



July 2024

Pulmonx Team,

We are thrilled that you are part of the Pulmonx team and excited about the journey ahead.

Our mission is clear: not only do we strive to enhance the lives of our patients, but we also aim to cultivate a workplace where each and every one of us feels valued, empowered, and inspired. This Employee Handbook is designed to provide you with essential information about our policies, procedures, and expectations.

Thank you for choosing to be part of our team. Your talents, ideas, and dedication are essential to our continued growth and success. Together, let's create a workplace that's not only dynamic and thriving but also a place where each of us can reach our full potential.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Paul".

Lisa Paul
Chief People Officer



Pulmonx Corporation

EMPLOYEE HANDBOOK



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INTRODUCTION

This Employee Handbook is intended to help you become acquainted with some important policies and practices of Pulmonx. While no handbook can be an all-inclusive document covering every possible scenario this Handbook provides significant guidance and information regarding how we approach certain matters of fundamental importance.

From time to time, the information included in this Handbook may change. Except for the policy of “at will” employment, which can only be modified in writing and signed by the Company’s CEO. The Company may change, rescind, or add to any policies, benefits, or practices from time to time in its sole discretion, with or without prior notice. The Company will keep you informed of changes to the Handbook through suitable lines of communication.

Nothing in this Handbook, or any other document describing personnel policies or benefit plans, creates or is intended to create a contract, promise or representation of continued employment, or continued terms and conditions of employment, for any employee.

This Handbook replaces all earlier handbooks and supersedes all prior inconsistent policies, practices, and procedures.

This Handbook is generally based upon federal laws and California state laws. Some policies may not apply to employees based outside of California. As to each employee, the Company aspires to comply with the laws of the jurisdiction where the employee is located. Please see the Local Appendices at the end of this Handbook for information about important policy differences in certain locations.

As used in this Handbook, “Company” shall mean Pulmonx Corporation. This Handbook is the property of the Company, and it is intended for the personal use and reference by employees of the Company. If you have any questions about a policy, please feel free to contact Human Resources.



EMPLOYMENT PRACTICES

OPEN DOOR POLICY

The Company understands that channels of communication should always be kept open and flexible. The Open Door Policy provides a means by which employees can discuss problems, raise concerns, and make suggestions. This means that any employee is entitled to meet with a member of Human Resources or management at a mutually convenient time. Usually it is advisable for the employee to first meet with their immediate manager or supervisor, who may be able to resolve the issue. The Company will make every attempt to keep all Open Door discussions confidential in the absence of employee permission to disclose specific information discussed, but cannot keep all information confidential where such confidentiality would prevent the Company from complying with applicable laws or company policies.

EMPLOYMENT “AT WILL”

While we hope our relationship will be mutually beneficial, both the employee and the Company have the right to terminate the relationship at any time, with or without notice, and with or without cause. These terms of employment are referred to as employment “at will,” which is the basis for all employment relationships at the Company. This means that employment with the Company is voluntary and it is recognized that employees are free to resign at any time, with or without notice and with or without cause. Similarly, the Company is free to terminate an employment relationship at any time with or without notice and with or without cause.

Our policy of “at will” employment cannot be changed except by a written agreement specifically entered into for this purpose signed by the Company’s CEO or Chairperson of the Board of Directors (with authorization from the Board) and by the employee. Nothing in this Employee Handbook, or in other Company announcements, should be construed to contradict or limit the Company’s right to terminate an employment relationship as it deems appropriate, or to modify the policy of employment at will.

CONFLICTS OF INTEREST

Employees are expected to devote their best efforts and attention to the performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the Company. A conflict of interest also exists when the employee’s loyalties or actions are divided between the Company’s interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by the Company’s CEO.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- Working for a competitor, supplier, or customer;
- Engaging in self-employment in competition with the Company;



- Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
- Using Company property or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;
- Committing the Company to give its financial or other support to any outside activity or organization;
- Developing a personal relationship with a subordinate employee of the Company or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the Company or any employees of the Company; or,

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to Human Resources. Employees should be aware that if they enter a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the Company.

Employees must not engage in any outside employment that conflicts with the employee's work schedule duties and responsibilities. Full-time employees are required to disclose any proposed additional part-time employment and to get advance written approval to engage in this work from their immediate supervisor, who is then required to provide a copy of this authorization to Human Resources. Part-time employees may engage in outside employment, provided that it is disclosed in writing to their immediate supervisor, who is then required to provide a copy of this disclosure to Human Resources, and it does not conflict with the employee's work schedule duties and responsibilities.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline up to and including termination of employment.

FEDERAL ACQUISITION REGULATION (FAR) COMPLIANCE

It is the policy of the Company to comply with all legal requirements, unique city, state and local government requirements and applicable provisions from the Federal Acquisition Regulation (FAR) and its supplements, when transacting business with the U.S. government, state governments, local governments, and prime contractors and subcontractors thereof, and to honor all of the agreed terms and provisions of its contracts. Compliance with this policy is obligatory for all Company personnel. This policy does not prohibit the Company from seeking to lawfully negotiate modifications of any term or provision of a government contracts or prime subcontracts. Pending agreement of the government to any modification, however, the contract will be complied with in accordance with its current terms. Any Company employee who has reason to believe that the Company has failed or may fail to comply with any applicable government contract requirement, or statutory or regulatory requirements associated with any applicable government contract must identify and report such activity to the Legal Department. This obligation applies to any action in contravention of the policies and procedures set forth herein.



COMPANY PROPERTY; PROPRIETARY, CONFIDENTIAL & PERSONAL INFORMATION

The security of the Company's property is of vital importance. The Company's property includes not only tangible property, like desks and computers, but also intangible property such as source code, trade secrets, and other intellectual property not in the public domain. All employees are responsible for ensuring that proper security of Company property is maintained at all times.

Proprietary, Confidential & Personal Information

Proprietary information includes all information relating in any manner to the business of the Company and its affiliates, consultants, users, and business associates that is produced or obtained by Company employees during the course of their work. All proprietary information that is not known generally to the public or the industry is confidential information. For example, product roadmaps, personnel files, computer records, financial and marketing data, compensation information, source code, computer programs, and trade secrets are examples of confidential information. E-mails may also contain confidential and proprietary information.

Personal information includes personally identifiable information about employees, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the Company. There are laws in the United States and other countries that protect certain types of personal information and employees should not disclose personal information about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the Company's business, protecting proprietary, confidential, and personal information is of vital concern to the Company. This information is one of the Company's most important assets. It enhances the Company's opportunities for future growth and indirectly adds to the job security of all employees.

Therefore, employees must not use or disclose any proprietary, confidential, or personal information that they produce or obtain during employment with the Company, except to the extent such use or disclosure is required by their jobs. This obligation remains even after an employee's employment relationship with the Company ends. Nothing in this policy restricts an employee from discussing their wages or other terms and conditions of employment with co-workers or others, to the extent protected by law.

Employees who are contacted by the media should not speak on behalf of the Company. All media inquiries should be directed to the CEO, CFO, or General Counsel.

All employees are required to sign a confidentiality agreement upon commencement of employment. Nothing in this policy is intended to alter or supersede the terms of this confidentiality agreement.

Please note that, pursuant to the Federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.



Obligations on Termination

On termination of employment, whether voluntary or involuntary, all Company documents, computer records, and other tangible company property in the employee's possession or control must be returned to the Company immediately.

Security

Avoiding loss or theft of proprietary, confidential, or personal information is an important part of each employee's job. Accordingly, employees must observe good security practices. Employees are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information. Employees are not to remove Company property without authorization. Failure to adhere to Company policies regarding proprietary and confidential information will be considered grounds for discipline, up to and including termination of employment.

TECHNOLOGY USE AND SECURITY

The Company provides various Technology Resources to authorized employees to assist them in performing their job duties for the Company. Each employee has a responsibility to use the Company's Technology Resources in a manner that increases productivity, enhances the Company's public image, and is respectful of other employees. Failure to follow the Company's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Technology Resources Definition

Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; network servers and switches; computer hardware such as disk drives and tape drives; and solid state memory, e.g., USB memory sticks; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

Authorization

Access to the Company's Technology Resources is within the sole discretion of the Company. Generally, employees are given access to the Company's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Company's Technology Resources are authorized to access and use the necessary technology.

Use

The Company's Technology Resources are to be used by employees only for the purpose of conducting Company business. Brief, infrequent use for personal e-mail or Internet browsing is acceptable, provided the personal use does not detrimentally affect that employee's or broader workplace performance or otherwise violate any Company policy.



Improper Use

The Company is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the Company's "Policy Against Harassment," the Company does not tolerate discrimination or harassment based on sex, gender, pregnancy, childbirth, or related medical conditions, race, color, religious creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identity, gender expression, genetic information, family care or medical leave status, military or veteran status, or any other basis protected by federal or state laws. Under no circumstances shall employees use the Company's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

Employees shall not use the Company's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Employees shall not use the Company's Technology Resources for any illegal purpose, in violation of any Company policy, in a manner contrary to the best interests of the Company, in any way that discloses confidential or proprietary information of the Company or third parties, or for personal or pecuniary gain.

Company Access To Technology Resources

All messages sent and received, including personal messages, and all data and information stored on the Company's Technology Resources (including on its electronic mail system, voicemail system, mobile devices, Internet ("cloud")-based systems, and/or computer systems) are Company property regardless of the content. As such, the Company reserves the right to access all of its Technology Resources including its computers, voicemail, mobile devices, and electronic mail systems, at any time, in its sole discretion.

On occasion, the Company may need to access its Technology Resources including computer files, electronic mail messages, mobile devices, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the Company's Technology Resources, including personal information or messages. The Company may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The Company may also monitor its Technology Resources at any time to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Passwords

Certain of the Company's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the Company. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

Deleted Information

Deleting or erasing information, documents, or messages maintained on the Company's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on



the Company's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the Company periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with Company policy regarding retention or destruction of information.

Internet And On-Line Services

The Company provides authorized employees access to online services such as the Internet. The Company expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the Company's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

The Company monitors both the amount of time spent using online services and the sites visited by individual employees. The Company reserves the right to limit such access by any means available to it, including revoking access altogether.

Confidential Information

The Company is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the Company and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the Company's Technology Resources.

Confidential Information should not be accessed through the Company's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended.

Employees should take all appropriate measures to safeguard the confidentiality and security of Confidential Information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

Software Use

All software in use on the Company's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the Company's computers, by any means of transmission, unless authorized in writing in advance by the IT Department and thoroughly scanned for viruses or other malware prior to installation.

Security

The Company uses a variety of programs and devices to ensure the safety and security of the Company's Technology Resources. Any employee found tampering with or disabling any of the Company's security devices will be subject to discipline up to and including termination of employment.



Remote Access to Technology Resources

Certain employees may be able to access the Company's network remotely to allow such employees to work while away from the office. Employees must ensure the security of all Company-provided equipment and the network. If an employee believes Company-provided equipment is lost or that the security and confidentiality of the data on that equipment or the network has been compromised, they must notify Human Resources. The Company-provided remote access system should only be used for Company-related business.

SOCIAL MEDIA

Please reference Pulmonx's Global Social Media Policy for guidelines on appropriate social media use.

WORKPLACE INSPECTIONS

To assure access at all times to Company property, and because employees in possession of Company property or information related to Company business may not always be available to produce the property or information when needed in the ordinary course of the Company's business, the Company reserves the right to conduct a routine inspection or search at any time without notice for Company property on Company premises. "Company premises" includes all premises and locations owned or leased by the Company or under the control of the Company, including parking lots, lockers, and storage areas. Routine searches or inspections for Company property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places where employees may store Company property or company-related information, whether or not the places are locked or protected by access codes and/or passwords. Because even a routine search for Company property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

Inspections or searches for prohibited materials in or on Company premises also will be conducted whenever the Company has reasonable suspicion that a particular employee may be in possession of materials in violation of Company policy. Inspections or searches for prohibited materials may be conducted by an independent security service or by Company personnel.

Employees who are found to be in possession of prohibited materials in violation of this policy or employees who are found to have used Company property in an unauthorized manner, will be subject to discipline, up to and including termination of employment, regardless of the Company's reason for conducting the search or inspection.

SOLICITATION AND DISTRIBUTION

Employees may engage in solicitation on Company premises only during their non-working time. Non-working time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-Company written materials only during non-working time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, they should consult their immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on Company property at any time.



Solicitation and distribution by non-employees is prohibited on Company property at any time. Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or use Company facilities should be referred to Human Resources.

The Company has bulletin boards located throughout the facility for the purpose of communicating with employees. Postings on these boards are limited to items posted by the Company, including statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest relating to the Company, local operating rules, and other Company items. All postings require the prior approval of the Department Manager or Human Resources. No postings will be permitted for any other purpose.

PERSONNEL RECORDS

Personnel Files

The information in an employee's personnel file is confidential and must be kept up to date. Employees should inform Human Resources immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

Employees have the right to inspect and, upon written request, receive a copy of their personnel files. Inspections will be permitted at reasonable times within thirty (30) calendar days of a request to do so. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only their own personnel file and only in the presence of a Human Resources representative.

The original personnel files are the property of the Company and may not be removed from the Company's premises without written authorization from Human Resources.

Payroll Records

Employees also have the right to inspect and receive copies of certain Company payroll records regarding their compensation and deductions from their compensation, upon reasonable request to the Company. Employees wishing to review or receive copies of payroll records should notify Human Resources.

REFERENCES

All requests for employment verifications and employee references must be directed promptly to Human Resources. Human Resources is the only source authorized to provide information of any kind regarding current or former employees on behalf of the Company. The Company's policy as to references for former employees is to disclose only the dates of employment and the title of the last position held. No other information will be provided.

EMPLOYMENT OF RELATIVES

Relatives of present employees may be hired by the Company only if: (1) the individuals concerned will not work in a direct supervisory relationship with one another; and (2) the employment will not pose difficulties for supervision, security, safety, or morale.

"Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers, fathers, cousins, nieces, nephews, uncles, aunts, grandparents, grandchildren, and persons related by marriage.



As part of your application for employment, or as early as possible, potential/existing employees are required to disclose to Human Resources if one or more Relatives work for the Company.

Present employees who marry or become domestic partners or who become related by marriage will be permitted to continue employment with the Company only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another, the Company will attempt to reassign one of the employees to another position for which they are qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the Company. The decision as to which employee leaves will be left solely to the employees. In the event that no alternative position is available and neither employee voluntarily leaves the Company, the Company will determine in its sole discretion which employee to terminate based on legitimate business needs.



EQUAL EMPLOYMENT OPPORTUNITY

It is the Company's policy to provide equal employment opportunity for all applicants and employees. The Company does not unlawfully discriminate on the basis of race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition, military or veteran status, marital status, domestic partner status, sexual orientation, genetic information, or any other basis protected by local, state, or federal laws.

The Company prohibits sexual harassment as well as other types of the employee harassment. For information about the types of conduct that constitute impermissible harassment, and the Company's internal procedures for addressing complaints of harassment, please refer to the Company's Policy Against Harassment below.

Equal employment opportunity This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. The law prohibits managers, supervisors, employees and third parties that an employee comes into contact with encounters, from engaging in conduct that is prohibited by law. It is the responsibility of every manager, supervisor, and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with Human Resources.

REASONABLE ACCOMMODATIONS RELATED TO DISABILITY AND RELIGION

The Company will provide reasonable accommodations for (i) applicants with disabilities and employees with disabilities unless they cause undue hardship or result in a direct threat to the health and safety of others, in accordance with the Americans with Disabilities Act, state and local laws, and (ii) applicants and employees based on their sincerely-held religious beliefs, practices, or observances, unless the accommodation would cause undue hardship, in accordance with Title VII of the Civil Rights Act and state and local laws.

Employees seeking such accommodation should promptly notify Human Resources.

POLICY AGAINST HARASSMENT

Purpose of Policy

The Company is committed to providing a workplace free of sexual harassment (which includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, religious creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identity, gender expression, genetic information, family care or medical leave status, military or veteran status, or any other basis protected by federal or state laws. The Company strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, the Company will not tolerate harassment by its employees of non-employees with whom the Company's employees have a business, service, or professional relationship. The Company also will attempt to protect employees from harassment by non-employees in the workplace whom employees come into contact with during their employment.



Harassment Defined

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Under California law, such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct sufficiently offends, humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional tranquility in the workplace, affect the victim's ability to perform the job as usual (i.e., makes it more difficult to do the job), or otherwise interfere with and undermine the victim's personal sense of well-being. Under federal law, such conduct constitutes harassment when it (1) results in a tangible job detriment, or (2) is severe or pervasive.

Harassing conduct can take many forms and may include, but is not limited to, the following: slurs, jokes, statements, gestures, staring, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, based upon an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care or medical leave status, veteran status, or any other basis protected by federal or state laws.

Sexually harassing conduct in particular may include the same or similar types of conduct, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

Reporting and Investigating Harassing Conduct

The Company understands that victims of harassment, discrimination or retaliation are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss such matters openly with others. However, no employee should have to endure such prohibited conduct. All employees must promptly report any incidents so that the Company can take appropriate action. Any incidents of prohibited conduct should be reported directly to any representative of the Human Resources Department, which is generally responsible for investigating complaints of misconduct under this policy. An employee is not required to complain to anyone in Human Resources if they are uncomfortable doing so for any reason but may instead report the matter to their immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe prohibited conduct must immediately inform Human Resources or other appropriate Company official so that an investigation may be initiated, and the Company can try to resolve the claim internally.

Every reported complaint will be investigated thoroughly and promptly. Qualified personnel will conduct the investigation in a fair, timely, thorough, and impartial manner that will provide all parties with appropriate due process. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged misconduct; interviews of anyone who is alleged to have engaged in misconduct to respond to the claims; and interviews of any employees who may have witnessed, or who may have knowledge of, the alleged misconduct. The Company expects all employees to cooperate in the investigation. The investigation will be documented and tracked for reasonable progress. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

Reasonable conclusions will be reached based upon the evidence collected from the investigation. Human Resources, or other Company official responsible for the investigation, will notify the employee who lodged the complaint of the results of the investigation in a timely manner. Appropriate options for remedial actions and resolutions will be provided. If harassment, discrimination, or retaliation is



established, the Company will take appropriate corrective action to remedy and resolve the matter. Such action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to misconduct by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel, which may include requiring the customer/vendor to take corrective action, and/or terminating the customer/vendor relationship. The Company will consider remedial actions/resolutions suggested by an employee who was subjected to misconduct.

In addition to notifying the Company about harassment or retaliation complaints, affected California employees may also direct their complaints to the California Civil Rights Department ("CRD"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the CRD is three years (effective January 1, 2020; before that date one year) from the date of the alleged unlawful conduct. If the CRD believes that a complaint is valid and settlement efforts fail, the CRD may file a lawsuit in court. Courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest CRD office by checking the State Government listings in the local telephone directory or on the agency's website at <https://civildrights.ca.gov/>. Employees may locate sexual harassment online training courses developed by the CRD at <https://civildrights.ca.gov/shpt/>.

In addition, employees may lodge complaints with the federal Equal Employment Opportunity Commission ("EEOC").

Corrective Action

The Company will not tolerate retaliation against any employee for making a complaint of harassment or for cooperating in an investigation. If harassment or retaliation is established, the Company will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

Harassment/Abusive Conduct Prevention Training

All supervisory employees are required to receive at least two hours of interactive training on prevention of sexual harassment and abusive conduct within the first 6 months of assuming a supervisor position, and all nonsupervisory employees are required to receive at least 1 hour of such training within the first six months of employment. Thereafter, supervisory and nonsupervisory employees are required to receive such training again every two years.

WAGES, HOURS & BENEFITS

EMPLOYMENT CATEGORIES

To determine eligibility for various benefits, employees of the Company are classified as regular full-time, regular part-time, temporary, or staffing agency workers.

Regular Full-Time employees are those hired on a full-time basis for an indefinite or unspecified duration who are regularly scheduled to work at least forty (40) hours per week. Regular Full-Time employees are eligible for all Company-sponsored employee benefits, subject to individual plan requirements for eligibility.



Regular Part-Time employees are those hired on a part-time basis for an indefinite or unspecified duration who are regularly scheduled to work less than forty (40) hours per week. Regular Part-Time employees who are regularly scheduled to work at least twenty (20) hours per week are eligible for all benefits accorded Regular Full-Time employees (pro-rated where applicable). Regular Part-Time employees who are regularly scheduled to work fewer than twenty (20) hours per week are not eligible to participate in Company-sponsored benefits, other than those required by local, state and/or federal law.

Temporary employees are those hired for either a special project, on an as-needed basis, for seasonal work, or any other kind of work with the understanding that such work will be completed within a specified period of time, usually not to exceed three months. Temporary employees are not eligible for Company-sponsored benefits, other than those required by local, state and/or federal law. Temporary employees do not become regular employees as a result of the passage of time or by working in excess of the period originally expected or designated. An employee can change from temporary to regular status only if advised of such a change in writing by Human Resources.

Staffing agency workers are those who are employed by a staffing agency but perform work for the Company. Staffing agency workers are not eligible for any Company employee benefits, although the staffing agency may provide such individuals with benefits. The term "staffing agency" refers to any third party company that: (i) employs a worker who works at the direction of the Company, and (ii) is responsible for paying the worker's wages.

Independent Contractors: Please note that independent contractors are not employees of the Company.

EXEMPT/NON-EXEMPT EMPLOYEES

All positions within the Company are classified as either "exempt" or "non-exempt." This designation defines which positions are eligible to receive overtime compensation. Exempt employees are ineligible for overtime pay in accordance with applicable federal and state laws. Non-exempt employees are those entitled to overtime pay in accordance with applicable federal and state laws.

HOURS OF WORK

The Company's general business hours are from 8 a.m. to 5 p.m., Monday through Friday. Hours of work are determined by the Company to meet the needs of our business. A department's hours or days of work may vary. It is important to check with your manager/supervisor to confirm working hours. You will be notified promptly whenever a change is necessary. Any questions regarding work schedules should be referred to your manager/supervisor.

REST & MEAL PERIODS

Rest Periods

The Company authorizes and permits non-exempt employees working at least three and one-half hours in a day to take a ten-minute, off-duty paid rest period for each four hours worked or major fraction thereof. The 10 minutes do not include the reasonable time it takes to walk to and from a break area. Employees who work more than six hours in a day may take a second rest period. Employees who work more than 10 hours in a day may take a third rest period. Employees should take their rest periods in the middle of each work period to the extent it is practicable to do so and not combine them with meal periods or skip them to leave work early.



Any employee who believes that they were not provided the opportunity to take all rest periods authorized and permitted under this policy should inform Human Resources or another member of management immediately.

Meal Periods

The Company provides employees who work more than five hours in a day with an unpaid, uninterrupted meal period of at least 30 minutes starting no later than the end of the fifth hour of work. The Company provides employees who work more than 10 hours in a day with a second unpaid, uninterrupted meal period of at least 30 minutes starting no later than the end of the 10th hour of work. An employee who works no more than six hours in a day may waive the first meal period. An employee who works no more than 12 hours in a day may waive the second meal period if the employee took their first meal period.

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy and not waived. During meal periods, the Company will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal period time as they choose and are free to leave the worksite. No manager or supervisor may impede or discourage employees from taking meal periods provided under this policy.

Any employee who believes that they were not provided a meal period that complies with this policy should inform Human Resources or another member of management immediately.

LACTATION ACCOMMODATION POLICY

Employees have the right to request a reasonable amount of break time to express breast milk for the employee's infant child each time the employee has need to express milk. Employees may request such accommodation by contacting Human Resources. Both the Company and the employee are required to engage in an interactive process regarding the break periods and their location. Lactation break space will be a place (other than a bathroom) in close proximity to the employee's work area, private, shielded from view and free from intrusion. The lactation break will be scheduled to run concurrently with an existing break (when possible). The Company is obligated to respond to lactation accommodation requests and will do so within five business days. The Company will provide a written response to any request for lactation accommodation that is denied, identifying the reason for denial. Discrimination or retaliation against employees for exercising their lactation accommodation rights is prohibited. Employees who believe that they were not provided the opportunity to take a lactation break under this policy should inform Human Resources or another member of management immediately.

JOB DUTIES

During your first week of employment with the Company, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment with the Company. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company reserves the right, at any time, with or without advance notice, to alter or change your job responsibilities, reassign or transfer job positions, or assign additional job responsibilities. A change in job responsibilities does not imply or indicate a change in job title, compensation or benefits unless you are so informed in writing by Human Resources. A change in job responsibilities does not imply or indicate a change in the at-will nature of your employment unless you are so informed in writing by the CEO of the Company.



OVERTIME

From time to time, it may be necessary for employees to perform overtime work. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with federal and state law. Non-exempt employees must accurately record all time worked, including those hours worked beyond their normal schedule. Employees will be notified of their eligibility for overtime pay at their time of hire, at the time their job duties and position changes or otherwise as appropriate.

All overtime by non-exempt employees must be approved in advance by their manager/supervisor. Unauthorized working of overtime may be subject to discipline up to and including termination of employment. When it is necessary to work overtime, employees are expected to cooperate as a condition of their employment.

All non-exempt employees will receive time and a half their regular rate for overtime hours worked in excess of forty (40) hours in any one workweek, and any other overtime required by state or local law in the employee's work location.

For purposes of calculating overtime for non-exempt employees, the workweek is defined as starting at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Sunday. The workday is defined as the 24-hour consecutive period beginning at 12:00 a.m. each day and ending 24 hours later at 11:59 p.m.

Only those hours that are actually worked are added together to determine an employee's overtime pay. Compensated holidays, vacations, and sick leave for example, are not hours worked and, therefore, are not counted in making overtime calculations.

PAY DAYS

All employees are paid the 15th and last day of each month. If a pay day falls on a holiday or a weekend, paychecks will be distributed on the preceding workday. Employees may authorize direct deposit of their check to a bank, credit union, etc. Please go to the ADP portal to complete the authorization for direct deposit.

PAY PRACTICES

It is the Company's policy and practice to accurately compensate employees and to do so in compliance with applicable laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees must record correctly all work time and review their paychecks promptly to identify and to report all errors. Employees must not engage in off-the-clock or unrecorded work.

Review Your Pay Stub. While the Company makes every effort to pay its employees correctly, inadvertent mistakes can happen from time to time. When such mistakes do occur and are called to the Company's attention, the Company will promptly make any corrections necessary, including reimbursement for any improper deductions. If an employee believes a mistake has occurred or has any questions, they should use the reporting procedure outlined below.

Non-exempt Employees. Employees classified as non-exempt employees must maintain a record of the total hours worked each day. These hours must be accurately recorded using the ADP electronic timekeeping system and must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, and early or late departures. When an employee receives each paycheck, they should verify immediately that they were paid correctly for all regular and overtime hours worked each workweek.



Exempt Employees. Employees classified as exempt employees will receive a salary, which is intended to compensate them for all hours that they may work for the Company.

Complaint Procedures. If an employee believes that their pay has been improperly reduced by an unauthorized deduction or that there has been any other payment error, the employee should contact Human Resources immediately. The employee is responsible for submitting the complaint in writing. The complaint should include the dates and circumstances of the unauthorized pay deduction or other payment error, and whether such error has occurred on other occasions. Human Resources will review the complaint and any pay records and may interview the employee and the employee's supervisor. The Company will notify the employee after determining whether there has been an unauthorized deduction or any other payment error. If the Company determines that there has been an improper deduction or any other payment error in the Company's favor, the employee will be reimbursed as promptly as possible.

The Company will continue to strive to comply with its policies and applicable law following any unauthorized deduction or payment error. It is a violation of Company policy and is unlawful to retaliate against any employee for making or filing a complaint regarding an unauthorized deduction or other payment error. Any such retaliation will result in disciplinary action, up to and including termination of employment.

ADVANCES ON PAY

The Company *does not* permit advances against employees' paychecks.

TIMEKEEPING

All non-exempt employees are required to record their time worked through the ADP electronic timekeeping system for payroll purposes. Employees must record their own time at the start and at the end of each work period including before and after each meal break. The time record should reflect absences, such as vacation, and sick days.

It is each employee's responsibility to review and verify their own timecard to certify the accuracy of all time recorded. Whenever an employee submits their timecard through the ADP system, that employee is certifying that the information on the timecard is true and accurate to the best of the employee's knowledge. The manager or supervisor will review and approve the time record before submitting it to the Payroll Department for processing. Any subsequent revisions or changes on the timecard must be approved by a manager or supervisor.

Making an entry on another employee's time records, allowing another employee to make an entry on your time records, or altering or falsifying a time record, either your own or another employee's, will not be tolerated and may result in disciplinary action, up to and including termination of employment.

Any errors on your timecard should be reported immediately to your manager or supervisor, who will correct legitimate errors.

HOLIDAYS

Regular Full-Time employees receive designated paid holidays annually. The holiday schedule is distributed before the start of each year and may vary from one year to the next. If the holiday schedule includes any floating holiday, to the extent an employee does not use any floating holiday provided in a particular year, it will be carried over from year to year, and any unused floating holidays will be paid out



upon separation of employment. Each eligible employee's floating holiday balance is capped at a maximum of 2.0 floating holidays.

Regular part-time employees regularly scheduled to work at least 20 hours per week are eligible for such paid holiday only to the extent they would have been regularly scheduled to work on the date the holiday is observed. Normally, holidays falling on a Saturday or Sunday, may, at the Company's discretion, be observed on either the Friday preceding or the Monday following the holiday.

Unless otherwise provided in this policy, all eligible employees will receive time off with pay at their normal base rate for each company-observed holiday. Temporary employees and staffing agency workers are ineligible for holiday benefits. Moreover, employees are ineligible for holiday benefits while on an unpaid leave of absence.

The Company may, in its discretion, require you to work on scheduled holidays and provide pay in lieu of time off. Non-exempt employees required to work on a company-observed holiday will be paid their normal base rate for all hours worked, plus holiday pay.

VACATION

The Company provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The Company believes that this time is valuable for employees to enhance their productivity and make their work experience with the Company personally satisfying. The Company also provides employees with additional vacation benefits as years of service are accumulated.

Vacation Accrual

All Regular Full-Time employees are eligible to take vacation benefits based on their continuous length of service, measured from the date of hire. "Continuous length of service" is defined as service that is uninterrupted by termination of employment and subsequent rehire by the Company or a break in service that has been bridged. Vacation accrues according to the following schedule:

Total Years of Service	Vacation Hours Per Year	Vacation Maximum Hours Accrual
Less than 1	120 (15 days)	120 (15 days)
1 to 2	128 (16 days)	224 (28 days)
2 to 3	136 (17 days)	240 (30 days)
3 to 4	144 (18 days)	256 (32 days)
4 or more	160 hours (20 days)	280 (35 days)

Part-Time and Temporary Employees, and Staffing Agency Workers

Regular Part-Time employees regularly scheduled to work a minimum of twenty (20) hours per week accrue vacation benefits on a *pro rata* basis. Temporary employees, employees who are regularly scheduled to work fewer than twenty (20) hours per week and staffing agency workers do not accrue vacation benefits.



Maximum Accrual

Vacation accruals may not be more than the maximum days listed in the Vacation Accrual table above. These levels are at least 1.75 times an employee's current annual rate. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and their accrued hours have dropped below the maximum accrual.

Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation except on the termination of their employment, as described below.

Vacation Accrual During Periods of Leaves of Absence

No vacation accrues during an unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

Vacation Pay on Termination

On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of their termination.

Vacation Approval & Scheduling

All vacations must be approved in advance by the employee's immediate supervisor. Employees are expected to schedule time off well in advance when possible and approval of time off is subject to the needs of the Company and approval by the employee's supervisor. Exempt employees must take vacation in at least four (4) hour increments. Non-exempt employees must use vacation in at least one (1) hour increments.

Holidays Occurring During Vacation

If an observed Company holiday (see "Holidays" section above) occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

SICK LEAVE

To help prevent loss of earnings that may be caused by accident, illness, or certain other emergencies (as specified below), the Company has established paid sick leave.

Eligibility

This sick leave policy applies to all employees, other than staffing agency workers. Sick leave rights of staffing agency workers are governed by the staffing agency that is responsible for paying the worker's wages.

Use

Sick leave may be taken for:

- (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.



(b) Leave pursuant to the Company's leave of absence policy for victims of domestic violence, sexual assault, or stalking.

For purposes of this policy, "Family member" is defined to include any of the following persons in relation to the employee: (a) child; (b) parent, stepparent, or legal guardian of the employee or the employee's spouse, or registered domestic partner; (c) spouse or registered domestic partner; (d) grandparent or grandchild; (e) sibling.

Please note that any employee who misuses sick leave is subject to discipline, up to and including termination of employment. Misuse of sick leave occurs when an employee uses sick time for a purpose that is not authorized by this policy or applicable law.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notification before taking sick leave. If the need for sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable. Sick leave must be taken by eligible employees in increments of at least 1 hour. Exempt employees will receive their regular pay, and do not need to use sick leave, for absences of less than four hours in a workday.

Compensation for Sick Leave

Eligible employees will receive pay for any sick leave taken at the following applicable rate:

- Non-Exempt Employees: The employee's regular rate of pay for the workweek in which the employee uses paid sick time
- Exempt Employees: Base salary.

No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any unused sick leave upon termination of employment.

Accrual of Sick Leave

All eligible employees accrue sick leave at the rate of 1 hour of sick leave per 30 hours of work, beginning at commencement of employment. Please note that for purposes of calculating sick leave accrual for exempt employees, full-time exempt employees are deemed to work forty (40) hours per week, and part-time exempt employees are deemed to work the number of hours in their normally scheduled workweek.

While accrued sick leave carries over to the following year of employment, there is a maximum cap on sick leave accrual of 80 hours. Accrual stops once the 80 hour limit is reached, and accrual does not recommence until sick leave is used to bring the total accrual below the cap.

Employees will not accrue sick leave during any unpaid leave of absence.

Reinstatement of Accrued Sick Leave Upon Re-Hire Within One Year

If an employee separates from employment with the Company (whether voluntarily or involuntarily), and is re-hired by the Company within one year, any previously accrued and unused sick leave will be reinstated and be made available for immediate use (subject to the use and accrual limitations set forth in this policy).



Coordination of Sick Leave Benefits with Other Benefits

The Company will pay any available sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness.

Similarly, the Company will pay any available sick leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from the Company's short-term disability insurance, or other insured unemployment disability plan. Any disability or state benefits would be coordinated with any paid time off you elect to use during your leave so that the total pay does not exceed 100% of the employee's regular base pay.

Following the three-day and seven-day waiting periods specified above, an employee will continue to receive any available sick pay (which the Company would coordinate with the other benefits so that the combined payments do not exceed 100% of regular base pay).

Please see the Leaves of Absence section of this handbook for information about coordination of sick leave with other types of leave.

OTHER BENEFITS

The Company provides benefits for its Regular Full-Time employees, as described in general terms below. The terms on which benefits are made available to employees are set forth in the governing plan documents. In the event of a conflict between the following descriptions and the terms of the plan documents, the plan documents will control. This Handbook is not a plan document and does not create any enforceable rights with respect to benefits or otherwise. The Company reserves the right to eliminate or modify any of its benefits at any time without prior notice.

The Company currently provides medical, dental and vision insurance plans for eligible Regular Full-Time and Regular Part-Time employees and their eligible dependents. Regular Part-Time employees must regularly work at least 20 hours per week to be eligible to participate in the Company's medical, dental and vision insurance plans.

The Company pays a portion of the premiums for both employees and their eligible dependents. The employee's portion of premium payments are deducted from their paycheck each pay period. In the event of an increase in health insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. All eligible participants receive a summary plan description.

The Company is required under the Consolidated Omnibus Budget Reconciliation Act (COBRA), typically at the employee's own cost, to offer eligible participants and their dependents the opportunity for a temporary extension of health care coverage at group rates in certain instances where coverage under the Company's health plan would otherwise end (i.e., change to temporary status, termination of employment). Employees may contact Human Resources for more information regarding their rights to continued health care coverage under COBRA.

The Company provides Short Term and Long Term Disability insurance for eligible Regular Full-Time and Regular Part-Time employees at the Company's expense. These benefits are payable in the event of a qualifying disability. Benefits for short term disability begin on the 8th day of the disability and provide income replacement for up to 26 weeks. Short term disability integrates with any statutory disability policy that may be available to employees. After this 26 week period, if the employee is still disabled the Long Term Disability coverage will begin. All eligible participants will receive a summary plan description with more information.



The Company provides Life Insurance for eligible Regular Full-Time and Regular Part-Time employees at the Company's expense. Please see the summary plan description for more details and limitations.

WORKPLACE CONDUCT

RULES OF CONDUCT

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Company, other employees, or customers, may also result in disciplinary action, up to and including immediate termination.

Employees may be disciplined for misconduct, including but not limited to the following:

- Insubordination
- Dishonesty
- Theft
- Misusing or destroying Company property or the property of another on Company premises
- Violating conflict of interest rules
- Disclosing or using confidential or proprietary information without authorization
- Falsifying or altering Company records, including an application for employment or time records
- Interfering with the work performance of others
- Altercations
- Harassing, including sexually harassing, employees or customers
- Abusive conduct (defined as conduct with malice that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests). Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Company property or while conducting Company business
- Sleeping on the job or leaving your work location/work site without authorization



- Violation of safety or health rules
- Possessing a firearm or other dangerous weapon or materials on Company property or while conducting Company business
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Company, its employees, customers, or property
- Failure to call in or report for your scheduled shift of work. An absence of three (3) consecutive scheduled workdays without notifying your supervisor or their designee is job abandonment and is considered a voluntary resignation.

The Company reserves the right to proceed directly to a written warning, demotion, or termination of employment for misconduct or performance deficiency, without resort to prior disciplinary steps, when the Company deems such action appropriate.

PUNCTUALITY AND ATTENDANCE

As an employee of the Company, you are expected to be punctual and regular in attendance.

If you are unable to report for work, you generally must call your supervisor as soon as possible but no less than at least one hour before the time you are scheduled to begin working for that day. Employees also must inform their supervisor of the expected duration of any absence. The prior sentence notwithstanding, except in the case of extenuating circumstances, you must call in on each day you are scheduled to work and will not report to work.

Any employee who is on an excused absence for five (5) or more consecutive work days due to illness or injury will require a doctor's release in order to return to work.

SAFETY & HEALTH

The Company is dedicated to providing a safe, ethical, and secure work environment for all employees. To accomplish this, employees must act in a responsible and professional manner toward fellow employees, customers, vendors, and members of the community.

GENERALLY

Every employee is responsible for working safely, both for self-protection and for the protection of fellow workers, and for supporting the Company's safety efforts. All employees are required to be familiar with and comply with the Company's rules governing safety, and to follow safe work practices at all times. Employees may be subject to discipline for engaging in any unsafe work practice or for violating established safety rules. Employees must promptly report any potential health or safety hazards, and all injuries or accidents to their manager/supervisor and/or Human Resources. In the case of a serious threat to an employee's health, medical attention should be obtained immediately. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program.

For the safety of employees and to avoid accident or injury, open toed shoes (such as sandals, flip flops, or "peep toe" shoes) may not be worn in certain areas of the workplace, including the CER, lab areas (including the R&D Lab, the EP Lab, and the Retainer Processing Lab), Receiving Inspection, Finished



Goods, and shipping and receiving areas. For the safety of employees and to avoid fire and electrical hazards, no employee may use a space heater or other personal heating device in their workspace or on Company property.

ACCIDENT / INJURY REPORTING

If an accident or injury should occur on the job (whether at or outside of the Company's business premises), it is extremely important for you to notify your manager/supervisor or Human Resources promptly, no matter how minor the incident may seem. Employees have the right to report workplace injuries and illnesses without fear of retaliation. Any manager/supervisor who receives such notice shall immediately notify Human Resources. Such notification will enable the Company to obtain the necessary emergency medical attention for the injured employee and also assist the Company to begin processing paperwork necessary to comply with workers compensation laws and preserve any right you may have to workers compensation benefits. Also, if any Company property (e.g., equipment) is involved in the incident, you should include it in your report and hold it for inspection.

VIOLENCE IN THE WORKPLACE

Statement of Policy

The Company is committed to providing a safe, violence-free workplace. In this regard, the Company strictly prohibits employees, consultants, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. Moreover, the Company seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The Company believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence includes, but is not limited to, the following:

- (1) Threats of any kind;
- (2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;
- (4) Defacing Company property or causing physical damage to the facilities; or
- (5) With the exception of security personnel, bringing (or threatening to bring) weapons, firearms, or other dangerous materials of any kind on Company premises, in Company parking lots, or while conducting Company business.



Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify Human Resources immediately.

Further, employees should notify Human Resources if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Investigation

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation. The Company may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence.

Corrective Action and Discipline

If the Company determines that workplace violence has occurred, the Company will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, reassignment of responsibilities, suspension, or termination of employment. If the violent behavior is that of a non-employee, the Company will take appropriate corrective action to ensure that such behavior is not repeated.

Security

The Company desires to provide a safe and secure workplace for its employees and endeavors to create and maintain a safe working environment. Employees also must play a role in creating and maintaining a safe working environment. All employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances, and exits. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify management personnel of unknown persons acting suspiciously or of suspicious activities in or around the facilities, or when keys are missing.

Parking

Employee vehicles may be parked in designated areas. The Company is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

SUBSTANCE ABUSE POLICY

Purpose of Guideline

It is the intent of the Company to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.



To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Company has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each employee must abide by this policy.

Definitions

For purposes of this policy:

- (1) "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- (2) "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- (3) "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- (4) "Possession" means that an employee has the substance on their person or otherwise under their control.
- (5) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

Prohibited Conduct

The prohibitions of this section apply whenever the interests of the Company may be adversely affected, including any time an employee is (1) on Company premises; (2) conducting or performing Company business, regardless of location; (3) operating or responsible for the operation, custody, or care of Company equipment or other property; or (4) responsible for the safety of others in connection with, or while performing, Company-related business.

Alcohol: The following acts are prohibited and will subject an employee to discipline, up to and including immediate termination of employment: (1) the unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or (2) being under the influence of alcohol. The Company may provide alcohol for consumption at certain events, such as social functions. Moderate, responsible consumption of alcohol at these events does not violate this policy.

Illegal Drugs: The following acts are prohibited and will subject an employee to discipline, up to and including immediate termination of employment: (1) the use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or (2) being under the influence of any illegal drug or other controlled substance.

Legal/Prescription Drugs: This policy prohibits (1) the abuse of any legal drug; (2) the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or (3) working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to Company property or equipment; or substantially interfere with the employee's job.



performance or the efficient operation of the Company's business or equipment. Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

Drug Testing

1. Reasonable Suspicion Testing

If the Company has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below.

If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

2. Procedures for Drug Testing

The Company will refer employee to an independent medical clinic or laboratory, which will administer the test. The Company will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis.

The clinic or laboratory will inform the Company as to whether the applicant passed or failed the drug test. If an employee fails the test, they will be in violation of this policy and will be subject to discipline.

3. Acknowledgment and Consent

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the Company of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, or will subject an employee to discipline up to and including termination.

4. Confidentiality

All drug testing-records will be treated as confidential.

Disciplinary Action

Violation of this policy may result in disciplinary action up to and including immediate termination of employment. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event will be deemed to have violated this policy. Mandatory participation in and satisfactory completion of an inpatient or outpatient drug or alcohol abuse assistance or rehabilitation program may become a condition of continued employment upon violation of this policy.



LEAVES OF ABSENCE

INTRODUCTION

The Company honors all applicable federal, state, and local leave laws, also allows eligible employees to request discretionary personal leave, as described in the policies below and the Local Appendices to this Handbook.

FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE

The Company provides family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA").

A. Eligibility

To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the Company for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave. However, employees who work at a location where the Company employs fewer than 50 persons within 75-miles are not eligible for family care, medical, or military family leave.

In the case of a pregnancy-related or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all the above requirements. In such circumstances, the employee should contact Human Resources for clarification about their rights for other types of leave.

B. Permissible Uses of Family Care, Medical, and Military Family Leave

Family Care & Medical Leave: "Family care and medical leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, domestic partner, spouse, or parent; or (4) an employee's own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying Exigency Leave: Eligible employees may use up to 12 weeks of FMLA leave for "any qualifying exigency" arising out of a covered military family member serving in the National Guard, Reserves, or Armed Forces on covered active duty or called to covered active duty. A "qualifying exigency" includes issues arising from short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, activities related to care of the military member's parent, counseling, rest and recuperation, post-deployment activities, and any additional activities agreed to by the Company and the employee.



Military Caregiver Leave: An employee who is the spouse, son, daughter, parent, or next of kin to a covered servicemember may take up to 26 workweeks of leave in a single 12-month period to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty, including a preexisting injury or illness that was aggravated in the line of duty on active duty. This leave also covers family members of a veteran who is undergoing medical treatment. Specifically, it covers family members of veterans who: (1) are undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness incurred in the line of duty on active duty; and (2) were members of the Armed Forces, including the National Guard or Reserves, at some point during the five-year period before undergoing the treatment, recuperation, or therapy.

C. Leave's Effect on Pay; Substitution of Paid Leave

Except to the extent that other paid leave is substituted for FMLA leave, such leave is unpaid.

Employees may be entitled to receive wage replacement benefits during FMLA leave, such as from the Company's short-term disability insurance, or California Paid Family Leave ("PFL"). Employees may, at their option, substitute accrued vacation or sick time for all family care and medical leaves (to the extent the employee is not receiving pay from another source (such as a government administered wage replacement benefit). Otherwise, such leave will be unpaid. Any government-administered wage replacement benefits and/or paid leave provided by the Company (such as vacation, or sick time) will run concurrently with FMLA leave.

D. Amount of Leave

1. Family Care, Medical, and Military Exigency Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backward from the date of any FMLA leave usage.

Employees who are unable to work due to pregnancy-related disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. See "Pregnancy-Related Disability Rights" section below. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

2. Military Caregiver Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken. Spouses/ who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

3. Intermittent Leave

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken



intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must attempt to schedule the treatment so as not to unduly disrupt the Company's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

E. Leave's Effect on Benefits

During an employee's family care, medical, and military family leave, the Company will continue to pay for the employee's participation in the Company's group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay their share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must arrange with the Company for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

Employees on family care, medical, and military family leave accrue employment benefits such as sick leave or vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

F. Procedure for Requesting Family Care, Medical and Military Family Leave

1. Notice Requirements

Employees must notify the Company of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide thirty (30) calendar days' advance notice to the Company of the need for leave, if possible. For events that are unforeseeable thirty (30) calendar days in advance, the employee must notify the Company as soon as is practicable and generally must comply with the Company's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Company operations and may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

If an employee fails to provide the requisite thirty (30) calendar day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least thirty (30) calendar days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the Company reserves the right to deny requests for extensions or deny reinstatement to an employee who



exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if you have a disability, you may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

2. Certification

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured servicemember. Employees generally must provide the required certification within fifteen (15) calendar days after the Company's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the Company's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the Company may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

Where permitted by law, if the Company has reason to doubt the validity of the medical certification provided by the employee, the Company may require the employee to obtain a second opinion from a doctor of the Company's choosing at the Company's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the Company may require a third opinion, also at the Company's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish their health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

G. Recertification

The employee taking leave because of their own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Company with recertification at appropriate intervals. For purposes of recertification, the Company may request the same information as allowed by law for the original certification. As part of that request, the Company may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within fifteen (15) calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

H. Return to Work Certification

Where the leave is for the employee's own serious health condition, the Company requires the employee to provide medical certification that they are fit for duty and able to return to work. The Company may delay restoring the employee to employment or terminate the employee without such certificate.



I. Leave's Effect on Reinstatement

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The Company may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the Company within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Company's operations. An employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. The Company will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

PREGNANCY-RELATED DISABILITY RIGHTS

It is the Company's policy to accommodate requests for leave for pregnancy-related disabilities the same as it would a request for leave for a non-pregnancy-related temporary disability that is similarly disabling (see Temporary Disability Leaves policy, below), and in accordance with applicable law.

TEMPORARY DISABILITY LEAVES

In addition to medical leaves described above, employees may take a temporary disability leave of absence if necessary, to reasonably accommodate a workplace injury or a disability under the Americans with Disabilities Act or state law. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under the FMLA, the California Family Rights Act, and/or other similar state or local laws.

An employee taking temporary-disability leave may substitute any accrued vacation, or sick time for the leave. Except to the extent that paid leave is substituted for temporary-disability leave, the temporary-disability leave will be unpaid. Employees may be entitled to benefits from the Company's short-term disability insurance, and/or other applicable wage replacement benefits. Any disability or state benefits would be coordinated with any paid time off you elect to use during your leave so that the total pay does not exceed 100% of the employee's regular base pay.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

Unless the employee is also eligible for leave under the FMLA or the California Family Rights Act, the employee will not be entitled to any continued Company contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation. An employee desiring to return to work from temporary-disability leave shall be reinstated in accordance with applicable law and shall be given their former position when staffing requirements permit. The Company cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave.

If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements,



and reinstatement shall be governed by state workers' compensation laws. Employees having questions about such rights should contact Human Resources.

MILITARY LEAVE OF ABSENCE

The Company will grant employees a military leave of absence to the extent required by applicable federal, state, and/or local law.

PERSONAL LEAVE

A Personal Leave is an unpaid leave of absence and will be considered for compelling/urgent reasons. At the sole discretion of management, a Personal Leave of Absence, up to a maximum of thirty (30) calendar days, may be granted to employees. The leave may be denied at the sole discretion of the Company. Employees who take a personal leave are not guaranteed a position with the Company upon expiration of the leave.

All accrued vacation must be used at the beginning of the Personal Leave. There will be no accrual of vacation, sick leave, or holiday pay during the unpaid portion of Personal Leave. Employees on leave may continue medical benefits for a maximum of 30 days.

BEREAVEMENT LEAVE

In the event of a death of an employee's family member, regular full-time and regular part-time employees scheduled to work at least 20 hours per week will be granted five (5) days of paid bereavement leave. Such bereavement leave may be taken in non-consecutive days, and must be completed within three months of the date of death of the family member. For purposes of this policy, "family member" is defined to include the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

If an employee requires more than five days off for bereavement leave, the employee must first use any accrued vacation time, and then may request unpaid time off.

JURY DUTY

The Company will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice.

Employees will be granted a paid leave of absence of up to ten (10) business days per year for the purpose of fulfilling jury duty. Any jury duty that extends beyond 10 business days per year will be unpaid. However, exempt employees who work any portion of a workweek in which they also serve on jury duty will receive their full salary for that workweek. Employees may elect to substitute accrued vacation during any unpaid leave due to jury duty.

Employees are required to provide reasonable advance notice of the need for leave due to jury duty. Employees also are expected to report to work each day or portion of a day they are not performing jury duty. The Company reserves the right to request that the employee furnish written verification from the court as proof that the employee served jury duty. Failure to provide written verification is grounds for disciplinary action.



WITNESS LEAVE

The Company will provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Time off for these purposes will be unpaid. However, employees may elect to substitute accrued vacation during any unpaid leave due to witness leave.

Employees are required to provide reasonable advance notice of the need for witness leave. Employees also are expected to report to work each day or portion of a day they are not performing witness duty.

LEAVE FOR SCHOOL SUSPENSION PROCEEDING

Employees may take unpaid time off to appear in a school proceeding related to a child's suspension from school. Employees must give reasonable advance notice of the proceeding. Employees may elect to substitute accrued vacation during leave under this section; otherwise, leave is unpaid.

LEAVE FOR EDUCATIONAL/CHILD CARE PURPOSES

Employees who are parents will be granted time off without pay for up to 40 hours per calendar year to: (a) find, enroll, or reenroll their child in a school or with a licensed child care provider; (b) participate in the activities of schools or licensed child care provider facilities attended by their children; and/or (c) address a child care provider or school emergency. Combined time off for reasons (a) and (b) is limited to no more than eight hours in any calendar month (except that this eight-hour limit does not apply to employees based in Washington D.C.). For purposes of this policy, "parent" means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child. Employees must substitute accrued vacation for purposes of a planned absence under this section.

Employees wishing to take time off under this section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the Company at the same worksite, the request for time off under this section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The Company reserves the right to request that the employee furnish written verification from the school or childcare facility as proof that the employee participated in school or childcare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

VOLUNTEER FIREFIGHTER, RESERVE PEACE OFFICER, AND EMERGENCY RESCUE PERSONNEL

Employees will be granted time off on an unpaid basis to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel also are eligible for unpaid leave of up to 14 days per calendar year for fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or participate in such training will receive their full salary for that workweek. Otherwise, leave under this policy will be unpaid. Employees may elect to substitute accrued vacation pay for any unpaid portion of leave to perform such emergency duties or training.



VOTING TIME OFF

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two business days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

The Company will provide time off to an employee who has been the victim of domestic violence, sexual assault, or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child. In addition, victims of domestic violence, sexual assault, or stalking will be granted time off to seek or obtain services from a domestic violence shelter, program or rape crisis center, psychological counseling, medical attention, and participation in safety planning programs. The Company requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the Company with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor. Employees may elect to substitute accrued vacation or sick leave during leave under this section; otherwise, leave is unpaid. The Company will also provide reasonable accommodation for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for the safety of the victim while at work.

CRIME VICTIM'S LEAVE

The Company will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The Company requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the Company with a copy of the notice within a reasonable time. Employees may elect to substitute accrued vacation and/or sick leave during leave under this section; otherwise, leave is unpaid.



LOCAL APPENDICES

Arizona Appendix

The following provisions apply to employees based in Arizona (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

Employees in Arizona are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

In addition to the reasons designated in the general sick leave policy, sick leave may also be used on account of: (i) closure of the employee's place of business by order of a public official due to a public health emergency; (ii) an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or (iii) an employee's need to care for themselves or a family member when it has been determined by health authorities or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease.

In addition to the individuals designated in the general sick leave policy, "family member" is also defined to include: (i) a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor; (ii) a person who stood *in loco parentis* to the employee or the employee's spouse or domestic partner when they were a minor child; (iii) a grandparent, grandchild or sibling of the employee's spouse; or (iv) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Sick leave must be taken by eligible employees in increments of at least 1 hour.

For sick leave usage of three (3) or more consecutive workdays, the Company may require reasonable documentation that the leave is required for a covered purpose.

Notice

Employees are guaranteed the use of sick leave as set forth in this policy. Retaliation against any employee for requesting or using sick leave in accordance with this policy is strictly prohibited. If an employee is subject to retaliation or is denied sick leave usage as set forth in this policy, the employee has the right to file a complaint with the Industrial Commission of Arizona. The contact information for the Industrial Commission of Arizona (Phoenix office) is: 800 W Washington St, Phoenix AZ 85007 - Phone: (602) 542-4411.



Voting Leave

Employees in Arizona who have less than 3 consecutive hours between the opening of the polls and the beginning of their regular work shift or between the end of their regular work shift and the closing of the polls will be granted up to 3 hours of paid time in order to vote.

For information regarding these provisions or other rights or benefits under Arizona law, please contact Human Resources.



California Appendix

The following provisions apply to employees based in California (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Lactation Accommodation

California employees have the right to file a complaint with the Labor Commissioner for any violation of lactation accommodation rights under the California Labor Code.

Overtime

All non-exempt employees based in California will receive time and a half their regular rate for overtime hours worked in excess of eight (8) hours in a single workday or more than forty (40) hours in any one workweek and for the first eight (8) hours worked on the seventh consecutive day in any one workweek. Double time will be paid for hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day worked in any one workweek.

Sick Leave

In addition to the persons specified in the sick leave main policy, an employee may use sick leave to care for a designated person. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. The Company limits an employee to one designated person per 12-month period for paid sick days.

Family Care, Medical and Military Leave

The California Family Rights Act (CFRA) provides expanded leave rights to eligible employees. CFRA leave operates the same as FMLA leave under the Company's Family Care, Medical and Military Leave Policy, except for the following changes:

Eligibility

There is no requirement for an employer to have 50 employees within a 75-mile radius for an employee to qualify for coverage.

Use

CFRA leave may also be taken to care for a designated person who has a serious health condition. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests leave. The Company limits an employee to one designated person per 12-month period for family care and medical leave.

For purposes of this policy, "parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. An eligible employee may also take family leave to care for an adult child over 18 years of age, grandparent, grandchild or sibling who has a serious health condition. Leave may also be



taken due to a qualifying exigency related to the covered active duty or call to covered active duty of an employee's registered domestic partner in the United States Armed Forces.

Please note that leave for disability on account of pregnancy, childbirth, or related conditions is covered by the immediately below policy (Pregnancy-Related Disability Rights) and federal FMLA leave, but does not count against an employee's 12-week CFRA leave entitlement.

Leave's Effect on Pay; Substitution of Paid Leave

Employees may (at their option) use any accrued sick leave for leave to care for a family member (i.e., this is not mandatory for California employees).

Amount of Leave

To the extent CFRA leave also qualifies as FMLA leave (and/or leave under any other leave laws), to the extent permitted by law, such leave shall run concurrently under CFRA, FMLA, and any other applicable leave laws.

In the event both parents are employed by the Company, each parent shall be entitled to a separate 12 week leave for a birth, adoption or placement of a child.

No Key Employee Exception

Under CFRA, there is no "key employee" exception to an employee's right to reinstatement.

Pregnancy-Related Disability Rights

Leaves of Absence and Transfers

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months per pregnancy under the California Fair Employment and Housing Act, in addition to any family care or medical leave to which the employee may be entitled under the Family Care, Medical and Military Family Leave policy above. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if they so request and provides the Company with medical certification from their health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if they so request, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Procedure for Requesting Pregnancy-Related Disability Leave or Transfer

Whenever possible, an employee should submit a written request for pregnancy-related disability leave or pregnancy-related disability transfer to Human Resources as soon as they are aware of the need for such leave or transfer. If the leave or transfer is foreseeable, the employee must provide 30 calendar days' advance notice to the Company of the need for pregnancy-related disability leave or transfer. If it is not practicable for the employee to give 30 calendar days' advance notice of the need for leave or transfer,



the employee must notify the Company as soon as practicable after they learn of the need for the pregnancy-related disability leave or transfer.

Any request for a pregnancy-related disability leave or transfer must be supported by medical certification from a health care provider. Upon expiration of the time period for the leave or transfer estimated by the health care provider, the Company may require the employee to provide another medical certification if additional time is requested for leave or transfer.

Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave may use any accrued sick leave during their leave, and may (at their option) use any accrued vacation. Otherwise, leave is unpaid. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled. Employees may be entitled to benefits from Company's short-term disability insurance, which the Company would coordinate with any paid leave used by the employee so that total pay does not exceed 100% of the employee's regular base pay.

Leave's Effect on Benefits

The Company will continue to pay for the employee's participation in the Company's group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave, up to a maximum of 4 months per pregnancy, regardless of whether such leave is also covered by FMLA/CFRA.

Thus, the employee must continue to pay their share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Company for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

Employees on pregnancy-related disability leave will accrue employment benefits, such as sick leave, vacation, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Reinstatement After Pregnancy-Related Disability Leave Or Transfer

Unless the Company and the employee have already agreed upon the employee's return date, an employee who has taken a pregnancy-related disability leave or transfer must notify Human Resources at least two (2) business days before their scheduled return to work or, as applicable, transfer back to their former position. An employee who timely returns to work at the expiration of their pregnancy-related disability leave will be reinstated to their former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a pregnancy-related disability leave or transfer must be released by their doctor to return to work. The release should be in writing and submitted to Human Resources on or before the employee's return from a pregnancy-related disability leave or transfer.



Military Spouse Leave

Employees in California who work at least an average of 20 hours per week and whose spouse or domestic partner is a member of the United States Armed Forces, National Guard, or Army Reserves on active duty in an area of military conflict are eligible to receive up to ten (10) days off from work, on an unpaid basis, during a period when their spouse or domestic partner is on leave from deployment during a period of military conflict, to the extent permitted by applicable law. Employees must provide notice of the unpaid leave to the Company within two (2) business days of receiving official notice that the qualifying military member will be on leave from deployment and provide written documentation certifying that the qualifying military member will be on leave from deployment during the time requested for the unpaid leave of absence. When Military Spouse leave is provided, it shall also count toward the employee's FMLA entitlement where legally permissible.

Bereavement Leave

This supplement to the main Bereavement Leave policy applies only to the following categories of California employees employed by the Company for at least 30 days prior to the commencement of leave: temporary employees, California regular part-time employees regularly scheduled to work fewer than 20 hours per week, and staffing agency workers. The foregoing employees may take bereavement leave in accordance with the main bereavement leave policy, except that such bereavement leave shall be unpaid. However, such employees may elect to use any available vacation or sick leave during bereavement leave.

Reproductive Loss Leave

For purposes of this policy, "reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. In order to be eligible for reproductive loss leave under this policy, the employee must have been employed by the Company for at least 30 days prior to the commencement of the leave.

In the event of a reproductive loss event, an eligible employee will be granted five (5) days of unpaid leave. Reproductive loss leave may be taken in non-consecutive days, and must be completed within three months of the date of the reproductive loss event (provided, however, that if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave from work pursuant to any state or federal law leave entitlement, the employee must complete their reproductive loss leave within three months of the end date of the other leave). If an employee experiences more than one reproductive loss event within a 12-month period, the total amount of reproductive loss leave will be limited to 20 days within a 12-month period.

During reproductive loss leave, an employee may use any vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Reproductive loss leave is separate and distinct from an employee's right to take leave under the California Family Rights Act, pregnancy disability leave, leave as a reasonable accommodation for disability or medical condition, bereavement leave, and/or any other leave covered by the California Fair Employment and Housing Act.

The Company will maintain the confidentiality of information related to an employee's reproductive loss leave, and will only disclose such information as permitted or required by law.

Leave For Victims Of Crime And Abuse

California employees are eligible to take a leave of absence if they are a victim of crime or abuse. This expands the leave benefits under the Company's Leave for Victims of Domestic Violence, Sexual Assault



or Stalking policy and adds the following provisions: “Crime” includes any crime or public offense that would constitute a misdemeanor or felony in California, regardless of whether any person is arrested for, prosecuted for, or convicted of the crime. A “victim” includes any of the following: a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime. In addition to other listed options to comply with employer certification requirements, an employee may present any form of documentation that the crime or abuse occurred, including a written statement signed by an employee, or an individual acting on the employee’s behalf, certifying that the absence is for an authorized purpose.

Paid Sick Leave for Victims of Crime and Abuse

California employees are eligible to receive and use paid sick leave under the Company’s Sick Leave policy if the leave is taken pursuant to the Company’s Leave for Victims of Crime and Abuse policy included in this Appendix.

Organ & Bone Marrow Donor Leave

Employees based in California may take a paid leave of absence of up to 30 business days in a one-year period for the purpose of donating their organ to another person, and up to 5 business days in a one-year period for the purpose of donating their bone marrow to another person. Employees may take an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of donating the employee’s organ to another person. The one-year period is measured from the date the employee’s leave begins and shall consist of 12 consecutive months. Only employees who have been employed by the Company for at least a 90-day period immediately preceding the commencement of the leave are eligible for the foregoing types of leave.

Leave may be taken in one or more periods subject to the limitations set forth above. Before receiving payment for such leave, employees will be required to take up to 2 weeks of accrued vacation or sick leave for organ donation leave and up to 5 days of accrued vacation or sick leave for bone marrow donation leave.

In order to receive leave under this section, an employee must provide a written verification from a licensed health care provider that they are an organ or bone marrow donor and that there is a medical necessity for the donation. An employee should provide Human Resources with as much advance notice as possible when scheduling this leave.

The Company will maintain and pay for group health insurance coverage during leave under this policy in the same manner coverage would have been maintained if the employee was actively working. Leave under this policy is in addition to (i.e., does not run concurrently with) leave taken under the Family and Medical Leave Act or California Family Rights Act.

For information regarding these provisions or other rights or benefits under California law, please contact Human Resources.



Los Angeles, California Appendix

The following provisions apply to employees based in Los Angeles, California (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook) (for clarity, these differences do not apply to employees working in the *County* of Los Angeles outside the *City* of Los Angeles):

Sick Leave

This section regarding sick leave applies only to employees based in the City of Los Angeles who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

In addition to the individuals designated in the general sick leave policy, "family member" is also defined to include any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

For information regarding these provisions or other rights or benefits under Los Angeles law, please contact Human Resources.



Oakland, California Appendix

The following provisions apply to employees working at least 2 hours in a week in the City of Oakland who are eligible for sick leave under the main sick leave policy in this handbook (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

Use

If an employee has no spouse or registered domestic partner, the employee may designate one person for whom they may use paid sick leave to aid or care for.

For information regarding these provisions or other rights or benefits under Oakland law, please contact Human Resources.



San Francisco, California Appendix

The following provisions apply to employees based in San Francisco, California (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

This section regarding sick leave applies only to employees based in the City of San Francisco who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

In addition to the persons specified in the sick leave main policy, if an employee has no spouse or registered domestic partner, the employee may designate one person for whom he or she may use paid sick leave to aid or care for.

Sick leave may also be used for donating bone marrow or an organ, and/or to care for a person (including family members, and a designated person) donating bone marrow or an organ to another person.

Paid Parental Leave

This supplemental policy applies to employees who are eligible for paid parental leave under the San Francisco Paid Parental Leave Ordinance ("PPLO"). The PPLO applies to employees who meet all of the following requirements: (1) commenced employment with the Company at least 180 days prior to the start of the leave period; (2) perform at least eight (8) hours of work per week for the Company in San Francisco; (3) at least 40% of the employee's total weekly hours worked for the Company must be in San Francisco; and (4) eligible to receive paid family leave benefits under the California Paid Family Leave program for the purpose of bonding with a new child.

The Company provides eligible employees with paid parental leave of up to 8 weeks in a 12-month period to eligible employees to enable them to take paid time off to bond with their newborn child, newly adopted child, or child newly placed for foster care with the employee. In order to qualify for such paid parental leave, the employee must file a claim for any available government-administered benefits (e.g., California Paid Family Leave ("PFL")). Paid parental leave will be coordinated with any other wage replacement benefits received by the employee through the state so that the employee receives (collectively) the lesser of 100% of their regular base pay or a maximum weekly benefit, up to a maximum of 8 weeks. PPL must be taken concurrently with leave under FMLA/CFRA, and/or any other applicable federal, state, or local law, and does not entitle an employee to take any additional time off.

This policy is intended to meet or exceed the benefits eligible employees are entitled to receive under the PPLO. The PPLO requires employers to supplement the PFL weekly benefit amount that the employee receives by paying the employee Supplemental Compensation in an amount such that the total of the California Paid Family Leave compensation the employee receives and the Supplemental Compensation provides up to 100% of the employee's current normal gross weekly wage (subject to a PPLO benefit



cap). California PFL/PPLO combine to cover up to 8 weeks normal wages. Employees are protected from retaliation for exercising rights under PPLO.

Public Health Emergency Leave

Pursuant to the Public Health Emergency Leave Ordinance, the Company provides San Francisco employees with up to 80 hours of paid Public Health Emergency Leave that may be used when an employee is unable to work (or telework) due to the following:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee or a family member the employee is caring for resides) related to the public health emergency.
- The employee, or a family member of the employee is caring for, has been advised by a healthcare provider to isolate or quarantine.
- The employee, or a family member the employee is caring for, is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The employee is caring for a family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.
- An air quality emergency, if the employee is a member of a vulnerable population and primarily works outdoors.

For purposes of this policy, “public health emergency” means a local or statewide health emergency related to any contagious, infectious, or communicable disease, declared by the City’s local health officer or the state health officer pursuant to the California Health and Safety Code, or an air quality emergency. “Family member” has the same definition as those whom a San Francisco employee may use sick leave to care for. “Vulnerable population” means a person who has been diagnosed with heart or lung disease; has respiratory problems including but not limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older.

Substance Abuse

Reasonable Suspicion Testing

In accordance with a San Francisco local ordinance, the Company will only ask an employee to submit to a reasonable suspicion drug test where it has reasonable grounds to believe that an employee’s faculties are impaired on the drug and the employee is in a position where such impairment presents a clear and present danger to the physical safety of the employee, another employee or to a member of the public.

Paid Military Leave

An employee is eligible for the pay benefit under this policy if they are a member of the reserve corps of the United States Armed Forces, National Guard, or other uniformed service organization of the United States. While on leave for military duty, the Company will pay an eligible employee supplemental



compensation defined as follows: the difference between the amount of the employee's gross military pay and the amount of gross pay the employee would have received from the Company, had the employee worked the employee's regular work schedule (excluding overtime unless regularly scheduled as part of the employee's regular work schedule). Under this policy, "military duty" means active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity.

Such leave may be taken in daily increments for one or more days at a time, for up to 30 days in any calendar year. If an employee who received supplemental compensation under this policy, and is fit for employment in their previous position upon release from Military Duty, does not return to their position with the Company within 60 days of release from military duty, the supplemental compensation may, at the Company's option, be treated as a loan payable with interest at a rate equal to the minimum amount necessary to avoid imputed income under the Internal Revenue Service Code of 1986 (or any amended or successor version of the statute). In such case, interest shall begin to accrue 90 days after the employee's release from military duty or return to fitness for employment, whichever is later. Any such loan will be payable in equal monthly installments over a period not to exceed five years, commencing 90 days after the employee's release from military duty or return to fitness for employment, whichever is later.

For information regarding these provisions or other rights or benefits under San Francisco law, please contact Human Resources.



Colorado Appendix

The following provisions apply to employees based in Colorado (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Overtime

Under Colorado wage and hour laws, non-exempt employees receive overtime pay at one and a half times their regular rate of pay for all time worked in excess of: (1) forty hours in one workweek, (2) twelve hours per workday, or (3) twelve consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

Sick Leave

This section regarding sick leave applies only to employees based in Colorado who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

Paid sick leave may also be used when:

- The employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.
- Due to a public health emergency, a public official has ordered closure of: (i) the employee's place of business; or (ii) the school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.
- An employee whose family member is a victim of domestic abuse, sexual assault, or harassment and the leave is to: (i) seek medical attention; (ii) obtain services from a victim services organization; (iii) obtain mental health or other counseling; (iv) seek relocation; or (v) seek legal services. For purposes of this policy, a "family member" means an immediate family member, which includes a person who is related by blood, marriage, civil union, or adoption.

Accrual Carryover Cap

A maximum of 60 hours of unused accrued paid sick leave carries over to the following calendar year. For clarity, the main sick leave policy's total maximum accrual cap of 80 hours does not apply in Colorado.

Reinstatement of Accrued Sick Leave Upon Re-Hire Within Six Months

If an employee separates from employment and is rehired by the Company within six months after the separation, the Company will reinstate any paid sick leave that the employee had accrued but not used during the employee's previous employment.



Family Care, Medical and Military Family Leave

As to employees otherwise eligible for leave under the federal Family & Medical Leave Act, up to 12 weeks of unpaid leave in a 12-month period may also be used to care for a civil union partner with a serious health condition. Reasonable documentation of the civil union relationship may be required.

Colorado Family And Medical Leave Insurance

Effective January 1, 2024, most Colorado employees who have earned at least \$2,500 over the previous year (for work performed in Colorado) will be eligible for Colorado paid family and medical leave benefits through Colorado Family And Medical Leave Insurance ("FAMLI"). Eligible employees don't have to have worked for the Company for a minimum amount of time in order to qualify for paid family and medical leave benefits.

More specifically, a Colorado is covered by FAMLI once they have earned at least \$2,500 in wages subject to FAMLI premiums within the State, over a period of roughly a year in either the employee's base period or alternative base period. The FAMLI base period is the first four of the last five completed calendar quarters immediately preceding the first day of the individual's benefit year, and the alternative base period is the last four completed calendar quarters.

Covered employees may use FAMLI leave for:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child (applicable to parents of the child, and anyone standing in *loco parentis* to the child).
- Caring for a family member with a serious health condition.
- Caring for your own serious health condition.
- Making arrangements for a family member's military deployment ("qualifying exigency leave," as defined by Colorado law).
- Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse.

"Family member" is defined to mean a covered employee's child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or someone with whom they have a significant personal bond (as defined in Colorado law).

Covered employees are entitled to up to 12 weeks of paid family and medical leave per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications may be entitled to up to 4 more weeks of paid leave per year for a total of 16 weeks. FAMLI leave may be taken continuously, intermittently, or in the form of a reduced work schedule.

Employees can apply for FAMLI benefits by submitting an application, along with other required documents that support the need for leave. Employees need to submit the application directly to the



Colorado FMLI Division. Applications may be submitted in advance when the need for qualified leave is foreseeable.

In any case in which the necessity for leave is foreseeable, an employee must provide not less than 30 days' advance notice to the Company before the date the leave is to begin. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the employee must provide the notice as soon as practicable.

Pursuant to Colorado law, employees who have worked for the Company for at least 180 days before taking FMLI leave are entitled to return to work in the same position, or an equivalent position, when their leave ends.

Employees taking FMLI leave are also entitled to the same healthcare benefits while on FMLI leave, but may also remain responsible for paying for those benefits in the same amounts as before the leave began.

FAMLI leave runs concurrently with any other applicable leave, including FMLA leave, and any other applicable leave under company policy and/or federal, state, or local law. Employees may choose to use vacation or sick leave or other employer-provided paid time off before using FAMLI benefits, but they are not required to do so.

Voting Leave

Employees in Colorado who have less than 3 consecutive hours between the opening of the polls and the beginning of their regular work shift or between the end of their regular work shift and the closing of the polls will be granted up to 2 hours of paid time in order to vote.

For information regarding these provisions or other rights or benefits under Colorado, please contact Human Resources.



Connecticut Appendix

The following provisions apply to employees based in Connecticut (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Family & Medical Leave

The Connecticut Family & Medical Leave Act (CTFMLA) provides expanded leave rights to eligible employees under the Company's Family Care, Medical and Military Leave Policy, as follows:

Eligibility

This supplemental policy applies to any Connecticut employee who has been employed for at least three months immediately preceding their request for leave. Such employees may request the leave described below pursuant to Connecticut state law.

Permissible Uses of CTFMLA Leave

Leave may be requested due to:

- The birth of a child of the employee or placement of a child with the employee for adoption or foster care.
- The need to care for a family member with a serious health condition.
- A serious health condition of the employee.
- Service as an organ or bone marrow donor.
- A qualifying exigency related to the employee's spouse, son, daughter or parent being on active duty or having been notified of an impending call or order to active duty in the armed forces.
- Reasons related to family violence.

Amount Of Leave

Generally, for most CTFMLA leave uses, eligible employees may receive up to 12 weeks of paid leave in a 12-month period with an additional two weeks available in the event of a pregnancy-related health condition resulting in incapacitation. The applicable 12-month period is measured backwards from the date the employee takes CTFMLA leave.

If both spouses work for the Company, they may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is for birth and bonding; adoption or placement of a foster child; or care for family member.

Eligible employees may take up to 26 workweeks of leave during any 12-month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

If CTFMLA leave also qualifies as FMLA leave (and/or leave under any other leave laws), to the extent permitted by law, such leave shall run concurrently under FMLA, and any other applicable leave laws.

**Definition of “Family Member”**

A covered "family member" includes a spouse, son, daughter, parent, sibling, parent-in-law, grandparent, grandchildren, or any other individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships.

Jury Duty

The Company will pay full-time employees regular wages for the first five days, or part thereof, of jury service, unless the Company has been excused by the Chief Court Administrator from compensating the employee. To be excused from compensating a juror, the Company must submit a written application to the Chief Court Administrator. The Chief Administrator must find the Company is subject to financial hardship sufficient to justify excusing them from the compensation obligation. In cases where the Company is excused for compensating an employee for jury service, the state will compensate the employee for the first five days of jury service, not to exceed \$50 per day.

An employee is not considered a full-time employed juror on any day of jury service in which the person (1) would not have accrued regular wages if they were not serving as a juror on that day, or (2) would not have worked more than one-half of a shift which extends into another day if they were not serving as a juror on that day. Each juror not considered a full-time employed juror on a particular day is reimbursed by the state of Connecticut for necessary out-of-pocket expenses incurred during that day of jury service, provided the day of service falls within the first five days, or part thereof, of jury service.

Any employee who has served eight hours of jury duty in any one day is deemed to have worked a legal day's work and the Company cannot require the employee to work in excess of eight hours.

For information regarding these provisions or other rights or benefits under Connecticut law, please contact Human Resources.



Florida Appendix

The following provisions apply to employees based in Florida (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Leave For Victims Of Domestic Violence Or Sexual Violence

Florida employees employed with the Company for at least 3 months may take up to 3 working days of unpaid leave from work in any 12-month period if the employee, or a family or household member of an employee, is the victim of domestic violence or sexual violence. This leave may be used to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence or sexual violence;
3. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence or sexual violence;
4. Make the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
5. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

For information regarding these provisions or other rights or benefits under Florida law, please contact Human Resources.



Georgia Appendix

The following provisions apply to employees based in Georgia (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Lactation Accommodation

The Company will not reduce an employee's compensation for time used for the purpose of reasonable breaks to express breast milk at the employee's worksite during working hours.

Sick Leave

This section regarding sick leave applies only to employees based in Georgia who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

As to Georgia employees who both work at least 30 hours per week, and are not offered participation in a Company stock ownership plan (as defined in Section 4975(e)(7) of the Internal Revenue Code), the following special provisions supplement the main sick leave policy:

- The definition of family member also includes any dependents as shown in the employee's most recent tax return.

For information regarding these provisions or other rights or benefits under Georgia law, please contact Human Resources.



Illinois Appendix

The following provisions apply to employees based in Illinois (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Lactation Accommodation

The Company will not reduce an employee's compensation for time used for the purpose of expressing milk.

Illinois Paid Leave (Effective January 1, 2024)

Effective January 1, 2024, Illinois employees who meet both of the following eligibility criteria will receive Illinois Paid Leave ("IPL") from the Company: (a) the employee must not be eligible for any form of paid leave (including, but not limited to, paid sick leave) under any municipal or county ordinance, including (but not limited to) the City of Chicago paid leave and sick and safe leave ordinances (please see the Chicago, Illinois Appendix, below); and, (b) the employee must not be a staffing agency worker (staffing agency workers would receive any paid leave benefits directly from the staffing agency). Unless otherwise notified by the Company, Illinois employees eligible for IPL will no longer receive sick leave under the Company's sick leave policy, once eligible for IPL (although the Company will preserve any unused sick leave balances for such employees' future use in accordance with this handbook's sick leave policy).

The Company provides eligible employees with 40 hours of IPL per calendar year (except that exempt employees regularly scheduled to work fewer than 40 hours per week will receive a pro rata amount based upon the fraction of a full-time schedule they are regularly scheduled to work). New hires receive their full amount of IPL on the first day of employment, and existing employees receive their full amount of IPL on the first day of the calendar year. Any unused IPL does not carry over from year to year. Employees do not receive payout of any unused IPL upon or following termination of employment.

Employees may use IPL for any reason, and are not required to provide the Company with a reason for using IPL, or documentation or certification supporting their need to use IPL. Employees may also use IPL prior to using any other leave provided by the Company or Illinois law. IPL must be used in minimum increments of at least 2 hours per day.

Employees must provide their supervisor with at least 7 days advance notice for foreseeable uses of IPL, and notice as soon as practicable for unforeseeable uses of IPL. The Company reserves the right to require an employee to obtain reasonable preapproval of IPL use from their supervisor following such notice, as may be necessary to maintain the continuity of Company operations.

If an employee separates from employment with the Company, and the employee is rehired by the Company within 12 months of separation, previously accrued paid leave that had not been used by the employee will be reinstated.

Sick Leave

Illinois employees who are eligible for Illinois Paid Leave (see above) will no longer receive sick leave under the Company's sick leave policy, once eligible for IPL on January 1, 2024 (although the Company



will preserve any unused sick leave balances for such employees' future use in accordance with this handbook's sick leave policy).

Blood & Organ Donation Leave

Full-time employees who have been employed for at least six months may take up to: (a) one (1) hour of paid leave every 56 days for the purpose of donating blood; and, (b) beginning January 1, 2024, up to ten (10) days of paid leave in any 12-month period to serve as an organ donor. For purposes of this policy, "organ" means any biological tissue of the human body that may be donated by a living donor, including, but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

Illinois Bereavement Leave

Eligible employees may receive unpaid time off for bereavement leave under Illinois law. Any such leave will run concurrently with any leave under the handbook's main Bereavement Leave policy.

Covered Employees

To be eligible for leave under this policy, employees must have been employed by the Company for 12 months and worked 1,250 hours during the 12 month period immediately preceding the start of the leave.

Use

An eligible employee may take up to 10 days of unpaid leave to:

- (1) attend the funeral, or an alternative to a funeral, of a family member;
- (2) make arrangements necessitated by the death of the family member;
- (3) grieve the death of the family member; or,
- (4) be absent from work due to:
 - (i) a miscarriage;
 - (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
 - (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party;
 - (iv) a failed surrogacy agreement;
 - (v) a diagnosis that negatively impacts pregnancy or fertility; or,
 - (vi) a stillbirth.

Leave provided under this section must be used within 60 days after the employee receives notice of the death of the employee's family member. If an employee suffers the death of more than one family



member in any 12-month period, the employee is entitled to take up to six weeks of unpaid bereavement leave in the 12-month period.

For purposes of this policy, “family member” means an employee’s child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The definition of “child” includes an employee’s son or daughter who is a biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing *in loco parentis*.

Required Notice

Employees must provide the Company with at least 48 hours’ advance notice of the intention to take leave, unless it is not reasonable or practicable.

Employees requesting leave may be required to provide reasonable documentation of the need for leave.

Employee Option to Substitute Paid Leave

Employees may elect to substitute accrued vacation, or sick leave during leave under this section; otherwise, leave is unpaid.

Interaction with the Family and Medical Leave Act

Leave under this section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time available under the FMLA.

Victims’ Economic Security and Safety Act (“VESSA”) Leave

An employee who is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or an employee who has a family or household member who is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence, may take unpaid leave from work if the employee or employee’s family or household member is experiencing an incident of domestic violence, sexual violence, gender violence, or any other crime of violence or to address domestic violence, sexual violence, gender violence, or any other crime of violence by:

- (A) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence to the employee or the employee’s family or household member;
- (B) obtaining services from a victim services organization for the employee or the employee’s family or household member;
- (C) obtaining psychological or other counseling for the employee or the employee’s family or household member;
- (D) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee’s family or household member from future domestic violence, sexual violence, gender violence, or any other crime of violence or ensure economic security;



(E) seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil, criminal, or military legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;

(F) attending the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;

(G) making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or

(H) grieving the death of a family or household member who is killed in a crime of violence.

Employees are entitled to take up to 12 workweeks of such leave during any 12-month period, except that, in accordance with Illinois law:

- The total number of workweeks to which an employee is entitled shall not decrease during the relevant 12-month period;
- An employee shall be entitled to use a cumulative total of not more than 2 workweeks (10 work days) of unpaid leave for the purposes described above in subparagraphs (F), (G), or (H), which must be completed within 60 days after the date on which the employee receives notice of the death of the victim; provided, however, that:
 - (i) Except as provided in (ii), below, if as a result of the death of the victim the employee is also entitled to Bereavement Leave as described in this Illinois Appendix ("Illinois Bereavement Leave Policy"), this VESSA leave policy does not provide the right to take leave beyond what the Illinois Bereavement Leave policy describes;
 - (ii) If as a result of the death of the victim the employee is also entitled to Illinois Bereavement Leave, VESSA leave taken for purposes described above in subparagraphs (F), (G), or (H) is in addition to (and does not diminish) the leave provided by the Illinois Bereavement Leave policy;
 - (iii) If an employee is not entitled to leave under the Illinois Bereavement Leave Policy as a result of the death of the victim, leave taken for the purposes described above in subparagraphs (F), (G), or (H) shall be deducted from, and is not in addition to, the total amount of VESSA leave that is available to the employee;
 - (iv) Leave taken for the purposes described above in subparagraphs (F), (G), or (H) shall not otherwise limit or diminish the total amount of VESSA leave that is available to the employee.
- To the extent the federal Family and Medical Leave Act ("FMLA") would apply to such leave, VESSA leave will run concurrently (this VESSA leave policy does not extend the leave time permitted by FMLA).

Employees taking VESSA leave must provide the Company with at least 48 hours' advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. The Company may require the employee to provide appropriate certification of the need for leave. The Company will



retain such certification in the strictest confidence (except to the extent disclosure is requested or consented to in writing by the employee, or otherwise required by law).

During VESSA leave, the Company will maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

Military Family Leave

Eligible employees who are the spouse, civil union partner, parent, child, or grandparent of a person called to serve over 30 days in the military may take up to 30 days of unpaid family military leave during the military service member's deployment. To be eligible for family military leave, employees must have been employed by the Company for 12 months and worked 1,250 hours during the 12-month period immediately preceding the start of the leave. Employees must provide the Company with at least 14 days' notice for leave lasting five or more consecutive workdays. For leaves of less than five days, employees must provide the Company with as much notice as possible. Employees must provide certification from the proper military authority to verify eligibility for the leave requested. Employees may use any accrued vacation during leave under this policy. This leave may run concurrently with the Family and Medical Leave Act for qualifying exigency and/or any other leave where permitted by law.

For information regarding these provisions or other rights or benefits under Illinois law, please contact Human Resources.



Chicago, Illinois Appendix

The following provisions apply to employees who work in Chicago, Illinois (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Policy Against Harassment (Chicago Only)

In accordance with Chicago law, please note that sexual harassment is illegal in Chicago. In addition, retaliation for reporting sexual harassment is illegal in Chicago.

Under Chicago law, "sexual harassment" means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.

Chicago employees who supervisor or manage employees must participate in a minimum of two hours of sexual harassment prevention training annually. Other employees must participate in a minimum of one hour of sexual harassment prevention training annually. In addition, all employees must participate in a minimum of one hour of bystander training annually.

In addition to internal Company reporting methods (discussed in the handbook's main Policy Against Harassment), employees have the right to file charges of sexual harassment with the government agencies listed below. All external charges of discrimination in which the Company is identified as a Respondent, should be immediately directed to Human Resources.

Chicago Commission on Human Relations

740 N. Sedgwick, 4th Floor
Chicago, IL 60654 312-744-4111
cchr@cityofchicago.org

U.S. Equal Employment Opportunity Commission (EEOC)

Chicago District Office
230 South Dearborn St., Suite 1866 Chicago, Illinois 60604
321-872-9744
866-740-3953 (TTY)
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Illinois Department of Human Rights

555 W. Monroe Street, Suite 700
Chicago, IL 60601
312-814-6200
312-740-3953 (TTY)



Chicago Paid Leave

Pursuant to the Chicago Paid Leave and Sick and Safe Leave Ordinance, effective July 1, 2024, employees who work in Chicago at least 80 hours in any 120-day period will receive Chicago Paid Leave ("CPL") from the Company (instead of Illinois Paid Leave). The Company provides eligible employees with 40 hours of CPL per calendar year. New hires receive their full amount of CPL on the first day of employment. Existing employees receive their full amount of CPL on July 1, 2024, and the first day of the calendar year for years after 2024. Any unused CPL does not carry over from year to year.

The Company will pay CPL at the same rate employees regularly earn during hours worked. For non-exempt employees, this rate is calculated by dividing the employee's total wages (not including overtime, premium pay, gratuities, or commissions) by total hours worked in the full pay periods of the prior 90 days of employment.

Employees may use CPL for any reason, and are not required to provide the Company with a reason for using CPL, or documentation or certification supporting their need to use CPL. Employees may also use CPL prior to using any other leave provided by the Company or Illinois law. CPL must be used in minimum increments of at least 4 hours per day.

Employees must provide their supervisor with at least 7 days advance notice for foreseeable uses of CPL, and notice as soon as practicable for unforeseeable uses of CPL. The Company reserves the right to require an employee to obtain reasonable preapproval of CPL use from their supervisor following such notice, as may be necessary to maintain the continuity of Company operations.

The Company will pay CPL at the same rate employees regularly earn during hours worked. For non-exempt employees, this rate is calculated by dividing the employee's total wages (not including overtime, premium pay, gratuities, or commissions) by total hours worked in the full pay periods of the prior 90 days of employment.

Sick Leave

This section regarding sick leave applies only to employees who work in Chicago at least 80 hours within any 120-day period who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Accrual & Carryover Caps

While accrual is at the same rate specified in the main sick leave policy:

- Prior to July 1, 2024, a maximum of 60 hours of unused accrued sick leave carries over each calendar year.
- Starting July 1, 2024, a maximum of:
 - (a) 40 hours of sick leave accrues during any calendar year; and,
 - (b) 80 hours of unused accrued sick leave carries over from one calendar year to the next.



For clarity, the main sick leave policy's total maximum accrual cap of 80 hours does not apply in Chicago.

Use

Employees may use sick leave in hourly increments.

In addition to the reasons designated in the general sick leave policy, sick leave may also be used for:

- Leave because the employee, or a covered family member, is the victim of domestic violence or a sex offense (stalking, aggravated stalking, cyber stalking);
- Employee professional care for mental or behavioral issues, including substance abuse disorders, or to care for a family member receiving such professional care;
- Leave because the Company closes by order of a public official due to a public health emergency, or because the employee needs to care for a family member whose school, class, or place of care has been closed;
- Leave because the employee obeys an order issued by the mayor, the governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the employee: to stay at home to minimize the transmission of a communicable disease, to remain at home while experiencing symptoms or sick with a communicable disease, to obey a quarantine order issued to the employee, or to obey an isolation order issued to the employee.

For purposes of this policy, "family member" is also defined to include any individual related by blood or whose close association with the employee is the equivalent of a family relationship.

Pay Rate

The Company will pay sick leave at the same rate employees regularly earn during hours worked. For non-exempt employees, this rate is calculated by dividing the employee's total wages (not including overtime, premium pay, gratuities, or commissions) by total hours worked in the full pay periods of the prior 90 days of employment.

For information regarding the foregoing or other rights or benefits under Chicago law, please contact Human Resources.



Indiana

The following provisions apply to employees based in Indiana (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Family Military Leave

An employee is eligible for leave under this policy if they meet all of the following requirements: (a) have been employed by an employer for at least twelve (12) months; (b) have worked at least one thousand five hundred (1,500) hours during the twelve (12) month period immediately preceding the day the leave begins; and, (c) are the spouse, parent, grandparent, child, or sibling of a person who is ordered to active duty.

An employee may take a leave of absence during one or more of the following periods: (a) during the thirty (30) days before active duty orders are in effect; (b) during a period in which the person ordered to active duty is on leave while active duty orders are in effect; and/or, (c) during the thirty (30) days after the active duty orders are terminated. The leave of absence allowed each calendar year may not exceed a total of ten (10) working days.

Employees may use any otherwise available vacation during leave under this policy. The Company will permit an employee who is taking a leave of absence under this policy to continue the employee's health care benefits at the employee's expense. To the extent permitted by law, leave under this policy runs simultaneously with leave under any other applicable policy or law.

An employee who wants to take a leave of absence under this policy must provide written notice, including a copy of the active duty orders if available, to the Company of the date the leave will begin. An employee must provide at least thirty (30) days notice before the date on which the employee intends to begin the leave, unless the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin.

The Company may require verification of an employee's eligibility for the leave. If an employee fails to provide verification required under this subsection, the Company may consider the employee's absence from employment unexcused.

For information regarding the foregoing or other rights or benefits under Indiana law, please contact Human Resources.



Kentucky Appendix

The following provisions apply to employees based in Kentucky (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Family Leave

Pursuant to Kentucky law, upon an employee's written request, the Company will provide a reasonable period of unpaid leave of up to 6 weeks for the employee to receive an adoptive child under age 10. To the extent permitted by law, this leave will run concurrently with any other applicable leave.

Voting Leave

In accordance with Kentucky law, upon prior request and approval, the Company will provide employees with at least 4 hours of leave to either vote or cast an absentee ballot. Employees who are election officers will be given an entire day of leave to attend training or to serve as an election officer. Employees must apply for leave before election day and the Company may specify the hours when leave.

For information regarding these provisions or other rights or benefits under Kentucky law, please contact Human Resources.



Louisiana Appendix

The following provisions apply to employees based in Kentucky (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Bone Marrow Donation Leave

Pursuant to Louisiana law, employees who work an average of 20 or more hours per may take paid leaves of absence to donate bone marrow. The combined length of the leaves cannot exceed 40 work hours, unless agreed to by the Company. The Company may require physician verification of the purpose and length of each leave. If there is a medical determination that the employee does not qualify as a donor, the paid leave of absence prior to that medical determination is not forfeited.

For information regarding these provisions or other rights or benefits under Louisiana law, please contact Human Resources.



Maryland Appendix

The following provisions apply to employees based in Maryland (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

This section regarding sick leave applies only to employees based in Maryland who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

Sick leave may also be used for:

- 1) maternity or paternity leave; or,
- 2) an absence due to domestic violence, sexual assault, or stalking committed against the employee's family member when the leave is being used:
 - a. by the employee to obtain for the employee or the employee's family member for:
 - i. medical or mental health attention that is related to the domestic violence, sexual assault, or stalking;
 - ii. services from a victim services organization related to the domestic violence, sexual assault, or stalking; or,
 - iii. legal services or proceedings related to or resulting from the domestic violence, sexual assault, or stalking; or,
 - b. during the time that the employee has temporarily relocated due to the domestic violence, sexual assault, or stalking.

Notice

Maryland law prohibits an employer from taking adverse action against an employee for exercising their rights under the state sick leave law as well as prohibits an employee from making a complaint, bringing an action or testifying in an action in bad faith. The Maryland Commissioner of Labor and Industry has oversight of issues related to earned sick leave. The Commissioner may be contacted at ssl.assistance@maryland.gov.

Flexible Leave for Sick Leave and Bereavement Leave

Pursuant to The Flexible Leave Act, employees may use all accrued vacation and/or paid sick leave to care for an immediate family member who is ill or for bereavement leave upon the death of an immediate family member. "Immediate family member" includes a child, spouse or parent. To the extent permitted by law, leave under this policy runs simultaneously with leave under any other applicable policy or law.



Employees who earn more than one type of leave with pay may elect the type and amount of leave to use.

Maryland Family Military Leave

Pursuant to state law, eligible Maryland employees who have worked for the Company for at least 12 months and at least 1,250 hours in the past year may take one (1) day of unpaid leave for an immediate family member leaving for or returning from active duty outside of the United States as a member of the U.S. Armed Forces. An "immediate family member" means a spouse (including same-sex spouse), parent, stepparent, child, stepchild, or sibling.

Leave for Criminal or Civil Legal Proceedings

The Company grants employees with unpaid leave as needed for the employee to respond to a subpoena requiring the employee to appear as a witness in any civil or criminal proceeding, including discovery proceedings, or to attend a proceeding that the employee has a right to attend under Maryland Criminal Procedure Code Sections 11-102 or 11-302, or under Maryland Courts and Judicial Procedures Code Section 3-8A-13.

For information regarding the foregoing or other leave rights under Maryland law, please contact Human Resources.



Massachusetts Appendix

The following provisions apply to employees based in Massachusetts (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Personnel Records

Within five (5) days of a request, and up to two (2) times per year, the Company will allow employees to review or receive a copy of their own personnel file. In addition, employees have the right to inspect any potentially adverse addition(s) to their personnel file.

Sick Leave

This section regarding sick leave applies only to employees based in the Massachusetts who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Usage

Subject to a minimum of 1 hour increment of sick leave usage, sick leave can be used in the smallest increment of time that the Company's payroll system uses to account for absences.

Paid Family & Medical Leave

Eligibility

In order to be eligible for Massachusetts Paid Family & Medical Leave, a Massachusetts employee must have earned at least:

- \$5,100 during the last 4 completed calendar quarters, and
- At least 30 times more than how much the employee would be eligible to get each week from the employee's Paid Family Medical Leave benefits

Permissible Uses of Family Care, Medical and Military Leave

In addition to the reasons covered by the Company's main Family Care, Medical and Military Family Leave policy, leave may also be requested due to a:

- Serious health condition of a parent of a spouse or domestic partner of the employee.
- Qualifying exigency (related to active military duty, or notice of impending call or order to active duty) of:
 - a parent of a spouse or domestic partner of the employee
 - grandchild, grandparent, or sibling of the employee.



Amount Of Leave

For purposes of this policy as applied in Massachusetts, “benefit year” means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave under this chapter commences for the covered individual.

A Massachusetts employee may be entitled to up to:

- 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;
- 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work;
- 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member’s military service.

A Massachusetts employee may be entitled to up to:

- 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition;
- 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year.

Pay Top Off

Starting November 1, 2023, employees may use any accrued vacation, sick leave, or other applicable paid leave to true up their Massachusetts Paid Family & Medical Leave to their Individual Average Weekly Wage (“IAWW”), as defined by Massachusetts law.

Small Necessities Leave

Employees eligible for Family Care, Medical and Military Family Leave (see Leaves of Absence policy) are also eligible to an additional 24 hours of unpaid leave during any twelve month period to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative (at least 60 years of age) of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

If the necessity for such leave is foreseeable, the employee must provide not less than seven days' notice before the date the leave is to begin. If the necessity for leave is not foreseeable, the employee must provide such notice as is practicable.

The Company may require that such leave be supported by appropriate documentation.



Parental Leave

The Company provides unpaid parental leave for up to eight weeks for the birth or adoption of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled.

To be eligible for parental leave, an employee must have worked for the Company for at least three consecutive months as a full-time employee during the period immediately preceding the leave.

While on leave, the Company will continue to make health insurance coverage available to the employee. The employee may elect to continue participating in such benefit plans, at the employee's own expense.

When requesting parental leave, the employee must provide the Company with at least two weeks' notice of the anticipated date of departure and intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the employee's control.

The employee may substitute accrued vacation or sick pay for leave under this section. Otherwise, the leave will be unpaid.

Except as otherwise provided by law, an employee returning from parental leave is entitled to return to employment in the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave.

Domestic Violence Leave

The Company will provide up to fifteen days of unpaid domestic violence leave during any twelve-month period to eligible employees. An employee is eligible for such leave if the following criteria are met: (1) either the employee or a family member (as defined below) is the victim of abusive behavior, such as domestic violence, stalking, sexual assault, or kidnapping; (2) the leave is sought to seek victim services directly related to the abusive behavior, including medical attention, counseling, legal, or other victim services; and (3) the employee is not the perpetrator of the abusive behavior.

A "family member" is (1) a parent, step-parent, child, step-child, sibling, grandparent or grandchild; (2) a married spouse; (3) persons in a substantive dating or engagement relationship and who reside together; (4) persons having a child in common regardless of whether they have ever married or resided together; or (5) persons in a guardianship relationship.

Before taking domestic violence leave, an employee must provide advance notice of the need for leave, unless the employee or the covered family member is in imminent danger. If imminent danger prevents the employee from providing advance notice, they must notify the Company within three business days that the time off was related to one of the covered domestic violence-related reasons. If the employee cannot personally notify the Company, a family member, counselor, or helping professional may do so on their behalf.

Employees are required to provide the Company with documentation supporting the need for leave within thirty days of taking leave. Such forms of documentation may include: a court issued protective order; an official document from a court, provider or public agency; a police report or statement of a victim or witness provided to the police; official legal documentation attesting to perpetrator's guilt; medical documentation of treatment for the abusive behavior; a sworn statement from the employee attesting to



being a victim of abusive behavior; a sworn statement from a professional who has assisted the employee or the employee's family (for example, a counselor, a social worker, or a member of the clergy).

Employees may use any accrued vacation or sick leave during this leave.

Veterans & Memorial Day Leave

Any employee who is a veteran or member of a department of war veterans as defined by Massachusetts law, and who desires to participate in a Memorial Day exercise, parade or service shall be allowed and granted a leave of absence without pay, of sufficient time to participate in such services in their community of residence. Any employee who is a veteran or member of a department of war veterans as defined by Massachusetts law, and who desires to participate in a Veterans Day exercise, parade or service shall be allowed and granted a leave of absence with pay, of sufficient time to participate in such services in their community of residence if the employee provides reasonable notice for such leave.

For information regarding these provisions or other rights or benefits under Massachusetts law, please contact Human Resources.



Michigan Appendix

The following provisions apply to employees based in Michigan (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

This section regarding sick leave applies only to employees based in Michigan who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

Non-exempt employees may also take sick leave for the following reasons:

- Closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- If it has been determined by the health authorities or a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For information regarding these provisions or other rights or benefits under Michigan law, please contact Human Resources.



Minnesota Appendix

The following provisions apply to employees based in Minnesota (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Lactation Accommodation

The Company will not reduce an employee's compensation for time used for the purpose of expressing milk.

Pregnancy Accommodations

In accordance with employee rights under Minnesota law, the Company provides reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee will not be required to obtain the advice of a licensed health care provider or certified doula, and the Company will not claim undue hardship, for the following accommodations: (a) more frequent or longer restroom, food, and water breaks; (b) seating; and, (c) limits on lifting over 20 pounds.

The employee and Company will engage in an interactive process with respect to an employee's request for a reasonable accommodation. Reasonable accommodation may include but is not limited to temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. Notwithstanding the other provisions of this policy, the Company is not required to create a new or additional position in order to accommodate an employee, and is not required (i.e., as part of accommodation) to discharge another employee, transfer another employee with greater seniority, or promote an employee.

Sick Leave (Effective January 1, 2024)

Effective January 1, 2024, this section regarding sick leave applies only to employees based in Minnesota who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

In addition to the reasons designated in the general sick leave policy, sick leave may also be used for:

- Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - (ii) obtain services from a victim services organization;
 - (iii) obtain psychological or other counseling;



- (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- The employee's inability to work or telework because the employee is:
 - (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and,
- When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A family member is also defined to include a:

- Ward;
- Child of a sibling of the employee;
- Sibling of the parents of the employee;
- Child-in-law or sibling-in-law;
- Any of the preceding family members, and family members listed in the main sick leave policy, of a spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Sick leave can be used in the smallest increment of time that the Company's payroll system uses to account for absences, which is currently 1 minute.

Sick Leave (Minneapolis Only)

This section regarding sick leave applies only to employees working in Minneapolis, Minnesota who are eligible for sick leave under the main sick leave policy in this handbook. Employees working in Minneapolis are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:



Use

In addition to the reasons designated in the general sick leave policy, sick leave may also be used for:

- Closure of an employee's place of business for public health reasons; and,
- Care for a family member or member of household due to unexpected closure of their school or place of care, including for inclement weather.

A family member is also defined to include a ward, and people who currently reside in the employee's home.

Pregnancy & Parental Leave

The Company provides unpaid pregnancy and parenting leave for up to 12 weeks for the birth or adoption of a child.

To be eligible for pregnancy and parenting leave, an employee must (1) have worked for the Company for at least twelve months preceding the request; and (2) have worked for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the Company's personnel policies or practices, during the 12-month period immediately preceding the leave.

You may take pregnancy and parenting leave for any of the following reasons: (1) the birth of a son or daughter; (2) the placement of a son or daughter with you for adoption; (3) for female employees, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. Pregnancy and parenting leave because of reasons (1) or (2) must begin within 12 months of the birth or adoption, except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

While on leave, the Company will continue to make health insurance coverage available to the employee. The employee may elect to continue participating in such benefit plans, at the employee's own expense.

When requesting pregnancy and parenting leave, the employee must provide the Company with reasonable notice of the date the leave shall commence and the estimated duration of the leave.

The employee may substitute accrued vacation and/or sick leave for leave under this section. Otherwise, the leave will be unpaid.

Except as otherwise provided by law, an employee returning from pregnancy and parenting leave is entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from pregnancy and parenting leave of longer than one month must notify a supervisor at least two weeks prior to return from leave.

Bone Marrow Donor Leave

Employees who work an average of 20 or more hours per week may take a paid leave of absence of up to 40 work hours for the purpose of donating their bone marrow.

In order to receive leave under this section, an employee must provide a written verification from a physician of the purpose and length of the leave requested. An employee should provide Human Resources with as much advance notice as possible when scheduling this leave.



Civil Air Patrol Service Leave

Unless the leave would unduly disrupt the operations of the Company, the Company shall grant a leave of absence without pay to an employee for time spent rendering service as a member of the civil air patrol on the request and under the authority of the State of Minnesota or any of its political subdivisions.

Leave For Immediate Family Members Of Military Personnel Injured Or Killed In Active Service

The Company will grant up to ten working days of a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service. An employee must give as much notice to the Company as practicable of the employee's intent to exercise the leave guaranteed by this section.

Military Ceremony Leave

Unless the leave would unduly disrupt the operations of the Company, the Company shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The Company may limit the amount of leave provided under this subdivision to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year. For purposes of this section, "immediate family member" shall mean the employee's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé, or fiancée.

Time Off For Voting

In the event that an employee does not have sufficient time before or after their hours of employment to vote in an election, the employee may take off enough working time to enable them to vote. An employee must give their manager/supervisor notice of when the employee will be out of the office to vote, and must make reasonable efforts to minimize workplace disruptions.

Time Off For Crime Victims

The Company will provide an employee who is a victim of a violent crime, or the spouse or immediate family member of a victim of a violent crime, with reasonable time off from work to attend criminal proceedings related to the victim's case.

Employees may elect to substitute accrued vacation during any unpaid portion of leave. However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek.

The employee must give 48 hours' advance notice to the Company, unless impracticable or an emergency prevents the employee from doing so. Upon request of the Company, the employee shall provide verification that supports the employee's reason for being absent from the workplace.

For information regarding these provisions or other rights or benefits under Minnesota law, please contact Human Resources.



Nebraska Appendix

The following provisions apply to employees based in Nebraska (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Family Military Leave

Employees who are the spouse or parent of an individual called to military service lasting 179 days or longer may take up to 30 days unpaid leave for the purpose of spending time with the child prior to deployment, or when the spouse or child is home on leave during the active deployment. The employee must give at least fourteen days' notice of the intended date upon which the family military leave will commence if leave will consist of five or more consecutive work days. Where possible, the employee must consult with the Company to schedule the leave so as to not unduly disrupt the Company's operations. Employees taking family military leave for less than five consecutive days shall give the Company advance notice as is practicable. The Company may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

For information regarding these provisions or other rights or benefits under Nebraska law, please contact Human Resources.



New Hampshire Appendix

The following provisions apply to employees based in New Hampshire (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Pregnancy-Related Disability Rights

The Company will provide an employee with an unpaid leave of absence for the period of the employee's temporary physical disability resulting from pregnancy, childbirth or related medical conditions. When the employee is physically able to return to work, their original job or a comparable position will be made available to them unless business necessity makes this impossible or unreasonable.

For information regarding these provisions or other rights or benefits under New Hampshire law, please contact Human Resources.



New Jersey Appendix

The following provisions apply to employees based in New Jersey (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Equal Opportunity Employment; Policy Against Harassment

In accordance with New Jersey law, the Company also prohibits discrimination and harassment based upon familial status, atypical heredity, cellular or blood trait, genetics, refusal to provide genetic information, and civil union status.

Sick Leave

This section regarding sick leave applies only to employees based in New Jersey who are eligible for sick leave under the main sick leave policy in this handbook. Such employees are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Accrual

Employees may not accrue more than a maximum cap of 40 hours of sick leave in one year (with the year defined as calendar year). Up to a maximum of 40 hours of accrued sick leave carries over to the next year.

Use

"Family member" is defined to include: a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

In addition to the reasons designated in the general sick leave policy, sick leave may also be used for:

- (i) Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
- (ii) Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.



Family Care, Medical and Military Leave

Pursuant to the New Jersey Family Leave Act (NJFLA), eligible employees may take up to 12 weeks of unpaid leave in a 24-month period for the birth or adoption of a child or the serious health condition of a child, spouse, parent, parent-in-law, or partner in a civil union. In order to be eligible, the employee must have been employed for at least 12 months within New Jersey, and for at least 1,000 base hours in the 12-month period immediately preceding the 12-monthly period. Such leave will run concurrently with any other applicable leave, such as FMLA and/or sick leave.

Leave Due to Domestic Violence or Sexually Violent Offense

Any employee who was a victim of an incident of domestic violence or a sexually violent offense, or whose family member was a victim, is entitled to unpaid leave of no more than 20 days in one 12-month period, to be used in the 12-month period next following any incident of domestic violence or any sexually violent offense as provided in this section. Each incident of domestic violence or any sexually violent offense constitutes a separate offense for which an employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted 20 days for the 12-month period. For purposes of this policy, "family member" is defined to mean parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in any of the following activities as they relate to the incident of domestic violence or sexually violent offense:

- (1) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family member;
- (2) obtaining services from a victim services organization for the employee or the employee's family member;
- (3) obtaining psychological or other counseling for the employee or the employee's family member;
- (4) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family member from future domestic or sexual violence or to ensure economic security;
- (5) seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family member including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or,
- (6) attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's family member was a victim.



An eligible employee may elect to use any accrued vacation or sick leave during any part of the 20-day period of unpaid leave provided under this policy. To the extent permitted by law, leave under this policy runs simultaneously with leave under any other applicable policy or law.

Prior to taking the leave provided for in this section, an employee must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave, unless an emergency or other unforeseen circumstances precludes prior notice. The notice must be provided to the Company as far in advance as is reasonable and practical under the circumstances.

The Company may require that the period of leave provided pursuant to this policy be supported by the employee with documentation of the domestic violence or sexually violent offense which is the basis for the leave

For information regarding these provisions or other rights or benefits under New Jersey law, please contact Human Resources.



New York Appendix

The following provisions apply to employees based in New York State (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Lactation Accommodation

The Company provides eligible employees with reasonable break time to express breast milk, pursuant to Section 206-c of the New York Labor Law. Effective June 19, 2024, eligible employees receive paid break time for thirty minutes, and may use existing paid break time or meal time for time in excess of thirty minutes, to express breast milk for the employee's nursing child each time such employee has reasonable need to express breast milk, for up to three years following child birth.

For additional information, please see: (a) the main Lactation Accommodation policy in this employee handbook; and, (b) the official New York State Policy On The Rights Of Employees To Express Breast Milk In The Workplace (distributed to New York employees upon hire, and annually thereafter).

Policy Against Harassment

Purpose and Goals

The Company is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Company's commitment to a discrimination-free work environment.

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Company. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.



Sexual Harassment and Discrimination Prevention Policy:

1. The Company's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Company. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Company who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Human Resources. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Company to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. The Company will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Company will act as required. In addition to any required discipline, the Company will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.



6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Human Resources.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Company's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms



and in messaging apps when employees are working remotely can create a similarly hostile work environment.

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.



Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
- Undermining an individual’s immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;



- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or Human Resources.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this handbook (Exhibit 1) if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to Human Resources. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.



Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Human Resources:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, Human Resources will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. Human Resources will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;



3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Company, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused



by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department



If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at the Company and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Technology Use And Security

To the extent use of any of the Company's Technology Resources is involved, any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.

Sick Leave

Employees in New York State are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

Sick leave may also be taken for:

- (a) Elective surgery (including organ donations) of the employee, or care of a family member who has elective surgery (including organ donations).
- (b) Leave because the Company closes due to a public health emergency or the employee needs to care for a child whose school or child care provider closed due to a public health emergency.
- (c) Leave pursuant to the Company's leave of absence policy for victims of domestic violence, sexual assault, stalking, or human trafficking.
- (e) when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking (as defined by New York state law), leave:
 - (i) to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;



(iii) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;

(iv) to file a complaint or domestic incident report with law enforcement;

(v) to meet with a district attorney's office;

(vi) to enroll children in a new school; and/or

(vii) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

(Note: the reasons outlined above in parts (e)(i)-(vii) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. A person who has committed such domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for sick leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.)

For purposes of this policy, "family member" is defined to include any of the following persons: (a) child of an employee or the employee's spouse or domestic partner; (b) parent, stepparent, or legal guardian of the employee, or the employee's spouse or registered domestic partner; (c) spouse or registered domestic partner of the employee; (d) grandparent or grandchild of the employee; (e) sibling of the employee; (f) an individual whose close association with the employee is the equivalent of family; (g) any other individual related by blood to the employee.

Accrual Carryover Cap

Up to a maximum of 60 hours of accrued sick leave carries over to the next year. For clarity, the main policy's total accrual cap of 80 hours does not apply in New York.

Paid Prenatal Leave

Effective January 1, 2025, the Company provides eligible employees with twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave means leave taken for the health care services received by the employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a health care provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave will be paid in hourly installments. Employees receive this compensation at the employee's regular rate of pay. Employees do not receive payout of any unused paid prenatal personal leave upon separation of employment.

New York Paid Family Leave

New York Paid Family leave provides employees working in the State of New York with job-protected, paid leave to bond with a newly born, adopted, or fostered child, care for a close relative with a serious health condition or to assist with family situations when a family member is deployed abroad on active military service. You are guaranteed the same or comparable job after your leave ends.



Eligibility

All eligible employees are entitled to participate in Paid Family Leave.

- Full-time employees: If you work a regular work schedule of 20 or more hours per week, you are eligible after 26 consecutive weeks of employment.
- Part-time employees: If you work a regular work schedule of less than 20 hours per week, you are eligible after working 175 days, which do not need to be consecutive.
- You are eligible regardless of your citizenship and/or immigration status.

Qualifying Events

Bonding Leave: You can take Paid Family Leave during the first 12 months following the birth, adoption, or foster placement of a child. Expectant mothers cannot take Paid Family Leave for their own pregnancy. Paid Family Leave only begins after birth and is not available for prenatal conditions.

Caring for a Close Relative with a Serious Health Condition: You can take Paid Family leave to care for a close relative with a serious health condition. You cannot take Paid Family Leave for your own health condition. A close relative includes: spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, grandchild.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

Military Active Duty Deployment: You can take Paid Family Leave to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use Paid Family Leave for your own qualifying military event.

Amount of Leave

Eligible employees can take Paid Family Leave for up to 12 weeks. Leave can be taken either all at once or in full-day increments. You may take the maximum time-off benefit in any given 52-week period.

Pay and Benefits During Leave

Benefits are a percentage of your average weekly wage, capped at that same percentage of the New York State Average Weekly Wage, as calculated annually by New York State's Department of Labor. These benefits are 67% of your average weekly wage.

You may, as applicable, use any accrued vacation or sick leave during your Paid Family Leave to supplement benefits received from the state so that you receive, collectively, up to 100% of your regular base pay. Any government-administered wage replacement benefits and/or paid leave provided by the Company (such as vacation, or sick leave) will run concurrently with the Paid Family Leave.



During an employee's Paid Family Leave, the Company will continue to pay for the employee's participation in the Company's group health plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay their share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Company for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

Employees on Paid Family Leave will accrue employment benefits such as sick leave, vacation, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Notice

You must notify Human Resources at least thirty (30) days before your leave will start if it's foreseeable. Otherwise, you are required to notify Human Resources as soon as possible.

Relationship with Other Leaves

Paid Family Leave can be taken by employees who are eligible for time off under the provisions of the FMLA. Paid Family Leave will run concurrently with designated FMLA leave when the reason for leave qualifies under both Paid Family Leave and FMLA. Eligible employees must then apply for both Paid Family Leave and FMLA.

Leave for Victims of Domestic Violence, Sexual Assault, Stalking, or Human Trafficking

The Company will provide time off to an employee who has been the victim of domestic violence, sexual assault, stalking, or human trafficking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. In addition, victims of domestic violence, sexual assault, stalking, or human trafficking will be granted time off to seek or obtain services from a domestic violence shelter, program or rape crisis center, psychological counseling, medical attention, and participation in safety planning programs. The Company requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must provide the Company with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor. Employees may substitute any accrued vacation or sick leave during leave under this section; otherwise, leave is unpaid. The Company will also provide reasonable accommodation for a victim of domestic violence, sexual assault, stalking, or human trafficking who requests an accommodation for the safety of the victim while at work.

Blood and Bone Marrow Donors

Eligible employees working an average of 20 or more hours per week will be granted up to three hours of leave on an unpaid basis in any twelve (12) month period to donate blood. Eligible employees working an average of 20 or more hours per week will be granted up to 24 work hours of leave per donation on an unpaid basis to donate bone marrow. Employees may substitute any accrued vacation or sick leave



during leave under this section; otherwise, leave is unpaid. An employee should provide their manager or supervisor with as much advance notice as possible when scheduling this leave.

For information regarding these provisions or other rights or benefits under New York law, please contact Human Resources.



North Carolina Appendix

The following provisions apply to employees based in North Carolina (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Leave for Child Involvement in Schools

The Company provides up to 4 hours of leave per year to any eligible employee who is a parent, guardian, or person standing *in loco parentis* of a school-aged child so that the employee may attend or otherwise be involved at that child's school. The leave shall be at a mutually agreed upon time between the Company and the Company. The Company may require an employee to provide a written request for the leave at least 48 hours before the time desired for the leave. In addition, the Company may require that the employee furnish written verification from the child's school that the employee attended was otherwise involved at that school during the time of the leave.

For information regarding these provisions or other rights or benefits under North Carolina law, please contact Human Resources.



Ohio Appendix

The following provisions apply to employees based in Ohio (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Crime Victim Leave

The Company provides unpaid leave for an employee who is a crime victim, a member of a crime victim's family, or a crime victim's representative for participating any of the following: (1) Participating, at the prosecutor's request, in preparation for a criminal or delinquency proceeding or for attendance, pursuant to a subpoena,; (2) Attendance at a criminal or delinquency proceeding if the attendance is reasonably necessary to protect the interests of the victim; (3) Attendance at a criminal or delinquency proceeding if the victim's attendance is pursuant to a victim's constitutional and statutory rights.

Voting Leave

Ohio law also gives employees the right to take time off work, without fear of retaliation, for the civic responsibilities of voting and serving on a jury. The Company provides employees reasonable time off, with pay, to cast their ballots.

For information regarding these provisions or other rights or benefits under Ohio law, please contact Human Resources.



Oregon Appendix

The following provisions apply to employees based in Oregon (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Policy Against Discrimination and Harassment

In accordance with state law requirements, the Company provides Oregon employees with this additional policy against discrimination and harassment.

The Company prohibits unlawful discrimination and harassment. This policy defines these terms and provides a complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy applies to all matters related to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

It is the Company's policy to provide a work environment free from unlawful discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, expunged juvenile record, performance of duty in a uniformed service or physical or mental disability, or any other characteristic protected by local law, regulation, or ordinance.

It is our policy that all employees, paid or unpaid interns, customers, clients, contractors, and visitors to the work site are entitled to a respectful and productive work environment free from behavior, action, or language that constitutes workplace harassment or discrimination. The "workplace" includes when employees are on company premises, at a company-sponsored off site event, traveling on behalf of the Company, or conducting company business, regardless of location.

The policy prohibits any conduct at work that a reasonable person in the individual's circumstances would consider unwelcome, intimidating, hostile, threatening, violent, abusive, or offensive. It also prohibits employment actions, including hiring, promotion, termination, and compensation decisions, to be taken based on a protected characteristic. This policy also prohibits any form of retaliatory action toward an employee for filing a complaint of discrimination or harassment, or for participation in an investigation of a complaint.

Workplace harassment can be based on national origin, age, sex, race, disability, religion, sexual orientation, gender identity, or gender expression. It may also encompass other forms of unwelcome, hostile, intimidating, threatening, humiliating, or violent behavior that is not necessarily illegal, but still prohibited by this policy.

Sexual harassment is a form of workplace harassment and includes, but is not limited to, the following types of conduct:

- Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature when such conduct is directed toward an individual because of that individual's sex and submission to such conduct is made either explicitly or implicitly a term or condition of employment; or submission to or rejection of such conduct is used as the basis for employment decisions affecting that individual.



- Unwelcome verbal or physical conduct that is sufficiently severe or pervasive to have the purpose or effect of unreasonably interfering with work performance or creating a hostile, intimidating or offensive working environment.

Sexual Assault

Unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Prohibited Conduct

This policy prohibits conduct based on an individual's protected class status. Although by no means all-inclusive, the following examples represent prohibited behavior:

- Physical harassment, including but not limited to unwelcome physical contact such as touching, impeding or blocking movement, or any physical interference with work;
- Verbal harassment, including but not limited to disparaging or disrespectful comments, jokes, slurs, innuendoes, teasing, and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and derogatory insults;
- Nonverbal harassment, including but not limited to suggestive or insulting sounds, obscene gestures, leering or whistling;
- Visual harassment, including but not limited to displays of explicit or offensive calendars, circulation of derogatory content, posters, pictures, drawings or cartoons that reflect disparagingly upon a class of persons or a particular person; or
- Sexual harassment, as described above, including but not limited to unwelcome sexual advances, conversation containing sexual comments, requests for favors in exchange for conduct of a sexual nature, submission to unwelcome conduct of a sexual nature in exchange for a term of employment, or other conduct of a sexual nature.

Penalties

The Company will not tolerate discriminatory conduct, harassment, or sexual assault. Any individual found to have engaged in such conduct may face disciplinary action up to, and including, dismissal. The Company may also subject managers and supervisors who fail to report known harassment – or fail to take prompt, appropriate corrective action — to disciplinary action, including potential dismissal.

Retaliation Protections

The Company prohibits retaliation against any employee for filing a complaint regarding conduct in violation of this policy. The Company will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

Reporting Procedure

Any employee aware of or experiencing discrimination, harassment or sexual assault in the workplace should report that information immediately so that the Company can take appropriate action. Specifically,



an employee should make the report verbally or in writing to any representative of the Human Resources Department, which is responsible for investigating harassment complaints. An employee is not required to complain to anyone in the Human Resources Department if they are uncomfortable doing so for any reason, but may instead report to the employee's immediate supervisor or higher management, if the employee prefers. Employees may report to any of the persons listed above, regardless of any particular chain of command. All employees are encouraged to document any incidents involving discrimination, harassment, and sexual assault as soon as possible.

Every reported complaint of discrimination, harassment or sexual assault will be investigated thoroughly and promptly. Qualified personnel will conduct the investigation in a fair, timely, thorough, and impartial manner that will provide all parties with appropriate due process. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. The Company expects all employees to cooperate in the investigation. The investigation will be documented and tracked for reasonable progress. Reasonable conclusions will be reached based upon the evidence collected. Human Resources, or other company official responsible for the investigation, will notify the employee who lodged the harassment complaint of the results of the investigation. Appropriate options for remedial actions and resolutions will be provided. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

Nondisclosure or Nondisparagement Agreements

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Company and allows a company to not rehire that individual in the future.

The Company will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

Time Limitations

Nothing in this policy precludes any person from filing a formal grievance in accordance with the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically



that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence **no later than five years** after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.



Sick Leave

Employees in Oregon are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Use

Sick leave may also be used for leave to deal with the death of a family member within 60 days of the date on which the eligible employee receives notice of the death of a family member by:

- Attending the funeral or alternative to a funeral of the family member;
- Making arrangements necessitated by the death of the family member; or
- Grieving the death of the family member.

Paid sick leave may also be used when the employee's place of business is closed by order of a public official due to a public health emergency, or the employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.

Family Care, Medical And Military Family Leave: Paid Leave Oregon

Eligibility & Qualifying Uses

Pursuant to the State of Oregon's Paid Leave Oregon program, eligible employees in Oregon that have earned at least \$1,000 in the prior year may qualify for up to 12 weeks of paid family, medical or safe leave in a benefit year for any of these qualifying reasons:

- **Family Leave:**
 - To bond with a new child after birth, adoption, or foster placement; can be taken within the first 12 months after the birth, adoption, or placement. Additional leave (limited to two weeks) related to pregnancy issues for a birthing parent in addition to the 12 weeks provided for family, medical, and safe leave.
 - To care for a family member experiencing a serious health condition. Family members include: spouses and domestic partners, children, parents, siblings or stepsiblings, grandparents, grandchildren, and any individual related by blood or affinity, whose relationship is equivalent to family.
 - Effective January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.
- **Medical Leave:** for an employee's own serious health condition.
- **Safe Leave:** for survivors of sexual assault, domestic violence, harassment, or stalking to obtain legal or law enforcement assistance, seek medical treatment or recover from injuries, obtain counseling or support services, or relocate or take other steps to secure the health and safety of themselves or their dependent child.



For clarity, benefits are based on wages from all employment in Oregon, not just from the Company, including full-time, parttime, temporary, and seasonal work.

Duration of Leave

Employees are entitled to 12 weeks of paid leave per benefit year in any combination of family, medical, and safe leave. The benefit year begins the Sunday before the period of leave and lasts for 52 weeks. An employee may also qualify for an additional two weeks of paid leave if they have limitations related to pregnancy.

Employees can take paid leave in increments equal to one workday or one workweek. Employees can take leave all at once (consecutive) or in separate blocks of time (non-consecutive). Consecutive leave is taken in one block of time due to a single qualifying event (such as five weeks of leave for a knee surgery). Nonconsecutive leave is taken in separate blocks of time due to a single qualifying reason (such as one day every week for 12 weeks for chemotherapy).

Leave pursuant to Paid Leave Oregon will run concurrently with any leave to which the employee is entitled under the any other policy or applicable federal, state, and/or local law.

Pay During Leave

While on leave, Paid Leave Oregon pays employees a percentage of their wages. Benefit amounts depend on what an employee earned in the prior year.

Employees can apply for leave with Paid Leave Oregon online at paidleave.oregon.gov or request a paper application from the State of Oregon Employment Department.

Employees are not required to use any vacation or sick leave prior to accessing paid leave benefits.

Beginning July 1, 2024, an employee is entitled to use any accrued paid sick leave or accrued paid vacation in addition to receiving paid family and medical leave insurance benefits during a period of leave taken for family leave, medical leave or safe leave to the extent that the total combined amount of accrued paid leave and benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of family leave, medical leave or safe leave.

Health Care Benefits During Leave

The Company will maintain any health care benefits the employee had prior to taking such leave for the duration of the leave, as if the employee had continued in employment continuously during the period of leave. The employee must continue to make any regular contributions to the cost of the health insurance premiums.

Notice Requirements

The Company requires an employee to give timely notice to Human Resources when they will be taking leave, and to provide an explanation. Timely notice is defined as:



- 30-day notice: If employees take paid leave for a planned reason (such as an upcoming surgery or adopting a baby), they need to provide notice to the Company at least 30 days before taking leave.
- 24-hour emergency notice: In an emergency, employees must give notice to the Company within 24 hours and provide written notice within three days of starting leave.
 - Unexpected events may include, but are not limited to:
 - A. An unexpected serious health condition of the employee or a family member of the employee.
 - B. A premature birth, unexpected adoption, or unexpected foster placement by or with the employee.
 - C. Safe leave.

If an employee does not provide the correct notice to the Company, the State of Oregon may reduce the employee's first weekly benefit amount by up to 25%.

Job Protection

After returning to work after a period of family leave, medical leave or safe leave, an eligible employee is entitled to be restored to the position of employment held by the employee when the leave commenced, if that position still exists, without regard to whether the Company filled the position with a replacement worker during the period of leave. If the position held by the employee at the time leave commenced no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. If an equivalent position is not available at the job site of the employee's former position, the Company will offer the employee an equivalent position at a job site located within 50 miles of the job site of the employee's former position, if such a position is available. If equivalent positions are available at multiple job sites, the Company will first offer the employee the position at the job site that is nearest to the job site of the employee's former position.

Bone Marrow Donation Leave

Pursuant to Oregon state law, employees who work an average of 20 or more hours per week may use accrued paid leave (vacation or sick leave) in order to donate bone marrow. The length of the leave may not exceed the number of accrued leave hours or 40 hours, whichever is less, unless otherwise approved by the Company.

For information regarding these provisions or other rights or benefits under Oregon law, please contact Human Resources.



Pennsylvania Appendix

The following provisions apply to employees based in Pennsylvania (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Leave for Tissue Donation

Any eligible employee under the Family Care, Medical and Military Family Leave policy may also request leave under that policy when unable to work because of a serious health condition or when the eligible employee must care for the eligible employee's spouse, child or parent with a serious medical condition, for the preparation and recovery necessary for surgery related to organ or tissue donation by or for the eligible employee or the eligible employee's spouse, child or parent. The Company may require an eligible employee to submit written documentation regarding the preparation and recovery necessary for surgery.

For information regarding these provisions or other rights or benefits under Philadelphia or Pennsylvania law, please contact Human Resources.



Tennessee Appendix

The following provisions apply to employees based in Tennessee (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Jury Duty Leave

An employee will receive the employee's usual compensation, less the amount received for jury service, for as long as the employee is required to serve as a juror. For clarity, an employee's compensation under this policy is limited to the time actually spent serving and traveling to and from jury duty. This policy shall not apply to employees who are employed on a temporary basis of less than six months.

Voting Time Off

Employees may take paid leave to vote in an election for a period of three hours between the time of opening and the time of closing the polls. The Company may specify the three-hour period while polls are open for the employee to take such leave from work. This policy does not apply to employees whose shifts do not begin for three or more hours after the polls open or whose shifts end three or more hours before polls close.

For information regarding these provisions or other rights or benefits under Tennessee law, please contact Human Resources.



Texas Appendix

The following provisions apply to employees based in Texas (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Witness Leave

Employees may take unpaid leave to appear as witnesses in court proceedings or to attend juvenile court proceedings when required as a parent or guardian.

For information regarding these provisions or other rights or benefits under Texas law, please contact Human Resources.



Utah Appendix

The following provisions apply to employees based in Utah (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Appearance of Minor Child in Court

The Company will provide time off to an employee where the employee is the parent, guardian, or other person with legal custody of a minor and the minor is required to appear in court. The Company requires the employee provide notice of the need for leave at least seven days in advance or within 24 hours of the employee receiving notice of the hearing. Employees may elect to substitute accrued vacation during leave under this section; otherwise, leave is unpaid.

For information regarding these provisions or other rights or benefits under Utah law, please contact Human Resources.



Virginia Appendix

The following provisions apply to employees based in Virginia (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Reasonable Accommodations for Disability

In accordance with Virginia state law, the Company hereby provides notice that employers must provide reasonable accommodations for otherwise qualified persons with disabilities if necessary to assist such person in performing a particular job, unless the accommodation would impose an undue hardship on the employer. "Person with a disability" means any person who has a physical or mental impairment that substantially limits one or more of their major life activities or who has a record of such impairment.

Employers also may not, in response to a request for a reasonable accommodation for disability:

- take adverse actions against an employee;
- deny employment or promotions; or
- require an employee to take leave if another reasonable accommodation can be provided.

Reasonable Accommodations

Examples of reasonable accommodations include modifying work policies, permitting the use of leave, reassignment to a vacant position, acquisition or modification of equipment, assistance with manual labor, job restructuring, a modified work schedule, and light duty assignments.

Interactive Process

When an employee requests an accommodation, employers must engage in a timely, good faith interactive process with the employee to determine if the requested accommodation is reasonable and, if not, discuss alternative reasonable accommodations that may be provided. Complaints

Complaints

Any person who believes they were discriminated against on this basis is strongly encouraged to report this to Human Resources and/or any member of Company management. The Company will promptly investigate any such concerns, and take appropriate corrective actions. An employee may also file a complaint with the Virginia Office of Civil Rights.

OFFICE OF THE ATTORNEY GENERAL
Office of Civil Rights
202 North 9th Street Richmond, Virginia 23219
www.ag.virginia.gov civilrights@oag.state.va.us
P: (804) 225-2292; F: (804) 225-3294.

Reasonable Accommodations for Pregnancy

In accordance with Virginia state law, the Company hereby provides notice that employers must provide reasonable accommodations for pregnancy, childbirth or related medical conditions, including lactation, unless the accommodation would impose an undue hardship. Employers also may not, in response to a request for a reasonable accommodation for pregnancy:

- take adverse actions against an employee;



- deny employment or promotions; or
- require an employee to take leave if another reasonable accommodation can be provided.

Reasonable Accommodations

Examples of reasonable accommodations include more frequent or longer bathroom breaks, breaks to express breast milk, access to a private location other than a bathroom for the expression of breast milk, acquisition or modification of equipment or access to or modification of employee seating, a temporary transfer to a less strenuous or hazardous position, assistance with manual labor, job restructuring, a modified work schedule, light duty assignments, and leave to recover from childbirth.

Interactive Process

When an employee requests an accommodation, employers must engage in a timely, good faith interactive process with the employee to determine if the requested accommodation is reasonable and, if not, discuss alternative reasonable accommodations that may be provided.

Complaints

Any person who believes they were discriminated against on this basis is strongly encouraged to report this to Human Resources and/or any member of Company management. The Company will promptly investigate any such concerns, and take appropriate corrective actions. An employee may also file a complaint with the Division of Human Rights or seek relief by filing a civil action in state court.

OFFICE OF THE ATTORNEY GENERAL
Division of Human Rights
202 North 9th Street Richmond, Virginia 23219
www.ag.virginia.gov human_rights@oag.state.va.us
P: (804) 225-2292; F: (804) 225-3294

Organ Donation Leave

In order to be eligible for organ donation leave under this policy, an employee must have been employed by the Company for at least: (i) a 12-month period and (ii) 1,250 hours during the previous 12 months.

The Company provides eligible employees with: (i) up to 60 business days of unpaid organ donation leave in any 12-month period to serve as an organ donor; and, (ii) up to 30 business days of unpaid organ donation leave in any 12-month period to serve as a bone marrow donor. "Organ donation leave" means leave of an eligible employee for the purpose of donating one or more of such employee's human organs, including bone marrow, to be medically transplanted into the body of another individual.

To receive organ donation leave, the eligible employee shall provide written physician verification to the Company that: (i) the eligible employee is an organ donor or a bone marrow donor; and, (ii) there is a medical necessity for the donation of the organ or bone marrow.

During any period that an eligible employee takes organ donation leave, the Company will maintain any coverage of a health benefit plan for the duration of the organ donation leave and in the same manner that coverage would have been provided if the eligible employee had continued in employment continuously for the duration of the organ donation leave. If an eligible employee works on a commission basis, the Company will pay to the eligible employee during any period of organ donation leave any



commission that becomes due because of work the eligible employee performed before taking organ donation leave.

Any period of time during which an eligible employee takes organ donation leave will not be considered a break in the eligible employee's continuous service for the purpose of the eligible employee's right to salary adjustments, sick leave, vacation, annual leave, seniority, or other employee benefits.

Leave for Unlawful Detainer Proceedings

The Company provides unpaid leave for an employee to appear for a court hearing pursuant to a summons in an unlawful detainer proceeding, provided that the employee has provided the Company with reasonable advance notice. Employees are not required to use any vacation or sick time for this leave.

For information regarding these provisions or other rights or benefits under Virginia law, please contact Human Resources.



Washington D.C. Appendix

The following provisions apply to employees based in Washington D.C. (and supersede the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

Employees in Washington D.C. are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Accrual of Sick Leave

A maximum of 7 days of paid sick leave (e.g., 56 hours for an exempt full-time employee) accrues per calendar year, and unused accrued time carries over to the next calendar year. For clarity, the main sick leave policy's maximum total accrual cap of 80 hours does not apply in Washington D.C.

Use

Subject to a minimum of 1 hour increment of sick leave usage, sick leave can be used in the smallest increment of time that the Company's payroll system uses to account for absences.

The definition of "family member" also includes: spouses of children, step-children, foster children, and grandchildren; spouses of siblings; and a person with whom the employee shares or has shared, not less than for the preceding 12 months a mutual residence and with whom the employee maintains a committed relationship.

District of Columbia Family and Medical Leave Act ("DCFMLA")

To be eligible for leave under the District of Columbia Family and Medical Leave Act ("DCFMLA"), an employee must be employed by the Company for at least 12 consecutive or non-consecutive months within the immediately preceding 7 years from the date when leave is to commence, and worked for at least 1,000 hours during such 12 months.

Eligible employees may take up to sixteen (16) workweeks of medical leave and an additional sixteen (16) workweeks of leave for family purposes during a twenty-four (24) month period. The 24-month period in which an eligible employee may take DCFMLA leave is calculated on a "rolling" basis measured backward from the date the employee first uses such leave.

A "family member" includes any person related by blood, legal custody, or marriage; a foster child; a child who lives with the employee who permanently assumes parental responsibility; or a person who has a committed relationship with the employee and lives with, or within the last year has lived with, the employee.

For leave that qualifies under both DCFMLA and federal FMLA, the leave shall count against an employee's entitlement for both laws and shall be counted or applied concurrently under both laws.



Leave For Educational/Child Care Purposes

In addition to parents, aunts, uncles, or grandparents (and spouses or domestic partners of each of the foregoing) are eligible to take this form of leave.

For information regarding these provisions or other rights or benefits under Washington D.C. law, please contact Human Resources.



Washington State Appendix

The following provisions apply to employees based in the State of Washington (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Sick Leave

Employees in Seattle Washington are eligible to receive and use sick leave in accordance with the Company's Sick Leave Policy, with the following changes:

Accrual Carryover Cap

Up to 60 hours of unused accrued sick leave carries over to the next calendar year. For clarity, the main sick leave policy's maximum total accrual cap of 80 hours does not apply in Washington State.

Use

Sick leave may be used in increments consistent with the Company's payroll system, not to exceed one hour).

Sick leave also may be used by the employee:

- To care for themselves, a family member, or a household member for reasons related to domestic violence, sexual assault, or stalking.
- When their family member's school or place of care has been closed.
- When their place of business has been closed for any health or safety reason.
- When the employee's place of business with the Company has reduced operations or closed for any health or safety-related reason.

Reinstatement

If an employee separates from employment with the Company (whether voluntarily or involuntarily), and is re-hired by the Company within 12 months, any previously accrued and unused sick leave will be reinstated and be made available for immediate use.

Family Care, Medical And Military Family Leave

Washington State Paid Family and Medical Leave ("WSPFML") is a mandatory statewide insurance program that provides eligible employees with paid time off to give or receive care.

Eligible employees are allowed to take up to 12 weeks, as needed, if the employee:

- Welcomes a child into the employee's family (through birth, adoption, or foster placement).
- Needs leave due to the death of a family member for whom the employee would have qualified for medical leave for the birth of their child, or would have qualified for family leave for new child bonding purposes. (This category of leave is limited to seven calendar days following the death.)



- Experiences a serious illness or injury.
- Needs to care for a seriously ill or injured family member.
- Needs time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

"Family member" means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

If an employee faces multiple events in a year, the employee may be eligible to receive up to 16 weeks, and up to 18 weeks if the employee experiences a serious health condition during pregnancy that results in incapacity.

The program is funded by premiums paid by both employees and employers. It is administered by the Employment Security Department (ESD).

To the extent WSPFML leave also qualifies as FMLA leave (and/or leave under any other leave laws), to the extent permitted by law, such leave shall run concurrently under WSPFML, FMLA, and any other applicable leave laws.

Taking Leave

Under WSPFL, employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work.

While on leave, eligible employees are entitled to partial wage replacement. That means employees will receive a portion of average weekly pay.

Please go to paidleave.wa.gov for more information on applying for benefits.

Employee Protections

Employees who return from leave under this WSPFML will be restored to the same or an equivalent job if they have worked for the Company for at least 12 months, and have worked 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average).

Employees can keep health insurance while on leave. If an employee contributes to the cost of health insurance, the employee must continue to pay their portion of the premium cost while on leave.

Employees will not be discriminated or retaliated against for requesting or taking Paid Family and Medical Leave.



Leave Related To Domestic Violence, Sexual Assault, or Stalking

In addition to the leave entitlement set forth in the Employee Handbook, a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship to a victim of domestic violence, sexual assault, or stalking may also take reasonable leave to help the victim obtain needed treatment or services.

Military Spouse Leave

Employees in Washington who work at least an average of 20 hours per week and whose spouse or registered domestic partner is a member of the United States Armed Forces, National Guard, or Reserves on active duty are eligible to receive up to fifteen (15) days off from work, on an unpaid basis, during a period when their spouse or domestic partner is on leave from deployment during a period of military conflict, or who has been notified of an impending call or order to active duty, to the extent permitted by applicable law. Employees must provide notice of the unpaid leave to the Company within five (5) business days of receiving official notice that the qualifying military member will be on leave from deployment or has received notice of an impending call to duty. When Military Spouse leave is provided, it shall also count toward the employee's FMLA entitlement where legally permissible.

For information regarding these provisions or other rights or benefits under Seattle or Washington State law, please contact Human Resources.



Wisconsin Appendix

The following provisions apply to employees based in Wisconsin (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Wisconsin Family and Medical Leave Act

Pursuant to the Wisconsin Family and Medical Leave Act, eligible employees may take unpaid leave because of the employee's serious health condition, the serious health condition of a parent, child or spouse, or for the birth or adoption of a child. In order to be eligible, the employee must have worked for the Company for at least 52 consecutive weeks and for at least 1,000 hours in the preceding 52 week period.

Eligible employees may take up to 2 weeks of leave for their own serious health condition in a calendar year, up to 2 weeks for the serious health condition of a parent, child or spouse, and up to 6 weeks for the birth or adoption of a child. This leave may be taken as needed in blocks or intermittently as needed by the employee.

The employee must make requests for planned leave in advance in a reasonable and practicable manner whenever possible. The Company may require an employee to provide medical certification of the need for leave.

Employees may, at their option, use any accrued vacation or sick time during such leave.

To the extent Wisconsin FMLA leave is also covered by federal FMLA, such leave will run simultaneously with federal FMLA leave.

Voting Time Off

If an employee requests time off to vote in a political election before election day, the employee may take time off to vote for up to 3 consecutive hours while polls are open. The Company may determine the time for the absence.

Organ & Bone Marrow Donor Leave

An employee may take unpaid leave for the purpose of serving as a bone marrow or organ donor if the employee provides the Company with written verification that the employee is to serve as a bone marrow or organ donor. No more than six weeks of leave in a twelve-month period may be taken under this policy, and leave may be taken under this policy only for the period necessary for the employee to undergo the bone marrow or organ donation procedure and to recover from the procedure. The employee may use any accrued vacation time or sick time during such leave.

An employee must: (a) make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations, subject to the approval of the health care provider of the bone marrow or organ donee; and, (b) give the Company advance notice of the bone marrow or organ donation in a reasonable and practicable manner.

The Company may require the employee to provide certification in support of such leave request issued by the health care provider of the bone marrow or organ donee or of the employee.



For information regarding these provisions or other rights or benefits under Wisconsin law, please contact Human Resources.



West Virginia Appendix

The following provisions apply to employees based in West Virginia (and supplement, and to the extent inconsistent, supersede, the policy language regarding the same or similar topics in the Employee Handbook):

Voting Time Off

The Company will allow leave of not more than 3 hours, if necessary, between the opening and the closing of polls for employees to vote. Employees must make a written request at least 3 days ahead. The leave is to be with pay, except that an employee may be subject to wage or salary deductions for the time actually absent from work for voting in the election if the employee: (1) has 3 or more hours of his own time away from work at any time between the hours of opening and closing of the polls on election day, and (2) fails or neglects to vote or elects not to vote during such time away from work or employment.

For information regarding these provisions or other rights or benefits under West Virginia law, please contact Human Resources.



Exhibit 1

Pulmonx Corporation New York (State) Complaint Form For Reporting Sexual Harassment

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to Human Resources, a supervisor, or another member of management. No employee will be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

**For additional resources, visit:
ny.gov/programs/combating-sexual-harassment-workplace**

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: ☐Email ☐Phone ☐In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:



Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Supervisee ☐ Co-Worker ☐ Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them. .

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐ Yes ☐ No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____

Date: _____



EMPLOYEE ACKNOWLEDGMENT

PLEASE SIGN AND RETURN TO HUMAN RESOURCES

I acknowledge that I have received a copy of the Company's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the Company.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that, except for the Company's at-will employment policy, the Company may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the Company cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Company's guidelines or procedures, I should consult Human Resources.

I also acknowledge that my employment with the Company is at will and not guaranteed for a specified length of time and can be terminated at any time, for any reason or for no reason, with or without cause or notice, by me or by the Company. I acknowledge that no statements or representations regarding my employment can alter this policy.

I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT.

Date: _____

Signature: _____

Printed Name: _____