effective Date") by and between JIMMY JOHN'S FRANCHISE, LLC, a Delaware limited liability company ("JJF") and _____ ("Trainee").

1. **Background.** JJF has developed and offers a training program (the "Program") for certain employees of JIMMY JOHN'S® Sandwich Shops, operated by Jimmy John's Enterprises, LLC ("JJE") or independently owned and operated by franchisees. Trainee desires to participate in the Program, and acknowledges that during the Program, Trainee may have access to Confidential Information, as defined below. Trainee understands the importance of preserving the confidentiality of the Confidential Information.

Trainee acknowledges that JJF is willing to allow Trainee to participate in the Program only on the condition that Trainee agrees to comply with the obligations of this Agreement, and that JJF would be unwilling to allow Trainee to participate in the Program and have access to Confidential Information if Trainee were unwilling to confirm the importance of and agree to comply with all provisions of this Agreement. Trainee further understands that complying with this Agreement is essential to protect JJF's legitimate business interests.

Trainee hereby agrees to comply with the obligations of this Agreement as set forth below.

2. **Confidentiality.** (a) The term "Confidential Information," as used in this Agreement, means certain confidential and proprietary information, including trade secrets, relating to the development and operation of JIMMY JOHN'S® Sandwich Shops. Confidential Information includes, but is not limited to: (i) plans and specifications for developing JIMMY JOHN'S® Sandwich Shops; (ii) training methods, materials, programs, and systems for trainees and employees of JJE and of independently owned and operated JIMMY JOHN'S® Sandwich Shops; (iii) methods, techniques, menus, recipes, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience in developing and operating JIMMY JOHN'S® Sandwich Shops; (iv) marketing, advertising, and promotional programs for JIMMY JOHN'S® Sandwich Shops and the JIMMY JOHN'S® System; (v) Operations Manuals; (vi) knowledge of specifications for and suppliers of ingredients, products, materials, supplies, equipment, and services used in connection with developing and operating JIMMY JOHN'S® Sandwich Shops; (vii) identities of suppliers and terms of supplier contracts; (viii) knowledge of operating results and financial performance of JIMMY JOHN'S® Sandwich Shops; (ix) ongoing product and service research and development; and (x) new site investigation or selection criteria.
(b) In consideration of JJF's willingness to admit Trainee to the Program and the training that JJF will provide to Trainee, Trainee agrees to the use the Confidential Information only to the extent reasonably necessary to perform his or her duties in connection with the Program and with developing and operating a JIMMY JOHN'S® Sandwich Shop; to maintain the absolute confidentiality of each item of Confidential Information; to refrain from making unauthorized copies of any portion of the Confidential Information disclosed in any form whatsoever; and to adopt and implement all reasonable procedures prescribed from time to time by JJF to prevent the unauthorized use or disclosure of or access to the Confidential Information.
(c) Upon termination from the Program for any reason, or upon a request by JJF, Trainee will return to JJF all tangible materials embodying Confidential Information in Trainee's possession or control, including but not limited to Certification Manuals, specifications, documents, records, models, or any other material or copies or reproductions thereof.

3. **Prohibition on Use of Confidential and Trade Secret Information.** Without the express written consent of JJF, which may be granted or withheld by JJF in its sole discretion, Trainee agrees that until the Confidential Information at issue is readily available publicly, other than as a result of disclosure by Trainee or other parties who are not authorized to make disclosure, Trainee shall not, working alone or in conjunction with one or more persons or entities, for compensation or not, use or disclose Confidential Information. JJF and Trainee also recognize that certain jurisdictions provide additional protection for statutorily defined trade secrets, and this Agreement does not waive any such protections. Notwithstanding anything to the contrary set forth herein, Trainee agrees he or she will not use any of JJF's trade secret information at any time, in any capacity, directly or indirectly, to compete in any manner or on anyone's behalf, directly or indirectly, with JJF.

4. **Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both JJF and Trainee.

5. **Costs and Attorneys' Fees.** The prevailing party in any action to enforce the obligations under this Agreement is entitled to an award of attorney's fees and costs. Trainee agrees to reimburse JJF for all costs and expenses, including attorney's fees, that JJF incurs to enforce this Agreement against Trainee.

6. **Governing Law.** This Agreement and the relationship of the parties will be governed by the laws of the State of Illinois, without regard to its conflicts of laws rules.

7. **Severability.** The parties desire that this Agreement be enforced to the fullest extent possible under applicable law and therefore agree that, if any provision is deemed to be unenforceable or unlawful, that provision will be ignored to the extent of its unenforceability or unlawfulness, but the remaining portions of that provision, and this Agreement as a whole, will be enforced to the fullest extent possible. The parties expressly agree that any court may "blue pencil" any provision in this Agreement and enforce it to the maximum extent allowed under applicable law.

Trainee: _____

Date: _____

Signature: _____



WORKERS' COMPENSATION INFORMATION

Our training program is safety focused; however, injuries may occur. If a trainee is injured during the scope of the training experience and wishes to seek medical treatment, we will direct the trainee to a local occupational medicine facility or the emergency room, as appropriate. In the event of an emergency, we will call 911. If requested by a trainee, a member of the Jimmy John's Training Department may transport the trainee to the appropriate medical facility. If a trainee seeks medical treatment, our Human Resources department will forward to the Franchisee the First Report of Injury as completed by the Training Department. It is the responsibility of the Franchisee to report such injuries to its carrier and/or state agency as applicable.

Franchisees: Please provide the following information. This information will be used by the medical provider and our Human Resources department in order to properly route the required information and medical bills.

Franchise Business Name: _____

Franchisee Contact (ie. owner, area manager): _____

Franchisee Address: _____

Franchisee Phone: _____

Check preferred method to receive report: Fax # _____ Email _____

Workers' Compensation Insurance Carrier: _____

Carrier's Address: _____

Policy Number: _____

By signing below, you acknowledge that the information provided above is correct, and you agree to comply with workers' compensation laws and that any medical bills that result from an injury during training are your financial responsibility.

Franchisee signature: _____ Date: _____



TRAINING RULES

You acknowledge and agree that you are employed by an independent Jimmy John's franchisee, and that neither these Training Rules, any other Training policies or procedures, or your participation in the Training Program will create or be construed to create an employment relationship with JJF or JJE. Failure to comply with the items below may result in immediate dismissal from the Jimmy John's Training Program.

1. **Jimmy John's Number One "Golden Rule"**

IF YOU AGREE TO DO SOMETHING AT A CERTAIN TIME OR ON A CERTAIN DATE AND YOU ARE NOT GOING TO DO IT OR FIND THE COMPANY MAY BE BETTER OFF IF YOU DO IT DIFFERENTLY – CALL YOUR TRAINING MANAGER FIRST BEFORE YOU DO IT! IF YOU ARE GOING TO CHANGE THE DEAL, THEN YOU HAVE TO CALL THE PERSON THAT DELEGATED TO YOU THAT JOB AND LET THEM KNOW. NO SURPRISES! NO EXCEPTIONS!

2. **NO CASH PAYOUTS! EVER!**

3. Delivery and in-shop orders are to be taken 10 minutes after posted closing time.

4. No free subs to anybody without coupon or cash.

5. No exchanging of meats, (i.e. turkey for ham, or cheese for tuna, etc.)

6. Never provide any veggies or sauce on a slim – EVER!

7. No drinks from revenue cups. Trainees may only use cone cups. Coffee or soda may only be consumed in the store if in a covered cup before the first cycle of bread comes out of the oven, or after the store is closed.

8. No beverage containers, (i.e. soda bottles, insulated coolers, etc.) are to be filled from the Coke machine or water cooler by a trainee, customer or friend. Trainees may keep a plastic bottle with a screw-top lid in the cooler for the duration of their shift. Upon leaving at end of the shift, the bottle must be discarded or taken with them. No bottles are to be visible at any time unless you are physically drinking from it or placing it back in the cooler.

9. All delivery sandwiches are to be bagged by the manager or a designated trainee, and a delivery ticket must be pulled off by a manager or designated trainee only.

10. When bread is done, you must serve customers that come into the store.

11. If you are late, you **MUST** call your in-shop training manager prior to your scheduled arrival time. If you don't, you may be dismissed from the training program.

12. Any training time missed must be made up prior to taking the final exam and receiving training certification. If class time is missed, it must be made up during the next training program when that specific class is taught. All planned absences must be approved prior to commencement of training.

13. If you are ill during training, you must notify your training manager prior to the shift you are scheduled to work. Failure to do so may result in dismissal from the program.

14. You must use the mayo portioner. **NO EXCEPTIONS!**

15. **NO food trades**, (i.e. Domino's pizza for subs). You will get calls from people to trade. **NO EXCEPTIONS!** No acceptance of free product from outside vendors is allowed.

16. All trainees must adhere to the Jimmy John's Personal Grooming and Uniform Dress Code.

17. **NO SMOKING** while working, on break, or in uniform. Your clothing must not smell like smoke when you are working.

18. NO ALCOHOL allowed in the store. No trainee is allowed to drink any alcohol within 4 hours prior to the start of their shift. Trainees must comply with the Training Drug and Alcohol Policy.
19. The use of menus, bags or any other JJ branded material for notes (or any purpose except the item's intended purpose) will not be tolerated.
20. No trainee meals are to be consumed at the office desk. Ever!
21. No reading of books, newspapers, etc. is allowed in customer view in the restaurant at any time, unless on a break.
22. When selling day-old bread we do not provide mayo or mustard. NO EXCEPTIONS!
23. We never give out or make change for anyone. We never give cash back on credit/debit cards. We are not the bank – NO EXCEPTIONS!
24. Cell phones must be turned off and left in the back of the store while in training stores and must be turned off during classroom sessions – NO EXCEPTIONS.
25. Except as otherwise provided by applicable law, there are no scheduled breaks during training. Your training manager will assign you a 60-minute meal break each day as operations permit.
26. You must come to both classroom and in-shop training each day with all required training materials.
27. Customer information is confidential and for business use only. Calling or texting customers is only permitted for necessary business-related delivery details. Use of customer information for any other reason is strictly prohibited.

I understand that Jimmy John's Franchise, LLC has the right to change the above Training Rules without notice. It is understood that future changes in policies and procedures will supersede or eliminate those stated above and that trainees will be notified of such changes through normal communication channels. I have read the Jimmy John's Training Rules and fully understand and accept the limitations which it imposes upon me while I am a participant in Jimmy John's Franchise, LLC's Training Program.

Trainee signature: _____

Date: _____



JIMMY JOHN'S PERSONAL GROOMING AND UNIFORM DRESS CODE

Whether you are one of our employees, or the employee of an independently owned and operated franchise, you represent the image of the Jimmy John's brand to every customer you serve. Because of this, and the necessity to maintain consistency chain-wide, your attire must always be neat, clean and in good condition (no holes, rips, frays, or stains), with adherence to the policies below.

HYGIENE

General – You must be clean and odor-free at the beginning of the shift. You may not smoke (including electronic cigarettes or pipes), use tobacco, or consume alcohol (or smell like smoke, tobacco, or alcohol) during your shift. No heavy or glitter makeup, heavy cologne or perfume is allowed. You may not chew gum during your shift.

Hair – Must be clean and free of odor. Hairstyles must be well-maintained and present a neat appearance. Hair that hangs below the bottom of the shirt collar must be worn in a ponytail or put into your hat. All hair in front and sides of head must be tucked into hat. Coloring of hair limited to natural hair colors only (no purple, green, etc.)

Facial Hair – Must be clean-shaven at the beginning of the shift. Beards and mustaches must be kept short (no longer than 1/2") and neatly trimmed. If you have a beard you must shave below your jaw line to create a clean distinctive line and shave a portion of your cheek to create a clean distinctive line.

Hands – Hands must be washed and thoroughly dried before starting to work with food. Hands must be washed between tasks and if your work with food is interrupted. If your municipality requires gloves, you must wear them and change them often. Employees wearing fingernail polish or artificial nails must wear intact gloves while working with food. Fingernail length cannot exceed 1/4".

CLOTHING

Shirt – All employees must wear an approved Jimmy John's t-shirt. Management may wear an approved Jimmy John's polo style shirt. Shirts that are faded, or that have faded or worn lettering, may not be worn. All shirts must be worn tucked-in.

Under Shirt – All under shirts are optional. Short sleeve t-shirts that are worn under an approved shirt must be black or white and the sleeves cannot extend beyond the sleeves of the uniform shirt. A plain black, crew or V neck, compression style long sleeve shirt (sleeve must not exceed wrist or cover any portion of the hand) may be worn underneath a Jimmy John's black t-shirt or a black Jimmy John's polo style shirt. Only a short sleeve white undershirt may be worn under a white JJ's polo.

Hat – All employees must wear an approved Jimmy John's hat or visor. Hats and visors must be worn with bill facing straight forward and fit securely on the head.

Pants/Shorts – Employees may wear plain pants or shorts that are made of light or dark denim or other material. Pants must come below the ankle bone. Shorts must be at least mid-thigh and may not hang below the bottom of the knee. Baggy, sagging, cargo, patches, jeggings, leggings, yoga pants, sweat pants, and gym shorts are not permitted. Pants and shorts must be worn at waist height. A reasonable amount of embroidery and embellishments is permitted.

Belt – Managers must wear a belt. Belts are recommended for in-shop employees and drivers. All belts must be dark, leather, business-casual style.

Apron – All managers, in-shop and delivery drivers (when working in-shop) must wear a white, cloth apron worn full around the neck.

FOOTWEAR

Shoes must be closed-toe, closed (full) heel, rubber-soled shoes. There are two options for footwear:

Athletic Shoes – Black, white, grey, or red shoes are preferred but not required. No screaming colors, such as neon or fluorescent, are permitted, unless used solely as an accent color (approximately 25% of the shoe). They must tie and be fully laced on the front (laces tied tight) or secured at all times. When wearing shorts, you must wear athletic shoes.

Dress Shoes – Must be dark, including soles.

Socks – All socks must cover the ankle bone, and when wearing shorts, may not exceed the knee. Socks must be black, grey or white.

BIKE DELIVERY DRIVER

Cycling caps – May wear the approved Jimmy John’s cycling cap while delivering.

Bike Jersey – May wear the approved Jimmy John’s bike jersey.

Shorts – May wear “Baggy Style” non-cargo cycling shorts when wearing the approved Jimmy John’s bike jersey. Shorts must be at least mid-thigh and may not hang below the bottom of the knee. Shorts must be worn at waist height.

Tights – May wear plain black compression tights under their shorts.

Cycling Shoes – May wear cycling shoes. They must follow the rules for athletic shoes.

JEWELRY

Earrings – Up to two small or moderately sized (hoops no bigger than the size of a dime), earrings per ear. One small nose stud or ring is allowed (no septums, dermals, tongue rings or other visibile piercings allowed.) Ear gauges are permitted, provided they are no bigger than 10mm.

Rings – One ring per hand (double banded wedding rings are OK).

Watches and Bracelets – One plain watch and one support bracelet (national and local causes only) is allowed.

Necklaces – One plain metal link, gold or silver colored necklace may be worn and must be worn tucked inside of shirt.

No other jewelry and no controversial jewelry is allowed.

TATTOOS

Visible tattoos are permitted, except on the skull, face or throat. Customers should focus on you, not your tattoos. Tattoos cannot be profane, obscene, or offensive.

INCLEMENT WEATHER WEAR

Jackets – Drivers and employees working outside of the store, may wear jackets during cold weather. Drive thru window operators may wear approved Jimmy John’s branded jackets or Jimmy John’s branded full zippered sweatshirts during cold weather.

Boots – During cold/wintery weather drivers are permitted to wear dark hiking or snow boots.

Stocking Hats – During cold weather delivery drivers and employees working outside of the store may wear the approved stocking hat with the logo facing straight forward.

Other Inclement Weather Wear – Winter face covers, gloves, scarfs, and rain gear are approved to keep delivery drivers warm and dry during cold/wintery/rainy weather while on deliveries.

NOTE: Changes in these policies, and the design of Jimmy John’s shirts and hats, may take place from time to time. All trainees, while in training, must comply with the current policy and any future amendments. Exceptions may be made based on legally protected religious observances, as reasonable accommodations to a trainee’s disability, or as otherwise required by law.

I have received a copy of the Jimmy John’s Personal Grooming and Uniform Dress Code policy, and I acknowledge that it is my responsibility to read, understand and follow the guidelines as set forth by company policy.

Trainee Name (print): _____ Date: _____

Trainee Signature: _____

Employer Representative Signature: _____ Date: _____



JIMMY JOHN'S TRAINING DRUG & ALCOHOL POLICY

PURPOSE

The use of illegal drugs and alcohol misuse by any participant ("Trainee") in the Jimmy John's Training Program (the "Program") are inconsistent with Jimmy John's Enterprises, LLC ("JJE") and Jimmy John's Franchise, LLC ("JJF") commitment to maintain a safe, healthy, and productive work environment and a drug-free workplace.

POLICY

JJF and JJE (collectively, the "Company") have zero tolerance for the use of illegal drugs or the misuse of alcohol.

While participating in the Program, you are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs;
- being under the influence of illegal drugs or alcohol; and
- possessing or consuming alcohol.

Trainees should report to training fit for duty and free of any adverse effects of drugs or alcohol.

Illegal drugs include controlled substances that are not being used or possessed under the supervision of a doctor or other licensed health care professional. This policy does not prohibit Trainees from the lawful possession and use of prescribed medications.

TESTING

JJF reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law.

CONSEQUENCES

Trainees who test positive for illegal drugs in any Company drug test, or who otherwise violate this policy, may be suspended or dismissed from the Program. Any training days missed by Trainee due to suspension must be made up in order to successfully complete the Program. If dismissed from the Program, the decision to allow future re-entry to the Program will be decided on a case-by-case basis.

Your Employer is solely responsible for determining if disciplinary action or any other employment action is appropriate. Neither JJE nor JJF has any authority over employment decisions resulting from any Trainee violation of this Policy, or any other employment decision.

Trainee Name

Trainee Signature

Date

Employer Name



SECURITY AWARENESS AND TECHNOLOGY USE POLICY

TRAINING

OVERVIEW

All trainees are obligated to use the technological resources provided by Jimmy John's Enterprises, LLC and/or Jimmy John's Franchise, LLC (the "Company") during the Jimmy John's training program(s) in a responsible, professional, ethical, and lawful manner, as more particularly set forth in this policy.

During training, you may be given access to certain devices and services, including, without limitation, computer equipment, software, hardware, operating systems, point of sale (POS) systems, storage media, network accounts, Internet access, and Company network access (collectively, "Technology") by the Company to assist you in completing the training program. Such Technology, whether accessed using a personal device or a Company-provided device, belongs to the Company, and is not to be used in any manner inconsistent with the limitations set forth in this policy. Any and all data and/or work created on the Technology belong to the Company, along with any associated, assumed, or implied proprietary rights.

For security and network maintenance purposes, and in order to enforce these policies, the Company may, without prior notice to you, monitor your use of the Technology. Therefore, you should have no expectation of privacy in regard to your use of the Technology.

POLICY

Security and Confidential Information

The user interface for information contained on Internet/Intranet/Extranet-related systems is classified as either confidential or not confidential. Sensitive or vulnerable information must be encrypted, in accordance with Company IT security policies.

Trainees must take all necessary steps to prevent unauthorized access to confidential information, which includes, without limitation, credit card information, company private, corporate strategies, competitor sensitive, trade secrets, specifications, customer information, and research data.

Trainees are responsible for the security of their passwords and accounts; keep your passwords secure. Passwords must be changed every 90 days. All PCs, laptops and other such Technology must be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less. Trainees must secure their PCs, laptops, and other such Technology by logging off or locking the device when not in use.

Unacceptable Use

Use of the Technology for any of the following activities is strictly prohibited during training:

1. Sending, exporting, receiving, downloading, displaying, copying, printing, or otherwise disseminating material that is explicit, profane, obscene, harassing, fraudulent, offensive, defamatory, derogatory, or otherwise unlawful.
2. Using, copying, publishing, storing, or transmitting data in violation of any copyright law, trademark law, license agreement, or any other prohibition or restriction, including those imposed under local, state, federal, or international law.
3. Using any recording device including, without limitation, digital cameras, video cameras, and cell phone cameras, within the premises of all Company properties.
4. Engaging in any of the following during business hours:
 - Using the Technology to send or receive email or other messages of a personal or non-work nature
 - Utilizing the Internet for non-work purposes
 - Visiting and/or posting on social media sites, such as Facebook, Twitter, or Instagram

- Playing games
 - Engaging in online chat groups or discussions
 - Downloading, loading, or playing audio or video content of a non-work nature
5. Using or transmitting any of the Company's trademarked or copyrighted material or logos without explicit consent.
 6. Introducing malicious programs into the network, server, or other such Technology (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 7. Revealing your account password to others or allowing use of your account by others, including fellow trainees, family, friends, or any other unauthorized individuals.
 8. Making fraudulent offers of products, items, or services originating from any Jimmy John's account.
 9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the trainee is not an intended recipient or logging into a server or account that the trainee is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 10. Port scanning or security scanning, unless prior notification to IT is made.
 11. Attempting to circumvent data-protection schemes or uncover security loopholes
 12. Attempting to monitor or tamper with another user's electronic communications, reading, copying, changing, or deleting another user's files or software without such user's permission, attempting to interfere with or deny service to any other user, via any means, including locally or remotely, or attempting to execute any form of network monitoring which may intercept data not intended for the trainee's use.
 13. Providing confidential information about Company employees or other trainees without such employees' or trainees' consent.
 14. Attempting to access the Technology after leaving or completing the training program.

Enforcement

Violation of this policy may result in immediate termination of training, and civil and criminal liability.

I have read, understand, and agree to comply with the terms of this policy.

Trainee Name

Date

Trainee Signature



JIMMY JOHN'S CREDIT CARD SECURITY POLICY

INTRODUCTION AND SCOPE

Introduction

This document explains Jimmy John's Enterprises, LLC and/or Jimmy John's Franchise, LLC ("Company") credit card security requirements as required by the Payment Card Industry Data Security Standard ("PCI DSS") Program for store level employees of the Company, trainees in the Company's training programs, and/or authorized third parties (collectively, "Users"). The Company is committed to these security policies to protect information utilized by it in attaining its business goals. All Users are required to adhere to the policies described within this document.

Scope of compliance

The PCI requirements apply to all systems that store, process, or transmit cardholder data. Currently, the Company's cardholder environment consists only of limited payment applications (typically point-of-sale systems) connected to the internet, but does not include storage of cardholder data on any computer system.

Due to the limited nature of the in-scope environment, this document is intended to meet the PCI requirements as defined in the current applicable Self-Assessment Questionnaire (SAQ). Should the Company implement additional acceptance channels, add additional connected systems, begin storing cardholder data in electronic format, or otherwise become ineligible to validate compliance under SAQ C, it will be the responsibility of the Company to determine the appropriate compliance criteria and implement additional policies and controls as needed.

REQUIREMENT 1: BUILD AND MAINTAIN A SECURE NETWORK

Firewall configuration

In order to maintain requirements for a Firewall between the card holder data environment(CDE) and any DMZ or internet connections Users must not alter the network configuration in any manner unless specifically directed to do so by support personal from SSI. (PCI Requirement 1.1.4)

Mobile devices and/or User-owned computers must not be connected to the payment card network or any other network segment. (PCI Requirement 1.4)

REQUIREMENT 4: ENCRYPT TRANSMISSION OF CARDHOLDER DATA ACROSS OPEN, PUBLIC NETWORKS

Transmission of cardholder data

Sending unencrypted PANs by end-user messaging technologies is prohibited. Examples of end-user technologies include email, instant messaging and chat. Any communication of credit card information must be completed by telephone. (PCI requirement 4.2)

REQUIREMENT 9: RESTRICT PHYSICAL ACCESS TO CARDHOLDER DATA

Physically secure all areas and media containing cardholder data

All visitors to the location must be logged including arrival time, time left, purpose of visit, name of visitor, company name, and who escorted them. (PCI requirement 9.1)

Someone must maintain constant knowledge of the location and activities of any visitors.

It must be logged when anyone opens the network cabinet in the store including, time open, time closed, purpose of opening the cabinet, name of person opening cabinet. (PCI requirement 9.1)

All publicly accessible network jacks must have physical and/or logical controls to restrict access to the secure network by unauthorized personnel. (PCI requirement 9.1.2)

Hard copy materials containing confidential or sensitive information (e.g., paper receipts, paper reports, faxes, etc.) are subject to the following storage guidelines:

All media must be physically secured. (PCI requirement 9.5)

Strict control must be maintained over the internal or external distribution of any kind of media containing cardholder data. No co card holder data is stored on digital media and all hard copy materials containing card holder data are classified as sensitive and must be locked in safe until destroyed. (PCI Requirement 9.6.1)

Card numbers recorded on physical media must not be permitted to leave the premises and must never be given to customers.

When using the physical media provided in the POS Crash kit for processing of credit cards when the POS system is unavailable the physical media must be stored in either a locked cash register, the locked driver's box, or in the safe.

Physical Media containing card holder data must be logged including when the media was recorded and the date of destruction.

Destruction of data

Hardcopy media must be destroyed by shredding, incineration or pulping so that cardholder data cannot be reconstructed. (PCI requirement 9.8.1.a)

Hard copy materials containing confidential information must be stored for no longer than business needs dictate.

Containers storing information waiting to be destroyed must be secured (locked) in the stores safe to prevent access to the contents by unauthorized personnel. (PCI requirement 9.8.1.b)

Protection of payment devices

Devices that capture payment card data via direct physical interaction with the card (such as swipe readers and any other payment terminals) must be protected. This protection must include preventing the devices from being tampered with or substituted. (PCI requirement 9.9)

The Company must maintain an up-to-date list of devices. Users shall be instructed to maintain the integrity and currency of the inventory. The list should include the following: (PCI requirement 9.9.1)

- Make and model of all devices.
- Location of each device (for example, the address of the site or facility where the device is located).
- Device serial number or other method of unique identification.

The payment devices must be periodically inspected. Check surfaces to detect tampering (for example, addition of card skimmers to devices). Checks must also be made that will detect substitution (for example, by checking the serial number or other device characteristics to verify it has not been swapped with a fraudulent device). (PCI requirement 9.9.2)

Users and contractors who interact with the payment devices must be provided with training that enables them to be aware of attempted tampering or replacement of devices. Training should include the following: (PCI requirement 9.9.3)

- Users must verify the identity of any third-party persons claiming to be repair or maintenance personnel prior to granting them access to modify or troubleshoot devices.
- Users must be instructed not to install, replace, or return devices without verification from management. The inventory list (required previously) must be updated by the User when device locations are changed or new devices are added.
- Users need to be aware of suspicious behavior around devices (for example, attempts by unknown or unauthorized persons to unplug or open devices).

**REQUIREMENT 12: MAINTAIN A POLICY THAT ADDRESSES
INFORMATION SECURITY FOR EMPLOYEES AND CONTRACTORS**

Security policy

The Company has established, published, maintained, and disseminated this security policy that addresses how the company will protect cardholder data. (PCI requirement 12.1)

This policy must be reviewed at least annually by a member of the Company IT team, and must be updated as needed to reflect changes to business objectives or the risk environment. (PCI requirement 12.1.1)

I have read, understand, and agree to comply with the terms of this policy.

User Name: _____

Date: _____

User Signature: _____