

ENCHANTED FAIRIES™

MAGICAL FINE ART PORTRAITURE

Team First | Magic Never Stops | Embrace Change

Team Member Handbook 2024 EDITION

ACKNOWLEDGEMENT AND DISCLAIMER

THIS HANDBOOK IS DESIGNED TO PROVIDE YOU WITH INFORMATION REGARDING VARIOUS ENCHANTED FAIRIES "COMPANY" POLICIES, COMPANY'S, AND PROCEDURES WHICH APPLY TO YOU AS A TEAM MEMBER OF THE COMPANY. BECAUSE YOUR RELATIONSHIP WITH ENCHANTED FAIRIES IS "AT WILL," EITHER PARTY MAY TERMINATE THE RELATIONSHIP AT ANY TIME AND FOR ANY OR NO REASON. ENCHANTED FAIRIES RESERVES THE RIGHT TO MODIFY, ALTER, OR ELIMINATE ANY AND ALL OF THE POLICIES AND PROCEDURES SET FORTH HEREIN AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT NOTICE. NEITHER THIS HANDBOOK NOR ITS CONTENTS CONSTITUTE IN WHOLE OR IN PART, AN EXPRESSED OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN YOU AND ENCHANTED FAIRIES.

THE STATEMENTS IN THIS HANDBOOK REGARDING ENCHANTED FAIRIES' POLICIES, BENEFITS, AND EMPLOYMENT COMPANY'S ARE NECESSARILY IN CONDENSED FORM. WHILE THIS HANDBOOK IS NOT INTENDED TO STATE ALL CONDITIONS OF EMPLOYMENT OR ALL THE PRINCIPLES THAT HELP TO GUIDE YOU IN THE PERFORMANCE OF YOUR DUTIES, IT AND ANY SUPPLEMENTARY POLICIES AND BENEFIT PLAN DOCUMENTS RELATED TO YOUR EMPLOYMENT WILL PROVIDE GUIDANCE REGARDING YOUR EMPLOYMENT WITH ENCHANTED FAIRIES.

THE INFORMATION AND GUIDELINES CONTAINED IN THIS TEAM MEMBER HANDBOOK SUPERCEDE ANY PRIOR VERSIONS OF THE HANDBOOK OR ANY OTHER TEAM MEMBER HANDBOOK WHICH MAY HAVE BEEN USED AT THE LOCATION OR BY THE COMPANY. ANY PRIOR HANDBOOKS ARE HEREBY REVOKED.

NO ORAL STATEMENT ON THE PART OF A SUPERVISOR, MANAGER, OR OTHER TEAM MEMBER OF ENCHANTED FAIRIES CONCERNING YOUR CONDITIONS OF EMPLOYMENT SUPERSEDES THE WRITTEN POLICIES WHICH ARE THE BASIS OF THIS HANDBOOK, UNLESS APPROVED IN WRITING BY THE CEO OR COO OF ENCHANTED FAIRIES.

I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, AND UNDERSTAND THE ENCHANTED FAIRIES TEAM MEMBER HANDBOOK AND ITS CONTENTS, I HAVE HAD AN OPPORTUNITY TO ASK ANY QUESTIONS I MAY HAVE ABOUT IT, AND I AGREE TO ABIDE BY THE REQUIREMENTS THEREIN. I UNDERSTAND THAT FAILURE TO ABIDE BY THESE PROVISIONS MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING THE TERMINATION OF MY EMPLOYMENT RELATIONSHIP.

On behalf of your colleagues, I welcome you to Enchanted Fairies! We are excited that you have made the decision to be part of a magical team who is committed to the goal of enriching the lives of children with our magical experiences and making a massive impact through giving! We are here to help you succeed and look forward to much success.

This is a very exciting time as we grow and continue to support our studio partners who provide magical experiences every day. Photography is an increasingly dynamic industry, which makes each of our roles more exciting as well as more challenging. We are confident that together, we can meet any challenges we face.

You will find that team members and studio partners who have chosen to be part of the Company are all passionate about excellence, are dedicated servant leaders and are committed to providing the very best service possible - to one another and to our customers.

We trust that you will embrace our values and contribute to our goal - providing service excellence, each and every day, both to our internal and external customers.

Welcome!

A handwritten signature in black ink, appearing to read 'Aileen Avikova-Rensink', with a stylized flourish at the end.

Aileen Avikova-Rensink, CEO

Table of Contents

Section 1 - INTRODUCTION	7
1-1. INTRODUCTION TO HANDBOOK	7
1-2. EMPLOYMENT AT WILL	7
1-3. EQUAL EMPLOYMENT OPPORTUNITY	8
1-4. DISABILITIES	8
1-5. RELIGIOUS ACCOMMODATION	8
1-6. POLICY PROHIBITING HARASSMENT AND RETALIATION	9
Section 2 - GENERAL WORKPLACE GUIDELINES	10
2-1. PRESENCE ON COMPANY PROPERTY	10
2-2. PARKING	11
2-3. PERSONAL ITEMS	11
2-4. PERSONAL TELEPHONE CALLS	11
2-5. USE OF PERSONAL ELECTRONIC DEVICES	11
2-6. OPERATION OF VEHICLES	12
2-7. USE OF ELECTRONIC DEVICES WHILE DRIVING	12
2-8. SOLICITATION/DISTRIBUTION	13
2-9. VISITORS	13
2-10. EMPLOYMENT OF RELATIVES AND OTHER CLOSE WORKPLACE RELATIONSHIPS	13
2-11. FIREARMS/WEAPONS	14
2-12. DRUGS/ALCOHOL IN THE WORKPLACE	17
2-13. TRANSFERS	17
2-14. PROMOTIONS	17
2-15. RESIGNATIONS	17
Section 3 - CONDUCT RULES	18
3-1. CONFIDENTIALITY OF COMPANY INFORMATION	18
3-2. CONFLICTS OF INTEREST	18
3-3. MOONLIGHTING	19
3-4. SHORTAGE OF FUNDS	19
3-5. CONDUCT STANDARDS	19
Section 4 - WORKPLACE PROCEDURES	21
4-1. EMPLOYMENT RECORDS/CHANGE OF STATUS	21
4-2. SOCIAL SECURITY NUMBER PRIVACY	21
4-3. TEAM MEMBER CLASSIFICATIONS	22
4-4. MANAGER AND SUPERVISOR DEFINITIONS	22
4-5. REPORTING RELATIONSHIPS/ORGANIZATIONAL STRUCTURES	22
4-6. SCHEDULING	22
4-7. TIME CLOCK PROCEDURES	23
4-8. REST AND MEAL BREAKS	24
4-9. SMOKE BREAKS	24
4-10. "OFF-THE-CLOCK" WORK	24
4-11. LACTATION BREAKS	24
Section 5 - SAFETY	25
5-1. EMERGENCY PROCEDURES	25
5-2. WORKPLACE VIOLENCE	25
Section 6 - PAY PROCEDURES	25
6.1 COMPENSATION PHILOSOPHY	25

6-2. WAGE INCREASES.....	25
6-3. BONUS/INCENTIVE & RECOGNITION PROGRAMS	26
6-4. REFERRAL PROGRAM.....	26
6.5 PAY TRANSPARANCY NONDISCRIMINATION	27
6.6 PAY PERIOD AND WORK WEEK	27
6-7. OVERTIME PAY.....	27
6-8. FLEXIBLE/REDUCED STAFFING.....	27
6.9 SUPPLEMENTING HOURS	27
6.10 PAY METHODS.....	28
6.11 PAYCHECK DEDUCTIONS.....	28
6.12 PRIZES, GIFTS, AND REPORTING.....	28
6.13 WAGE ADVANCES AND CHECK CASHING	28
6-14. FINAL PAY.....	28
Section 7 - ATTENDANCE	28
7-1. CALL OUT PROCEDURES	28
7-2. EXCUSED ABSENCES.....	29
7-3. UNEXCUSED ABSENCES AND TARDIES	29
7-4. NO-CALL/NO-SHOW	29
7-5. EXTENDED ILLNESS	29
SECTION 8 - COMMUNICATION	29
8-1. USE OF BULLETIN BOARDS	30
8-2. OPEN DOOR POLICY	30
8-3. PERFORMANCE REVIEWS	31
8-4. COACHING, COUNSELING, AND DISCIPLINE.....	31
SECTION 9 - TECHNOLOGY	32
9-1. COMPUTER USE POLICY	32
9-2. SOCIAL MEDIA POLICY.....	33
9-3. SUBSTANCE & DRUG-FREE WORKPLACE.....	35
SECTION 10 - BENEFITS	38
10-1. INSURANCE PROGRAMS.....	38
10-2. 401(k) RETIREMENT SAVINGS PLAN	39
10-3. BRIDGE OF PRIOR SERVICE	39
10-4. WORKER'S COMPENSATION.....	39
SECTION 11 - PAID TIME OFF (PTO) AND PAID SICK LEAVE (PSL)	40
11-1. ELIGIBILITY.....	40
11-2. PTO ACCRUAL	40
11-3. USE OF PTO	41
11-4. NOTIFICATION RELATED TO USE OF PTO AS LEGALLY-MANDATED PSL	42
11-5. SCHEDULING AND APPROVAL OF PTO FOR VACATION OR PERSONAL TIME	42
11-6. DOCUMENTATION RELATED TO USE OF PTO AS LEGALLY-MANDATED PSL	42
11-7. PTO AND OVERTIME.....	42
11-8. CARRYOVER OF UNUSED PTO.....	42
11-9. ACCRUED, UNUSED PTO UPON TERMINATION OR RESIGNATION.....	43
11-10. COMPENSATION FOR PTO	43
11-11. INFORMATION REGARDING PTO BALANCE	43
11-12. CONCURRENCE WITH FMLA AND OTHER LEAVES	43
11-13. STATE AND LOCAL PSL COMPLIANCE.....	44
11-14. OFFICE CLOSINGS.....	46

11-15. PTO APPROVAL DURING PEAK REQUEST TIMES	46
SECTION 12 - HOLIDAY PAY AND INCLEMENT WEATHER.....	46
12-1. HOLIDAY PAY.....	46
12-2. INCLEMENT WEATHER.....	47
SECTION 13 - LEAVES OF ABSENCE.....	47
13-1. FAMILY AND MEDICAL LEAVE ACT (FMLA).....	47
13-2. PERSONAL LEAVE.....	48
13-3. PARENTAL LEAVE.....	48
13-4. MILITARY LEAVE	49
13-5. BEREAVEMENT LEAVE	49
13-6. JURY OR WITNESS DUTY.....	50
13-7. OUTSIDE ACTIVITY DURING DISABILITY.....	50
13-8. OTHER LEAVES OF ABSENCE.....	50
13-9. LEAVE RULES.....	51
SECTION 14 - IN CONCLUSION.....	52
14-1. A FEW CLOSING WORDS.....	52
SECTION 15 - ADDENDUMS.....	52
CALIFORNIA (SAN FRANCISCO) ADDENDUM - For San Francisco Employees Only	53
COLORADO ADDENDUM - For Colorado Employees Only	53
ILLINOIS ADDENDUM - For Illinois Employees Only	62
NEW JERSEY ADDENDUM - For New Jersey Employees Only.....	67
TENNESSEE ADDENDUM - For Tennessee Employees Only.....	74

Section 1 – INTRODUCTION

For those of you who are commencing employment with Enchanted Fairies “Company”, on behalf of the Company, we extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those who have been with us, thank you for your past and continued service.

We extend to you our personal best wishes for your success and happiness with the Company. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

1 -1. INTRODUCTION TO HANDBOOK

This handbook is designed to provide you with information regarding various Company policies and procedures that may apply to you. Enchanted Fairies and its team members acknowledge that the Company reserves the right to modify, alter, or eliminate any policies and procedures set forth herein at any time. Neither this handbook nor its contents constitute, in whole or in part, either an express or implied contract of employment between the Company and any team member, and they should not be construed or interpreted as such by anyone.

The statements contained in this handbook regarding the Company’s policies, benefits, and employment are necessarily in a condensed format. This handbook is not intended to list all conditions of employment and/or all principles that help guide the Company’s team members in the performance of their duties. Rather, it has been designed to prepare you with general information regarding certain policies and benefits which are currently in effect. It is your responsibility to familiarize yourself regularly with these guidelines, as well as other publications and bulletins required by management.

The information and guidelines contained in this handbook supersede any prior versions or any other handbooks or manuals that may have been used by the Company. All previously issued team member handbooks are hereby revoked. The company will periodically revise policies in this handbook, and it is your responsibility to stay informed of all changes to the handbook. At times and in some cases, the application of these policies may be affected by present or future government regulations and/or state or local laws. The Company will comply with all applicable state and local laws.

1-2. EMPLOYMENT AT WILL

While the Company promotes the policies provided within this handbook, the information provided here is not intended to create a contract between any or all of its team members. While you work at the Company you are considered an “at will” team member. This means the Company employs you as long as either you or the Company desires it. In other words, either party may end the employment relationship at any time for any reason. Moreover, we reserve the right to change, delete, or add to the policies in this handbook at any time without prior notice. We also reserve the right to handle any employment matter on a case-by-case basis. No team member or manager has the authority to change your at-will employment status. Your at-will team member status may only be changed by written

agreement signed by the CEO and/or COO of the Company.

1-3. EQUAL EMPLOYMENT OPPORTUNITY

The Company is an Equal Opportunity Employer that does not discriminate on the basis of race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability, sex, marital status, veteran status, sexual orientation, genetic information, gender identity, gender expression, protected cultural hairstyles, or any other characteristic protected by applicable federal, state or local laws. Management is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, team member activities, and general treatment during employment.

Any team member with questions or concerns about equal employment opportunities in the workplace is encouraged to bring these issues to the attention of their Supervisor. Note: If your Supervisor is the person toward whom the concern is directed, you should contact any higher-level Manager in your reporting chain. Team members may also contact the Human Resources Department if they are uncomfortable for any reason using the above procedure. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All team members must cooperate with all investigations.

1-4. DISABILITIES

Our Company policy is to comply with all federal and state laws concerning the employment of persons with disabilities. Furthermore, it is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment. Therefore, any applicant with a disability who is requesting an accommodation at the direction of his or her medical provider (if applicable), and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, will be given the same consideration for employment as any other applicant.

In addition, the Company will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of a job unless doing so creates an undue hardship to the Company or causes a direct threat to the safety of these individuals or others in the workplace. Contact your manager or Human Resources with any questions or requests for accommodation.

A team member who poses a direct threat to the health and/or safety of the team member's self or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made with regard to the team member's immediate employment situation.

1-5. RELIGIOUS ACCOMMODATION

The Company complies with Title VII of the Civil Rights Act of 1964 and prohibits discrimination based on team members' religious beliefs. The Company will consider reasonable accommodations for team members that need any accommodation based on a

sincerely held religious belief. Any team member who has a request for a religious accommodation should contact the Human Resources Department. The Company will consider reasonable accommodations for sincerely held religious beliefs that do not create an undue hardship on the business.

1-6. POLICY PROHIBITING HARASSMENT AND RETALIATION

Enchanted Fairies is committed to providing a work environment where everyone is treated with courtesy, respect, and dignity. Accordingly, the Company does not tolerate any form of discrimination, harassment, retaliation, joking remarks, or other abusive conduct by or against team members, contractors, clients, guests, candidates, vendors, third parties, or any other individuals who conduct business with the Company because of their race, creed, color, religion, sex, age, sexual orientation, gender (including gender identity and gender expression), pregnancy (including childbirth or related medical conditions, and breastfeeding), marital status, registered domestic partner status, ancestry, national origin, citizen status, uniformed services, veteran status, genetic information, disability, or any other status protected by law, or because an individual complained of harassment or discrimination.

For purposes of this policy, unlawful harassment is defined as oral, written, or physical conduct that denigrates or shows hostility or aversion toward an individual based upon a person's race, creed, color, religion, sex, age, sexual orientation, gender (including gender identity and gender expression), pregnancy (including childbirth or related medical conditions, and breastfeeding), marital status, registered domestic partner status, ancestry, national origin, citizenship status, uniformed services, veteran status, genetic information, disability, or any other status protected by law that:

- purposely or effectively creates an intimidating, hostile, or offensive work environment or unreasonably interferes with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities or work experience.

Prohibited conduct may include, but is not limited to:

- Unwelcome requests or demands for sexual favors. This includes subtle or blatant expectations to engage in sexual relations and/or pressures for dates.
- Jokes, pranks, or other humor that is demeaning or hostile with regard to race, creed, color, sex, sexual orientations, gender identity, religion, national origin, age (40+), genetic information, marital status, citizenship status, veteran status, uniformed services, ancestry, or disability.
- Insults, name-calling, slurs, jokes, or other remarks which are sexual or offensive in nature or demeaning to an individual's protected characteristics.
- Unwelcome verbal or non-verbal conduct or visual displays of sexual, offensive, or discriminating matter such as posters, calendars, photographs, cartoons, graffiti, or other offensive graphic displays.
- Using Company computers or systems to access, transmit, store, display, or request obscene, pornographic, profane, racist, sexist, or other offensive material (including messages, images, video, or sound) is strictly prohibited. Company reserves the right to monitor any and all usage of company issued computers and systems, and team members should have no reasonable expectation of privacy in any personal or other information contained on or transmitted through company-issued computers and systems.

- Physical, verbal, or psychological abuse based on an individual's protected characteristics such as stereotyping, name-calling, assaulting, bullying, sabotaging, segregating, or threatening any individual in the workplace.
- Unwelcome or unwanted sexual advances, such as patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar contact.
- Threatening or suggesting that continued employment, advancement, assignment, or earnings depend on whether the person will submit to or tolerate harassment.
- Creating a work environment which is threatening, intimidating, hostile, abusive, or offensive, including by the display or circulation of offensive written materials, unwelcome conversations, suggestions, requests, demands, or physical contacts based on a protected characteristic.
- Retaliation against a team member who complains of harassment or otherwise acts to protect his or her legal rights.
- Any social media post that violates this harassment and retaliation policy.

Retaliation, which can include harassing behavior, is an adverse action one takes against another person because that person complained of unlawful discrimination or harassment, or otherwise engages in legally protected activity.

Conduct prohibited by this policy is unacceptable whether in the workplace or in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Procedures for Reporting Harassment or Retaliation: If you feel you have been subjected to such prohibited conduct, whether involving fellow team members, supervisors, customers, or other third parties, you must report it to your manager, regional leader, or the Human Resources department as soon as possible after the occurrence. Furthermore, all supervisors and managers must immediately report all reported or observed instances of prohibited conduct to the same company representatives. A representative will promptly investigate the complaint and may request a written and signed record of the complaint. All information regarding the investigation will be held confidential to the extent possible without impeding the investigative process. Any team member who has committed an act of harassment or retaliation based upon the results of the investigation will be subject to disciplinary action up to and including termination. Similarly, any team member who engages in conduct who violates this policy or whose conduct would violate the policy, if allowed to continue, is subject to disciplinary action, up to and including termination. Any team member who retaliates against a team member who reports an incident of harassment will also be subject to appropriate disciplinary action. It is not reasonable for any team member to fail to report harassment or retaliation because of fear of reprisal. You must report harassment or retaliation if you experience it or observe it.

Questions regarding this policy should be directed to the Human Resources department.

Section 2 - GENERAL WORKPLACE GUIDELINES

2-1. PRESENCE ON PROPERTY

Unless reporting for work, you should not be inside company premises more than fifteen

(15) minutes before the start of your shift. Similarly, you are expected to leave the inside of the facility where you work no more than fifteen (15) minutes after the conclusion of your shift, unless you need to discuss employment matters with your manager or have management approval.

Leaving before the end of your scheduled shift without your manager's approval is not acceptable and may result in immediate termination of employment.

2-2. PARKING

Parking is provided in designated areas. Your supervisor will notify you regarding where to park. Using other parking spaces or spaces allocated for customers is a direct violation of Company policy and will result in disciplinary action. The Company cannot be held responsible for theft or damage to vehicles or theft of contents while parked at the company facility where you work.

2-3. PERSONAL ITEMS

You should not bring any valuable items to company facilities, as the Company cannot be held responsible for lost or stolen personal items. There is no expectation of privacy with regard to items brought or stored in the workplace; therefore, all personal belongings (i.e. purses, duffel bags, etc.) may be subject to a random security check.

2-4. PERSONAL TELEPHONE CALLS

The Company understands everyone needs to make a personal phone call every once in a while. Personal calls may be made before and after working hours and during breaks. Company phones are for official Company business. Long distance calls may not be charged to the company under any circumstances.

2-5. USE OF PERSONAL ELECTRONIC DEVICES

Company-provided portable communication devices ("PCD"), including cell phones, iPads, tablets, and laptops are considered property of the Company and should be used primarily for business purposes. Employees have no reasonable expectation of privacy with regard to the use of such devices, and all use is subject to monitoring to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Team Members should be cautious when using any electronic devices so that confidential/proprietary information is not inadvertently released.

Executives, Directors, Managers, and others if approved by an Executive may be authorized to use their own personal portable communication devices ("PPCD") for business purposes. Due to the nature and responsibilities of the Company, these employees should work with the IT Department to configure their PPCD to acquire the proper privacy settings for business use. Communications sent via a PPCD through the Company's networks are subject to monitoring to the maximum extent permitted by applicable law. The PPCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a PCD/PPCD for business purposes employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination,

conduct, confidentiality, equipment use, and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times, and personal text messages during working hours must be limited to emergency situations.

If an employee who uses a PPCD for business resigns, the employee will be required to submit the device to the IT Department for resetting on or before his or her last day of work. At that time, the IT Department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails, and photographs). The IT Department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

The Company may also remote wipe a device at the direction of Human Resources and/or upon termination of employment.

Please note that whether employees use their PPCD or PCD, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

2-6. OPERATION OF VEHICLES

All team members authorized to drive personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to Management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Company property. It is the responsibility of every team member to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by Management.

2-7. USE OF ELECTRONIC DEVICES WHILE DRIVING

From time to time, you may be authorized and required to operate a licensed motor vehicle in order to perform your work duties. In these situations, you must adhere to all federal, state, or local rules

and regulations regarding use of electronic devices while driving. Accordingly, you must not use cell phones or other handheld devices if such conduct is prohibited by law, regulation, or other ordinance.

The Company strongly discourages the use of cell phones, tablets, or other electronic devices while driving. Texting, surfing the internet, or reading or responding to emails while driving is strictly prohibited. Should you need to make a call while driving, utilize your phone's hands-free function and keep the call as short as possible (less than 5 minutes). Under no circumstances should you make or receive calls in inclement weather or heavy traffic.

2-8. SOLICITATION/DISTRIBUTION

In an effort to ensure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature in our workplace at any time, for any purpose. While we recognize you may have interests, events, and organizations outside of the workplace, you will not be permitted to solicit or distribute literature concerning outside activities during working time. To govern the solicitation of team members or the distribution of literature to team members in Company property, the following rules have been established:

- Solicitation and distribution of literature on Company property by non-team members is prohibited.
- Solicitation by team members on Company property is prohibited when the person soliciting or the person being solicited is on working time. "Working time" is when team members are expected to be working and does not include rest, meal, or other authorized breaks.
- Distribution of literature by team members is prohibited during working time, as defined above. Additionally, distribution of literature by team members is prohibited in working areas at all times.

2-9. VISITORS

Visitors to the Company premises must be accompanied by a team member at all times. Visitors to company facilities must be approved in advance by the manager and are not permitted in team member work areas.

2-10. EMPLOYMENT OF RELATIVES AND OTHER CLOSE WORKPLACE RELATIONSHIPS

The Company does allow immediate relatives – defined as spouses, parents, grandparents, in-laws, children, grandchildren, siblings or stepfamily members – to work in positions in the same department. This policy also applies to non-married couples who are living at the same location or couples who are dating. This policy applies equally to same sex team member relationships.

However, the hiring of any relatives must be approved by a member of the C-suite executive team or human resources department.

The Company also reserves the right to determine when other relationships not specifically covered by this policy represent actual or potential conflicts of interest. If the Company determines the relationship between you and another team member presents an actual or potential problem or conflict of interest, appropriate action will be taken, which includes but is not limited to: transfers, reassignments, shift changes, or, if necessary, termination of employment.

2-11. FIREARMS/WEAPONS

While certain state laws allow people to carry handguns in an open or concealed fashion, Company policy prohibits team members from carrying firearms, explosives, knives, or dangerous weapons of any kind on Company premises, in Company vehicles, or on

Company business off premises, whether the team member is licensed to do so or not. If a state permits team members to carry firearms in their vehicles, the Company will permit such activity only to the extent permitted by state law. For example, team members licensed by a state to carry a concealed handgun or who otherwise lawfully possess a firearm or ammunition may transport or store firearms or ammunition in a locked, privately owned motor vehicle located in a Company parking lot, parking garage, or other parking area provided by the Company. Under no circumstances may handguns or other weapons be removed from a team member's vehicle while in Company-provided parking garage or on Company's premises. As permitted by law, team members and vehicles parked on Company Premises may be subject to searches in accordance with applicable state law.

2-12. DRUGS/ALCOHOL IN THE WORKPLACE

The Company prohibits team members from reporting to work or performing their duties with alcohol or unlawful drugs in their systems. Team members also are prohibited from using, possessing, manufacturing, distributing, or making arrangements to distribute alcohol or unlawful drugs while team members are at work, off site on work-related business, on Company property (including in personal vehicles on Company property), during lunch or breaks, or in Company vehicles. "Unlawful drugs" for purposes of this policy includes (1) drugs that are not legally obtainable*, or (2) drugs or other substances that are legally obtained but not used for the purpose for which they were prescribed or intended, including but not limited to, (i) prescription drugs that are not prescribed for the person or used in a manner other than as set forth in the prescription; (ii) over-the-counter medications used in a manner or quantity other than as set forth in the directions; or (iii) inhalants.

*Marijuana: Note that it is the Company's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Company considers marijuana to be an illegal drug for purposes of this policy in all states – even those states that allow for medical and/or non-medical use. Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company property or while on Company business is strictly prohibited.

To enforce this policy, the Company may, as permitted by federal and state law, require any team member to submit to a physical examination and/or a urine, breath, saliva, blood, or other type of test to determine the presence of unlawful drugs or alcohol in his or her system. All drug testing will be conducted at a certified laboratory, include confirmation testing, and comply with scientifically accepted analytical methods and procedures. The collection of samples will be performed under reasonable and sanitary conditions. The person being tested must present reliable individual identification to the person collecting samples and has the right to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription drugs or over-the-counter drugs or other relevant medical information.

The Company may require a team member to submit to a drug and/or alcohol impairment

test when there is a reasonable suspicion based on specific facts and rational inferences drawn from those facts that a team member is engaged in the inappropriate or illegal use of drugs or alcohol and/or has violated this policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a team member.

In addition, to the maximum extent allowed by law, a team member may be required to submit to a post-accident drug and/or alcohol impairment test when the Company has a good faith belief that the team member, while on the Company's premises or during the hours of employment: (1) contributed to an accident that resulted (or could have resulted) in an injury to the team member or another person; or (2) contributed to an accident that caused (or could have caused) equipment or material damage or loss. Testing under this section will be conducted as soon as practicable after an accident and any drug and/or alcohol testing will only be administered to team members who the Company reasonably believes may have contributed to the accident.

All team members may be subject to drug and/or alcohol impairment testing, including all officers, directors, managers, and supervisors of the Company. Drug and/or alcohol impairment testing will occur during, or immediately before or after, a regular work period. Team members subject to reasonable suspicion or post-accident testing will not be allowed to drive themselves to a clinic for drug and/or alcohol testing or return to work until the results of the test become available to the Company. The Company will pay (1) all actual costs for testing required of team members by the employer; (2) reasonable transportation costs to current team members if their required tests are conducted at a location other than the team member's normal work site or otherwise provide transportation; and (3) wages for the team member's time to take the test. In the event of a positive test result, time-off while awaiting results of testing will not be compensable time.

Positive test results (including results determined to be adulterated, diluted, or substituted) will be communicated to the Company's HR department. On receipt of positive test result, the HRBP will inform the team member of the positive test results and discuss the results with him or her. In this discussion, the HR representative will provide the team member with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the team member feels is relevant. After speaking with the team member, the HR representative will report the results to the Company as appropriate. The Company will then make a determination regarding the appropriate response to the positive test results, which may include discipline up to and including termination of employment.

Drug-testing will be conducted in accordance with state laws. Upon request, a copy of your test results will be provided to you and you may request to discuss the positive results in a confidential setting with the Company. If you have any questions regarding the Company's drug testing policy, please contact Human Resources.

Violations of this policy that may result in disciplinary action, up to and including discharge, include but are not limited to the following: (1) alcohol or the presence of unlawful drugs in a team member's system sufficient to yield a positive drug and/or alcohol test result; (2) being under the influence of alcohol or unlawful drugs at work, off site on work-related business, on Company property (including in personal vehicles on Company property), during lunch or breaks; (3) refusal to cooperate with the Company in any test, search, or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests; (4) possession, distribution, or consumption of unlawful drugs, unauthorized alcohol, or drug paraphernalia; (5) tampering with or adulterating a test sample; and (6) unlawful conduct on or off duty related to alcohol or unlawful drugs. Team members who refuse to submit to a test, or test positive for alcohol or unlawful drugs, may be disqualified for unemployment compensation benefits. Team members who refuse to submit to a test, or test positive for alcohol or unlawful drugs, following a workplace injury may be disqualified for workers' compensation benefits.

Although the proper use of legal medications is not prohibited, team members should consult with their Manager if they are legitimately taking medication which they have reason to believe may affect safety or performance. Any such consultation will be kept confidential to the extent possible. Any prescription medication brought onto Company premises or into Company vehicles must be retained in its original container labeled with the name of the team member and the prescribing physician. No team member may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

The Company does not unlawfully discriminate against team members or applicants on the basis of disability. Team members and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Human Resources. A team member who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a safety risk to the team member or others in the workplace, may be subject to further assessment. In such cases, the Company will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the team member or others in the workplace, before taking any further action related to the team member's employment. While the Company does not sponsor or endorse any specific drug treatment programs, such programs are available through public and private healthcare facilities in our area. Team members are encouraged to seek assistance where required for themselves or their dependents. Team members who seek rehabilitation who are not otherwise in violation of the Company's policies will not be subject to adverse action for seeking rehabilitation, provided they comply with the requirements of rehabilitation and successfully complete rehabilitation.

Information and records relating to test results will be kept confidential in accordance with applicable law. The Company will not release any information regarding the test results outside of the Company without the written consent of the individual tested, except as otherwise authorized or required by law.

2-13. TRANSFERS

Team members may transfer from one location or one department to another pursuant to the following guidelines:

- To be eligible for a transfer, you must have at least six months of service time in your current position (unless approved by CEO, COO or HR) and have not received any disciplinary action in the 12 months preceding your transfer request.
- If you have relocation expenses paid by the Company within the past 12 months, you may need to delay your transfer request or repay a portion of your recent relocation expenses.
- Team members not meeting minimum performance standards in their current position may not be eligible to transfer.

If you wish to transfer to another location and/or department, you should first discuss the transfer with your supervisor. Although the Company attempts to accommodate all qualified transfer requests, no guarantee can be made that any specific transfer will occur. Nothing in this policy guarantees team members the opportunity to transfer or to fill vacant positions internally. The Company reserves the right to fill vacant positions with the best qualified candidate, which may include external candidates, depending on the particular circumstances.

2-14. PROMOTIONS

The Company is committed to the training and development of all our team members. It is our company to promote team members who, in our judgment, are properly qualified. Qualified team members may be considered for jobs with increased responsibility, including advanced management training. If you feel you are qualified and would like to be considered for a promotion, contact your supervisor for information on how to apply for the position. Nothing in this policy guarantees team members the opportunity for promotion or to fill vacant positions internally. The Company reserves the right to fill vacant positions with the best qualified candidate, which may include external candidates, depending on the particular circumstances.

2-15. RESIGNATIONS

Upon hiring new team members, the Company's policy is to honor a reasonable notice period given to a previous employer. Similarly, we ask that you extend the same courtesy to us by providing at least a two-week (four-weeks for management positions) advance notice in writing, unless a contract or employment agreement specifies different terms. Before you leave, you may be asked to participate in a short exit interview. Upon resignation, you are responsible for returning any Company property in your possession. This includes but is not limited to computer equipment, keys, uniform, name badges, etc.

If you resign from the company, without proper notice, unused paid time off (PTO) will not be paid out and will be forfeited unless otherwise required by applicable state law. PTO time may not be allowed during the resignation period, even if previously scheduled. Taxes and other withholdings will also be deducted from your final pay. For more information, please see the PTO policy.

Section 3 - CONDUCT RULES

3-1. CONFIDENTIALITY OF COMPANY INFORMATION

It is the policy of the Company that all team members, independent contractors and studio partners shall maintain the confidentiality of the proprietary, confidential, customer and privileged information of the Company and supported studios. Examples of "Confidential Information," as that term is used throughout this handbook, would include non-public revenue and profit data, customer lists, customers' personal information, partner information, vendor lists, strategic marketing plans, unannounced business plans, and proprietary technology and processes.

The Company expects that:

- 1) Team members and supported studio locations refrain from discussing confidential business with outsiders and with anyone who do not have a legitimate need to know the information.
- 2) Team members, independent contractors and studio partners should refer outside inquiries for employment references or comments on behalf of the Company to the persons in the Company authorized to respond to the particular inquiry.

No team members nor studio members shall disclose or use any information that is confidential, proprietary, or privileged, for the benefit or gain of the team members, independent contractors, or studio partners. The obligation to preserve confidential, proprietary, or privileged information continues even after employment or agency ends with the Company or any studio location.

3-2. CONFLICTS OF INTEREST

The Company recognizes and respects your right to engage in outside activities which you deem proper and desirable, as long as your personal activities do not impair or interfere with the performance of your duties to the Company. A "conflict of interest" may occur if you take any action or have an outside responsibility that impairs or interferes with your ability to objectively and/or effectively perform your job responsibilities. For example, a conflict of interest would arise if a team member, or a member or his or her family, received improper personal benefits as a result of his or her position in the Company. Any material transaction or relationship which may create a conflict of interest should be reported promptly to Human Resources or any member of the Executive Team.

In all dealings on behalf of the Company, you should never receive from a vendor or customer any direct or indirect profit or acquire any personal or material benefit other than what you were paid by the Company.

3-3. MOONLIGHTING

You may work for another employer while working for the Company as long as your secondary job does not interfere with your position with the Company AND you have received prior approval from your manager. If your secondary employment begins to interfere with your primary job responsibilities for the Company, you may be asked to

quit your secondary job in order to maintain your employment with the Company. If you choose to work for a competitor and/or vendor, you must receive prior approval from the Human Resources Department.

3-4. SHORTAGE OF FUNDS

All money loss, shortage, theft, or suspected theft of funds, no matter the amount, will be treated seriously and investigated as appropriate. The person responsible for the shortage/loss and/or the person responsible for ensuring proper maintenance of the funds will be subject to disciplinary action up to and including termination and criminal charges may be filed.

3-5. CONDUCT STANDARDS

The Company has established conduct standards for team members, which are designed to protect and guide you, your fellow team members, and Company customers and guests. Please review these standards of conduct to ensure you understand what the Company expects of you. In addition to conduct described in this handbook, your employment with the Company may be terminated immediately if any of the following acts are committed:

- a. Possession, use, sale, transfer, storage, or distribution of an unauthorized, illegal, or controlled substance, including alcohol, while in the course of employment or on Company property.
- b. Reporting for work or working with any unauthorized controlled substance, illegal drug (including, but not limited to prescribed or legal recreational marijuana and any prescription drug for which you do not have a prescription), or alcohol in your system or working in an impaired condition.
- c. Attempted or actual theft (unauthorized removal), embezzlement, and/or misappropriation (unauthorized storage, transfer, or use) of client/customer or team member property. This includes failure to report lost articles, which are found on the premises.
- d. Violation of the Company's Use of Personal Electronic Devices policy.
- e. Use of Company assets for personal gain or engaging in personal work during working time.
- f. Providing unauthorized discounts without a supervisor's authorization.
- g. Willful destruction or gross negligence regarding company property or the property of team members, customers, or guests; gross misjudgment or negligence in performance of job duties.
- h. Removing, duplicating, misplacing, or transferring possession of facility master key or any other keys to restricted entry or client/customer areas.
- i. Gambling or participating in gambling on Company property.
- j. Violation of Company's Harassment policy.
- k. Violation of Company's Workplace Violence policy.
- l. Knowingly providing false statements and/or willfully falsifying or altering company records including, but not limited to employment applications, payroll documents, time cards, financial reports, revenue adjustments, client/customer satisfaction surveys, and/or client/customer email addresses; misappropriating accounts receivable funds; providing false information during an investigation.
- m. Using abusive language, especially in the presence of customers, or provoking a fight on Company time or property.
- n. Any rude, discourteous, or unbusinesslike behavior, on or off Company premises, which

is not protected by Section 7 of the National Labor Relations Act and that adversely affects the Company services, operations, property, reputation, or goodwill in the community, or interferes with work.

- o. Excessive or unexpected absenteeism or tardiness, including abuse of sick leave, improper call-in, or violation of any portion of the attendance policy.
- p. Failure to report to work for two consecutive scheduled shifts/days without appropriate supervisor notification.
- q. Insubordination or refusing to follow instructions from a supervisor or manager; refusal or unwillingness to perform job requirements.
- r. Disobeying any Company rules, department policies and procedures, company policies and/or directives, supervisor's instructions, and applicable regulations and/or statutes of the local, state, or federal government.
- s. Failure to remain in the work area during work time unless authorized by management.
- t. Unauthorized acquisition, distribution, or disclosure of Confidential Information as defined in this handbook.
- u. Sleeping during scheduled work time.
- v. Failure to provide customers with exceptional service.
- w. Failure to satisfactorily perform work or job assignments.
- x. Failure to comply with the Company's Policy Prohibiting Harassment and Retaliation in the workplace.
- y. Speaking to the media on behalf of the Company without prior authorization.
- aa. Failure to maintain accurate and proper accountability and control of cash banks or related company cash. This includes excessive or continuous cash shortages or other irregularities including altering client/customer checks or abuse of any client/customer's credit card.
- bb. Failure to report accidents, breakage, or damage to equipment and machinery which occurs when you are driving or using company equipment or machines; providing false information when accidents are being investigated.
- cc. Failure to notify the department or company manager or Human Resources department if any arrest which occurs during employment.
- dd. Failure to notify the manager or Human Resources department of any conviction which occurred prior to or during employment, subject to applicable law.
- ee. Refusal to submit to a reasonable cause drug test, failing a required drug test, or tampering with or falsifying a drug test.

These rules and policies are not meant to be all-inclusive but are intended to outline the types of policies and rules which apply to your employment with the Company. Violation of these and other established work or safety rules may result in disciplinary action including counseling, formal warnings, suspension, probation, and immediate termination of employment. The specific action taken will depend on the nature of the offense, the circumstances, and the individual's employment record. Nothing in this policy is intended to alter the at-will nature of your employment with the Company. You or the Company may terminate your employment at any time, with or without cause. The Company reserves the right to discipline team members on a case-by-case basis, based on the circumstances.

Section 4 - WORKPLACE PROCEDURES

4-1. EMPLOYMENT RECORDS/CHANGE OF STATUS

When you were hired, you completed paperwork containing important information. Keeping this information up to date helps us reach you in an emergency, send you information, maintain your benefits, compute your payroll deductions, send your W-2 and more. It is important to promptly update your records which any of the following information changes:

- Name
- Address
- Telephone Number
- Number of dependents
- Marital status
- Change in emergency contact
- Change in your beneficiary

Employment files are the property of the Company. If you would like access to your employment file, you will need to make an appointment with a Human Resources representative to review it. You will not be permitted to alter, create, or keep copies of documents contained in your employment file. Upon request, the Company will provide copies of employment file documents which you have previously signed or as required by law.

4-2. SOCIAL SECURITY NUMBER PRIVACY

Enchanted Fairies shall only collect Social Security Numbers (SSN) for the following reasons: state and/or federal reporting, background checks, verification of employment eligibility, tax reporting, payroll/accounting records, benefits/insurance and retirement plans. Only authorized individuals will have access to team members' SSNs for necessary and legitimate purposes. Electronic documents disclosing SSNs to external authorized individuals will only be sent via encryption and/or password-protection. Documents containing SSNs, that are no longer in use, will be discarded in a manner that ensures the confidentiality of SSNs (i.e. shredding or electronically deleting). Any team member that violates this policy will receive disciplinary action, up to and including, termination of employment.

4-3. TEAM MEMBER CLASSIFICATIONS

The number of hours you work each week may allow you to participate in certain benefits offered by the Company.

Full-time

Team members who regularly work at least 30 hours per week who were not hired on a short-term basis.

Part-time

Team members who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

Temporary

Temporary team members are hired to work for the Company with the understanding, the work will be completed within a defined period of time not to exceed 90 days. Temporary team members are not eligible for benefits

4-4. MANAGER AND SUPERVISOR DEFINITIONS

This handbook will interchangeably use the term Supervisor and Manager. For the purpose of this handbook, these terms are defined as, "the person to whom you directly report to on a daily basis," regardless of his/her title.

4-5. REPORTING RELATIONSHIPS/ORGANIZATIONAL STRUCTURE

The successful operation of a company depends on an effective chain of command. To be a successful team, employees must understand what their work assignments are and who has the authority to assign those duties. A successful team knows how to address problems, concerns, or suggestions for improvement within the chain of command. Team members should first bring any concerns, problems, or suggestions to their immediate supervisor. If the problem is not resolved, employee should then utilize the organization chart to determine the next level of management for escalation. If the employee's problem or concern is with their immediate supervisor, they should escalate to their supervisor's manager or to human resources.

4-6. SCHEDULING

Your work schedule is determined by the needs of the business and may vary from week-to-week. Schedules are posted as soon as the business for the upcoming week can be forecasted. Occasional changes to work schedules are unavoidable. Your manager will attempt to notify you as soon as possible if it is necessary to change your work schedule. Below is a list of guidelines related to work schedules:

- Report to work at your scheduled time.
- Do not punch in until you are ready to begin working; you must punch out when your work is completed.
- You are responsible for regularly checking the schedule for changes.
- Requests for days off or changes to the schedule must be submitted via the Company's timekeeping and attendance system before the date(s) requested. The Company will attempt to accommodate such requests as business circumstances permit. Note: limited time off will be allowed during holidays.
- Trading shifts with other team members may be permitted; however, they must first be approved in advance by your supervisor.
- Once your schedule has been posted, you may not make any changes to your schedule without the written approval of your supervisor.

4-7. TIME CLOCK PROCEDURES

Depending on your position, you may be required to keep track of the actual hours you work each day.

Salaried Exempt Team Member Responsibilities

If you are a salaried exempt team member, you are responsible for reporting your paid time off ("PTO"), unpaid hours, or any other non-worked time, which is either paid or unpaid. Time off for each pay period must be reported prior to the time in which the payroll is closed. Salaried exempt team members are not entitled to overtime pay. Certain positions at the Company have been designated as exempt under the Fair Labor Standards Act (FLSA). The Company prohibits deductions from an exempt team members' salary except as allowed by the FLSA. If you are aware of improper deductions from your salary, you should report this violation immediately to the Human Resources department. All reported or suspected improper deductions from a team members' pay will be promptly and thoroughly investigated. If the Company determines improper deductions were made from your salary, the Company will promptly reimburse you for the amounts improperly deducted and also ensure improper deductions do not occur in the future.

Hourly Team Member Responsibilities

If you are an hourly team member, you are required to clock in for all time worked. Federal and state laws require us to maintain records of your time punches. Hourly team members are prohibited from working "off-the-clock." All work performed on behalf of the Company must be properly recorded. It is your responsibility to ensure the time reported on your time record is accurate. If you discover an inaccuracy in your paycheck or time records, you must immediately report it to your manager or the payroll department.

Clocking in/out for anyone other than yourself, and/or knowingly allowing someone to clock in or out for you, is a serious violation of Company policy and is strictly prohibited. Any falsification of a time record or recording time worked for another team member will result in disciplinary action, up to and including termination.

You must receive prior authorization from your supervisor to clock in or begin work before your scheduled shift or to work overtime. If you work overtime or additional time beyond your work schedule, the time will be paid; however, you may be subject to disciplinary action, up to and including termination for unauthorized work. You may not clock in more than seven (7) minutes before your scheduled shift, and you may not clock out more than seven (7) minutes after the end of your scheduled shift without prior authorization from your supervisor/manager. Violation of time clock procedures may result in disciplinary action up to and including termination.

If you are working remotely, you must clock in when you are ready to begin work. You must also clock in/out for lunch breaks. Failure to follow these policies is considered a violation if the time clock procedures and may result in disciplinary action up to and including termination.

4-8. REST AND MEAL BREAKS

The Company fulfills all state requirements for rest periods and meal breaks. Hourly team members will be provided paid rest breaks in accordance with applicable state and local laws. There are currently no federal laws that require meal or rest break periods.

Hourly team members must clock out and clock back in for all meal breaks. Depending on

the number of hours worked in your shift, you will have either a half-hour or an hour-long meal break in which should be taken within the first five hours of your scheduled shift. Since you are not paid for this time, you are not permitted to perform work of any kind during your break unless you have been specifically instructed by your manager to clock back in early due to business needs. You are also responsible for ensuring your position and duties are covered while you are on break. If your meal break is interrupted, you must immediately notify your supervisor so you can be provided an additional meal break or paid for the interrupted meal break. You must use the team member break area for eating and drinking while at the company. Eating in areas which may be visible to customers is prohibited.

4-9. SMOKE BREAKS

The Company does not allow team members smoke breaks during the workday. Violation of this policy could result in disciplinary action.

4-10. "OFF-THE-CLOCK" WORK

The Company prohibits team members from working "off-the-clock." All hours worked must be recorded without exception, even if the work takes place before or after scheduled shifts. You must notify your manager or Human Resources immediately if you have been asked, required, or permitted to work "off-the-clock."

Additionally, you must notify your manager or Human Resources immediately if you have not been paid for all hours worked in a workweek. You will not be subject to retaliation or reprisal for reporting your concerns.

4-11. LACTATION BREAKS

The Company fulfills all legal requirements for lactation breaks and will provide a reasonable amount of break time to accommodate a female team member's need to express breast milk for her infant child up to twelve (12) months of age or as otherwise required by applicable state law. Under this policy, team members should notify their immediate supervisor or Human Resources to request time to express breast milk. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, team members should clock out for this time and such time will be unpaid. The Company will also make a reasonable effort to provide the team member with the use of a room, or other location in close proximity to the team member's work area, for the team member to express milk in private.

Section 5 - SAFETY

Every team member has a responsibility for maintaining workplace safety and health. It is your responsibility to understand and follow all of the Company's guidelines which incorporate Company policies and procedures for workplace safety in conjunction with state and federal regulatory OSHA standards. Your supervisor has a copy of this program and will familiarize you with it.

If you have any questions about any materials you are required to use when performing your job duties, please ask your manager.

5-1. EMERGENCY PROCEDURES

You are required to read and understand the emergency and fire control procedures for your company facility. You should also acquaint yourself with the evacuation procedures, location of all fire extinguishers and fire alarm pull stations, and understand how the fire alarm system operates. If you observe any unsafe or hazardous situation, you must immediately report it to management.

Fire Emergencies

In the event of a fire, follow the procedures created for your company and/or office. General procedures are:

1. PULL THE FIRE ALARMS
2. TELL YOUR SUPERVISOR
3. FOLLOW ESTABLISHED EVACUATION PROCEDURES FOR YOUR FACILITY

Threat Situations

If you receive a threat of a bomb or any other activity, which may endanger the property, team members, or customers, first dial 911, then contact your supervisor. Treat each threat situation seriously. There is no way to distinguish a hoax from an actual threat.

5-2. WORKPLACE VIOLENCE

The Company strives to maintain a work environment free from intimidation, coercion, threats, or violent acts. If any individual commits a violent act or threatens violence, the Company will respond quickly, thoroughly, and in a manner intended to maximize the safety of all parties involved. Law enforcement authorities will be notified if necessary. The Company considers violent acts or threats of violence to include but not be limited to:

- Physical violence, threat of physical violence, or bullying toward others.
- Any verbal, written, or physical acts of intimidation or retaliation.
- Threatening jokes or sarcastic comments or horseplay which suggests violence or horseplay.
- Any damage or threat of damage to any team member, client/customer, or Company property.
- Any threat or act of violence which occurs off company premises
- Bringing or threatening to bring weapons of any kind to the workplace.

Our prohibition against threats and acts of violence applies to all individuals at any company location, including but not limited to team members, contract and temporary workers, and anyone else on company property.

If you are aware of an act or threat of physical violence, it is your responsibility to report it to your manager or Human Resources departments. If the situation warrants, call the police department, or dial 911.

Section 6 - PAY PROCEDURES

6-1. COMPENSATION PHILOSOPHY

The company has a compensation philosophy, which ensures everyone is paid fairly and equitably based upon their job and the market where they work. The company always pays

team members in accordance with federal and applicable state laws. Any violation of federal and/or state compensation laws should be reported to Human Resources or the US Department of Labor. Retaliation against any employee who files a complaint regarding compensation practices is strictly prohibited.

6-2. WAGE INCREASES

Company review salaries and wages on an annual basis. Company considers several factors in making wage adjustments, including team member performance. Salary or wage increases are not automatic and are at the sole discretion of the Company. Nothing in this handbook guarantees team members a wage increase on any annual or recurring basis.

6-3. BONUS/INCENTIVE & RECOGNITION PROGRAMS

The Company may implement bonus pay programs, incentive programs, monetary recognition awards or other incentives for team members and/or supported/affiliated partners. These programs are at the Company's discretion, and may be based upon individual performance, Company performance, years of employment or other criteria. In general, all such programs include the following:

1. Payment of bonuses, incentives or commissions does not establish a precedent, impose an obligation, or create an expectation of future payments.
2. All such programs will be in writing, with clearly specified goals, objectives, and program qualifiers.
3. To promote clear communication, bonus programs must be approved, in writing, by the Company's CEO or COO. Verbal promises or agreements are not binding on the Company.
4. The Company reserves the right to revise or revoke such programs at any time at its sole discretion.
5. To be eligible, team members must be active team members in good standing or on an approved leave of absence.
6. Unless otherwise stated in writing, team members must be employed at the time of distribution to receive payment.
7. In the event of a reduction in force, payments under a bonus, commission or incentive program shall be at the Company's sole discretion.
8. Bonus payments are taxed in accordance with the IRS guidelines at the bonus tax rate.

All programs will be administered in strict compliance with applicable laws. For more specific information on current programs, contact your supervisor or Human Resources.

6-4. REFERRAL PROGRAM

Over the years, team members have been a great referral source of candidates for new roles within the Company. All team members are encouraged to provide management or the human resources department with interested and qualified candidates for open positions.

If a team member refers someone who is hired, they are eligible to receive a referral bonus. Referral bonus amounts vary according to position and are paid in accordance with company policy.

6-5. PAY TRANSPARANCY NONDISCRIMINATION

The Company will not discharge or in any other manner discriminate against team members or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another team member or applicant. However, team members who have access to compensation information of other team members or applicants as a part of their essential job functions cannot disclose the pay of other team members or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (A) in response to a formal complaint or charge, (B) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company, or (C) consistent with the Company's legal duty to furnish such information.

6-6. PAY PERIOD AND WORK WEEK

The Company work week for each entity is Monday at 12:00am through Sunday at 11:59pm. You will be notified of your pay schedule in your offer letter and/or by your manager as part of the onboarding process.

6-7. OVERTIME PAY

If you are an hourly team member, you are entitled to overtime pay under the specific provisions of federal and state law. The Company pays one and one-half times the regular hourly rate for all hours worked in excess of 40 hours per week or in accordance with applicable state law. Some states may require that overtime be treated differently, and where applicable, the Company will modify its treatment of overtime to comply with state laws.

6-8. FLEXIBLE/REDUCED STAFFING

In the event the volume or activity of the Company is reduced to a level resulting in over staffing, management will temporarily reduce staffing through the judicious use of flexible staffing and scheduling guidelines, which may be voluntary or involuntary, coupled with the choice by the team member to cover either situation with accrued paid time off (PTO). However, they may choose to take their reduction in hours as paid or unpaid.

At all times, the Company will conduct these staffing changes in accordance with applicable local, state, and federal requirements.

6.9 SUPPLEMENTING HOURS

In a standard work schedule, with the exception of a temporary reduced staffing schedule, paid time off (PTO) cannot be used to supplement the hours worked in a regular work week, without advance written consent of the supervisor.

6.10 PAY METHODS

You may choose to receive your payroll earnings by direct deposit, check, or pay-card option, subject to applicable law. Please contact your manager for additional information and enrollment materials. In rare circumstances, the Company may issue a paper check; in these cases, the paper check will be mailed to your home address on record.

6.11 PAYCHECK DEDUCTIONS

Necessary deductions are made from your earned wages. Social Security and federal income taxes are required deductions from each paycheck. Some states, counties, and

cities have additional income taxes which are required deductions for the Company to make. Except for garnishments and their related processing fees and medical support court orders, you must authorize any other deductions in writing. You will also be provided with the opportunity to make voluntary deductions from your wages.

6.12 PRIZES, GIFTS, AND REPORTING

From time to time, the Company may award gift cards to team members as prizes or incentives. If you receive a gift card, the amount of the gift card will be included in your taxable wages.

If you receive any other type of gift from a vendor or customer, you must report it to your supervisor. Depending in the value, you may be required to report the gift for tax purposes. Material goods or other consideration having an estimated value of \$500 or more, or any gifts of money, must be promptly reported in writing to Human Resources.

6.13 WAGE ADVANCES AND CHECK CASHING

The Company does not cash checks. Wage advances are not typically provided by the Company.

6-14. FINAL PAY

The Company pays terminated team members for the time worked through the date of termination on the next regularly scheduled pay date or as otherwise required by law. If your employment terminates, PTO will not be paid out unless otherwise required by applicable law. Taxes and other legal withholdings will also be deducted from your final pay.

Section 7 - ATTENDANCE

It is important to our business that you report to work on time and adhere to your work scheduled. We understand that sometimes an absence may be unavoidable; therefore, the following attendance guidelines have been established:

7-1. CALL OUT PROCEDURES

If you are going to be absent or late for work, you must notify your supervisor *at least two hours* before the start of your scheduled shift. If you cannot reach your supervisor, leave a message in your supervisor's voicemail as well as through electronic messaging. In your message, be sure to state the following:

- Your name
- Why you are absent or late
- When you expect to return
- Phone number where you can be contacted

Except as noted above, reporting your absence or tardiness to anyone other than your immediate supervisor will be considered an improper call off. If another person calls on your behalf, it will be considering an unexcused absence unless an emergency prohibits you from calling yourself. In the case of an emergency, personally notify your supervisor as soon as possible.

Whether tardiness and/or absenteeism is excused or unexcused, repeated attendance issues cannot be tolerated and may result in disciplinary action up to and including termination of employment.

Absenteeism, tardiness, and early departure place a burden on other team members and on the Company and its customers. Poor attendance, excessive tardiness, and excessive early departures may lead to disciplinary action, up to and including termination.

7-2. EXCUSED ABSENCES

Excused absences include, but are not limited to, the following:

- Approved scheduled absences;
- Jury duty or subpoena appearance in court;
- Bereavement leave;
- Time-off for worker's compensation illness/injury;
- Approved medical leave;
- Approved personal leave;
- Approved military leave of absence

7-3. UNEXCUSED ABSENCES AND TARDIES

Unexcused absences or tardiness include, but are not limited to, the following:

- Each unapproved tardy and/or early leave;
- Each unscheduled absence;
- Each improper "call-in" of an impending absence/tardy;
- Failure to call in for an absence; and
- Failure to show for a scheduled shift.

7-4. NO-CALL/NO-SHOW

If you fail to notify your immediate supervisor at least two hours in advance of your scheduled shift that you will be absent from work, it will be considered a 'no-call/no-show'.

No call/no show may result in disciplinary action, up to and including termination. However, during the first 90 days of employment, one instance of 'no-call/no-show' will result in termination.

If you fail to notify your supervisor of an absence for three consecutively scheduled workdays, the Company will consider you to have voluntarily quit.

7-5. EXTENDED ILLNESS

You are expected to call in to notify your supervisor each day you are absent. If you are absent due to illness for three or more consecutive work days, the Company may require reasonable documentation to be provided. Documentation may include, but is not limited to, a signed statement from a health care provider.

If absences due to illness become repetitive, written excused from your treating doctor may be required even if fewer than three days are missed. If your absence is due to a serious health condition, you may be eligible for FMLA leave. Refer to the Leaves of Absence section of this handbook for more information regarding FMLA leaves. Unless your absence is

approved for FMLA or another legally protected leave, your absence may still result in disciplinary action under the Company's attendance policy.

SECTION 8 – COMMUNICATION

8-1. USE OF BULLETIN BOARDS

In keeping with the Company's philosophy of open communication, information important to you is posted in convenient spots. Government postings, schedules, and Company items of general interest to team members are posted. You are expected to read these boards for important announcements and notices. Bulletin boards are strictly for business purposes. Team members are not authorized to post any notices on any Company bulletin boards. Removing, tampering with or otherwise defacing Company bulletin boards is also prohibited.

8-2. OPEN DOOR POLICY

The Company believes in open communication and maintaining an Open Door Policy. As a valued team member, you matter and your concerns should always be treated with respect. If you have a concern or think an operating company is not being properly followed, we encourage you to tell us about it. If your supervisor is part of the problem or you are not comfortable bringing the problem to him/her, we encourage you to contact your next-level supervisor or a Human Resources representative. The following steps may be used as a guide:

4. Step 1: If you feel comfortable doing so, talk with your supervisor openly and honestly about the problem. Present the facts and work together toward a resolution.
5. Step 2: If you feel the problem remains unresolved, or if it has not been addressed within a reasonable timeframe, you should request to speak with the next level of management. Present the facts again.
6. Step 3: If the problem remains unresolved, contact the Human Resources

department. Team members are free to bring any issues or concerns to Human Resources at any time.

Issues of harassment and retaliation should be addressed in accordance with the Company's Policy Prohibiting Harassment and Retaliation as contained in this handbook.

To assist in resolving your concerns, you will be asked to provide your name and work location. However, be assured that all such concerns will be handled as confidentially as possible. If preferred, you may also leave information anonymously. We value your feedback regarding issues such as:

- Dishonest customers, vendors, or team members.
- Mistreatment, harassment, or retaliation of team members or customers.
- Internal problems which affect you or other team members and/or customers.

If your concern relates to harassment or retaliation, please report it in accordance with the Company's Policy Prohibiting Harassment and Retaliation as contained in this handbook.

8-3. PERFORMANCE REVIEWS

The Company believes you should receive regular feedback on your performance. Performance reviews are a key opportunity for you and your supervisor to discuss your individual goals and objectives, as well as to define your strengths and opportunities. During your employment, your supervisor will provide you with his or her performance expectations and feedback relating to those expectations. On a scheduled basis, your supervisor will complete a formal performance review. We encourage you to be prepared to share your career goals with your supervisor during this time so he or she may provide feedback and support as you work toward those goals. Never hesitate to ask your supervisor any questions regarding job expectations or your performance.

8-4. COACHING, COUNSELING, AND DISCIPLINE

The Company prefers to deal with situations warranting discipline as early as possible. When coaching, counseling, or discipline is necessary, corrective action will generally consist of progressive steps of verbal counseling and written warnings. Serious misconduct may require more immediate or final action, up to and including termination of employment. The Company reserves the right to initiate the form of coaching, counseling, and discipline it deems appropriate under the circumstances.

- The first steps usually consist of coaching and counseling. Coaching and counseling are used when a team member displays unacceptable behavior or when his or her job performance is not meeting standards. The supervisor will discuss his or her concerns with the team member as soon as possible after the incident occurs to give the team member an opportunity to correct the problem within a reasonable amount of time.
- A written warning is issued when a supervisor believes a situation is too serious for verbal counseling, or when past counseling has been ineffective. Written warnings are to be signed by the team member to acknowledge he or she has read and understands the severity of the situation and what is expected of him or her to correct the problem. Should a team member refuse to sign a written warning, another supervisor will be called to witness the warning was provided. If another supervisor is not available, another team member may be called to witness the warning.
- A final written warning is issued when the team member fails to meet standards set forth in a previous counseling session and/or written warning or when the situation warrants it.
- Termination of employment is normally preceded by the steps outlined above; however, it may occur with or without prior warnings depending on the circumstances of the situation.

Management reserves the right and absolute discretion to discipline team members based on the facts of each case. Management may skip certain disciplinary steps, or repeat certain disciplinary steps, depending on the particular facts of each situation. Nothing in this handbook creates an obligation to follow any particular disciplinary procedure. Nothing in this policy is intended to alter at-will nature of your employment. Thus, you or the Company may terminate employment at any time, with or without cause.

SECTION 9 - TECHNOLOGY

9-1. COMPUTER USE POLICY

The Company communication and computer systems are intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voicemail, e-mail, and Internet systems. Because communication systems are property of the Company, users have no legitimate expectation of privacy in regard to their use of the Company systems.

The Company may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users, in the ordinary course of business when the Company deems an investigation to be appropriate. The reasons for which the Company may investigate may include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that Company operations continue appropriately during a team member's absence; and investigating potential violations of the Code of Conduct.

Further, the Company may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review team members' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of systems abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that Company operations continue appropriately during a team member's absence; and investigating potential violations of the Code of Conduct. The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communication may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religion beliefs, or any other characteristic protected by federal, state, or local law.

Further, since the Company's communication and computer systems are intended for business use, all team members, upon request, must inform Management of any private access codes or passwords.

Unauthorized duplication or copyrighted computer software violates the law and is strictly prohibited.

No team member may access, or attempt to obtain access to, another team member's

computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including termination.

9-2. SOCIAL MEDIA POLICY

We understand that social media can be a fun and rewarding way to share life and opinions with family, friends, and co-workers. However, the use of social media also presents certain risks and carries with it responsibilities. To help team members make responsible decisions about their use of social media, the Company has established the following guidelines for appropriate use of social media.

General

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an individual's blog or someone else's blog, journal or diary, personal web site, social networking or affinity web site or app, message board, video site, web bulletin board or a chat room, whether or not associated, managed or affiliated with the Company, as well as any other form of electronic communication. Examples would include TikTok, Snap Chat, Facebook, Twitter, LinkedIn, Instagram, YouTube, Reddit, and similar sites and apps. Ultimately, each team member is responsible for what he/she posts online. Before creating online content, the team member should consider some of the risks and rewards that are involved. Keep in mind that any of conduct that adversely affects job performance, the performance of fellow co-workers or otherwise adversely affects customers, vendors or others' legitimate business interests may result in disciplinary action, up to and including termination.

Know and Follow the Rules

Carefully read this social media guideline, the Code of Ethics & Business Conduct, as well as our policies on discrimination and harassment, and ensure all postings are consistent with these policies. Inappropriate postings that may include maliciously false or discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject the team member to disciplinary action up to and including termination.

Be respectful

Team members are more likely to resolve work-related complaints by speaking directly with other co-workers or by utilizing the Company's Open Door Policy rather than by posting complaints to a social media outlet. Nevertheless, if a team member decides to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

Be honest and accurate

Everyone should make sure they are always honest and accurate when posting information or news, and if they make a mistake, be sure to correct it quickly. Team

members should be open about any previous posts that have been altered. *Remember that the Internet archives almost everything*; therefore, even deleted postings can be searched. All it takes is one screenshot for a comment or post to be captured and spread far beyond its original intended audience. Never post any information or rumors that you know to be false about the Company, fellow team members, customers, vendors, or anyone affiliated with the business of the Company or its competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of customer information. Do not use client/customer names or other private data at any time.
- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Team members should not create a link from their blog, website or other social networking site to the Company's website or social media profile without identifying themselves as a team member.
- Express only personal opinions. ***Team members should never represent themselves as a spokesperson for the Company.*** If the Company is a subject of the content being created, the team member must be clear and open about the fact that he/she is a team member and make it clear that his/her views do not represent those of the Company, fellow team members, customers, vendors, or others with a business relationship to the Company. If they publish a blog or posts online related to their work or subjects associated with the Company, the team member must make it clear that he/she is not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

Social Media At Work

All team members are to refrain from using social media during working time or on work equipment the Company provides, unless it is work-related as authorized by their supervisor or consistent with the responsibilities of their position. Do not use the Company's email addresses to register on social networks, blogs or other online tools utilized for personal use unless approved by the manager.

Retaliation is prohibited

The Company prohibits taking negative action against any team member for reporting a possible deviation from this policy or for cooperating in an investigation. Any team member who retaliates against another co-worker for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Team members should not speak to the media on the Company's behalf without contacting members of executive management. All media inquiries should be directed to the company's legal representative or the Chief Executive Officer. As always, if you have any questions or would like further guidance, never hesitate to contact your manager or Human Resources.

Additional Information

The restrictions set forth in this policy should not be interpreted as an attempt to restrict or interfere with any team member's federal or state rights, including their rights under the National Labor Relations Act, any equivalent rights under state law, or any whistleblower protections under federal or state law. For questions regarding a potential online posting or blog, please speak with your manager or Human Resources department.

9-3. SUBSTANCE & DRUG-FREE WORKPLACE

The Company prohibits employees from reporting to work or performing their duties with alcohol or unlawful drugs in their systems. Employees also are prohibited from using, possessing, manufacturing, distributing, or making arrangements to distribute alcohol or unlawful drugs while employees are at work, off site on work-related business, on Company property (including in personal vehicles on Company property), during lunch or breaks, or in Company vehicles. "Unlawful drugs" for purposes of this policy includes (1) drugs that are not legally obtainable, or (2) drugs or other substances that are legally obtained but not used for the purpose for which they were prescribed or intended, including but not limited to, (i) prescription drugs that are not prescribed for the person or used in a manner other than as set forth in the prescription; (ii) over-the-counter medications used in a manner or quantity other than as set forth in the directions; or (iii) inhalants.

Marijuana: Note that it is the Company's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Company considers marijuana to be an illegal drug for purposes of this policy in all states

- even those states that allow for medical and/or non-medical use. Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company property or while on Company business is strictly prohibited.

To enforce this policy, the Company may, as permitted by federal and state law, require any employee to submit to a physical examination and/or a urine, breath, saliva, blood, or other type of test to determine the presence of unlawful drugs or alcohol in his or her system. All drug testing will be conducted at a certified laboratory, include confirmation testing, and comply with scientifically accepted analytical methods and procedures. The collection of samples will be performed under reasonable and sanitary conditions. The person being tested must present reliable individual identification to the person collecting samples and has the right to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription drugs or over-the-counter drugs or other relevant medical information.

The Company may require an employee to submit to a drug and/or alcohol impairment test when there is a reasonable suspicion based on specific facts and rational inferences drawn from those facts that an employee is engaged in the inappropriate or illegal use of drugs or alcohol and/or has violated this policy (where permitted by applicable law). Such

specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of an employee.

In addition, to the maximum extent allowed by law, an employee may be required to submit to a post- accident drug and/or alcohol impairment test when the Company has a good faith belief that the employee, while on the Company's premises or during the hours of employment: (1) contributed to an accident that resulted (or could have resulted) in an injury to the employee or another person; or (2) contributed to an accident that caused (or could have caused) equipment or material damage or loss. Testing under this section will be conducted as soon as practicable after an accident and any drug and/or alcohol testing will only be administered to employees who the Company reasonably believes may have contributed to the accident.

All employees may be subject to drug and/or alcohol impairment testing, including all officers, directors, managers, and supervisors of the Company. Drug and/or alcohol impairment testing will occur during, or immediately before or after, a regular work period. Employees subject to reasonable suspicion or post-accident testing will not be allowed to drive themselves to a clinic for drug and/or alcohol testing or return to work until the results of the test become available to the Company. The Company will pay (1) all actual costs for testing required of employees by the employer; (2) reasonable transportation costs to current employees if their required tests are conducted at a location other than the employee's normal work site or otherwise provide transportation; and (3) wages for the employee's time to take the test. In the event of a positive test result, time-off while awaiting results of testing will not be compensable time.

Positive test results (including results determined to be adulterated, diluted, or substituted) will be communicated to the Company's Medical Review Officer ("MRO"). On receipt of positive test result, the MRO will inform the employee of the positive test results and discuss the results with him or her. In this discussion, the MRO will provide the employee with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non- prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the employee feels is relevant. After speaking with the employee, the MRO will report the results to the Company as appropriate. The Company will then make a determination regarding the appropriate response to the positive test results, which may include discipline up to and including termination of employment.

Drug-testing will be conducted in accordance with state laws. Upon request, a copy of your test results will be provided to you and you may request to discuss the positive results in a confidential setting with the Company. If you have any questions regarding the Company's drug testing policy, please contact Human Resources.

Violations of this policy that may result in disciplinary action, up to and including discharge, include but are not limited to the following: (1) alcohol or the presence of unlawful drugs in an employee's system sufficient to yield a positive drug and/or alcohol test result; (2)

being under the influence of alcohol or unlawful drugs at work, off site on work-related business, on Company property (including in personal vehicles on Company property), during lunch or breaks; (3) refusal to cooperate with the Company in any test, search, or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests; (4) possession, distribution, or consumption of unlawful drugs, unauthorized alcohol, or drug paraphernalia; (5) tampering with or adulterating a test sample; and (6) unlawful conduct on or off duty related to alcohol or unlawful drugs. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs, may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test, or test positive for alcohol or unlawful drugs, following a workplace injury may be disqualified for workers' compensation benefits.

Although the proper use of legal medications is not prohibited, employees should consult with their Manager if they are legitimately taking medication which they have reason to believe may affect safety or performance. Any such consultation will be kept confidential to the extent possible. Any prescription medication brought onto Company premises or into Company vehicles must be retained in its original container labeled with the name of the employee and the prescribing physician. No employee may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

The Company does not unlawfully discriminate against employees or applicants on the basis of disability. Employees and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Human Resources. An employee who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a safety risk to the employee or others in the workplace, may be subject to further assessment. In such cases, the Company will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment. While the Company does not sponsor or endorse any specific drug treatment programs, such programs are available through public and private healthcare facilities in our area. Employees are encouraged to seek assistance where required for themselves or their dependents. Employees who seek rehabilitation who are not otherwise in violation of the Company's policies will not be subject to adverse action for seeking rehabilitation, provided they comply with the requirements of rehabilitation and successfully complete rehabilitation.

Information and records relating to test results will be kept confidential in accordance with applicable law. The Company will not release any information regarding the test results outside of the Company without the written consent of the individual tested, except as otherwise authorized or required by law.

SECTION 10 - BENEFITS

This team member handbook is not an official plan document for any team member benefit

plan and is not intended to provide specific information with regard to the benefits described below. It is also not a guarantee of any benefit described in this handbook. If you have any questions about eligibility, benefits, or coverage regarding any of the benefits described in this handbook, you should refer to the official plan documents, summary plan descriptions, or insurance policies. If you have any questions or need assistance, please contact the Human Resources department.

10-1. INSURANCE PROGRAMS

Eligibility and Benefit Choices

The Company is committed to providing you with competitive benefits that create value for you and your family. Depending on your team member classification, you may be eligible for specific benefits such as health, dental, vision, and life insurance, disability, 401(k) retirement savings plan, and more. The Company pays for some of these benefits, you pay for some benefits, and other benefits are paid in part by both you and the Company.

Complete details are available in the Summary Plan Description (SPD) for each program. You will receive more information as you approach your date of enrollment eligibility in these plans; your date of eligibility is typically the first of the month following 30 days of full-time employment with the Company. For additional questions regarding enrollment eligibility, please contact the Human Resources department.

Once you enroll in the Company's benefit plans, you may make changes to your elections during the Company-designated annual enrollment period or within 31 days of the occurrence of a "qualifying event" as recognized under federal law.

Health Insurance Portability and Accountability Act (HIPPA)

The Company understands that your health and medical information is personal, and we are committed to protecting this information. Federal and state law requires and medical information generated by our health, dental, vision, or flexible spending plan be treated with the strictest confidentiality and only be used for specific purposes. Upon request, the Company will provide you with a notice describing the ways we may use and disclose medical information about you, as well as our obligations and your rights regarding the use and disclosure of medical information.

We are required by law to:

- Ensure any medical information which identifies you is kept private.
- Provide you this notice of our legal duties and privacy with respect to medical information about you.
- Follow the terms of the notice currently in effect.

Other medical information maintained by the Company which is not generated by one of the health plans listed above and is not covered by federal or state privacy laws is considered an employment record. The maintenance of these records may be covered by state and federal employment regulations. We are also committed to protecting this medical information. Additionally, this information is kept separate from normal employment records, and the Company will not use or release this information except as permitted by law.

10-2. 401(k) RETIREMENT SAVINGS PLAN

You are eligible to join the Company 401(k) retirement savings plan on the first of the month following 30 days of employment. Once you receive your 401(k) enrollment package, you may begin the enrollment process by calling the toll-free telephone number listed in your packet or by visiting the plan website.

More details about the 401k plan can be found on the company's benefits administration system.

10-3. BRIDGE OF PRIOR SERVICE

All regular full-time team members who have completed at least 6 months of prior continuous service are eligible for bridge of prior service based upon the following guidelines:

Break in Service of 91 days of Less

If you are rehired within 91 days of termination, you will be reinstated with your prior date of service. If you had previously elected to participate in the Company's health and welfare benefit plans, the same coverage levels elected prior to your termination will be reinstated as of your date of rehire. If your termination and subsequent rehire occur during the same calendar year, any paid time off forfeited upon your termination will be immediately reinstated. If you are rehired in the calendar year following your most recent day of termination, you will be granted the appropriate balance of paid time off for the current calendar year.

Break in Service of 92 Days or More

If you are rehired 92 days or more after termination, you will be considered a new hire for all Benefits purposes. Past service time will not be credited, except for 401(k) participation purposes.

The 401(k) plan has special rules regarding rehired team members. If you were a plan participant or were eligible but had not actually joined the plan before leaving the Company, you may be eligible to re-enter the plan immediately upon rehire. Please contact the Payroll department for more information.

10-4. WORKER'S COMPENSATION

The company does not offer Workers Compensation at this time.

SECTION 11 - PAID TIME OFF (PTO) AND PAID SICK LEAVE (PSL)

We know how hard you work and recognize the importance of providing you with time for rest and relaxation and to address your own medical needs, those of family members, and for related purposes. Furthermore, team members are encouraged not to report to work when they are sick. Accordingly, we are providing eligible employees with paid time off ("PTO"). To the extent that applicable state or local laws mandate the accrual and use of paid sick leave ("PSL"), this policy is intended to ensure that all eligible employees receive PSL in accordance with applicable law. Time off under this policy includes extended time off due to vacation or other approved extended leave, and incidental time off due to sickness or to handle personal affairs. PSL under this policy is not being provided in addition to any applicable pre-existing PSL policies, which are now superseded by this policy. PTO under this policy is not being provided in addition to any

applicable pre-existing PTO, vacation, personal time, or paid sick leave policies, which are now superseded by this policy.

11-1. ELIGIBILITY

This policy applies to all full-time employees. Part-time team members (those who are regularly scheduled to work less than 30 hours each week) are not eligible for PTO accrual, except for those who regularly work in a state or local jurisdiction that requires PSL accrual and use, as shown in *Attachment A*.

Team members must be mindful that an average of 30 hours must be worked each week in order for the team member to retain full-time status and be eligible for PTO accrual (as well as holiday pay).

11-2. PTO ACCRUAL

Beginning on the first day of employment, eligible team members may accrue PTO each pay period on a bi-weekly basis based on the team member's length of service as follows: *(This includes vacation & sick leave.)*

Tenure	Accrual Rates	Maximum Annual Accrual Amount
0-2 years	3.08 per pay period	80 hours/10 days
3-5 years	4.62 per pay period	120 hours/15 days
6+ years	6.15 per pay period	160 hours/20 days

Each year, employees may carry over a maximum of 80 hours into the next year. A maximum of 160 hours can be accrued each year.

*** However, consistent with state or local jurisdictions that require the accrual and use of PSL, as shown in *Attachment A*, team members in those jurisdictions will accrue not less than the minimum required accruals.

Team members who work less than 60 hours in a pay period will NOT accrue PTO for that pay period, except those team members in the state or local jurisdictions that require the accrual and use of PSL, as shown in *Attachment A*.

Team members will not accrue PTO, or be paid holiday pay, during any unpaid leave of absence, including without limitation FMLA leave and ADA-approved medical leave.

Accruals will be from January through December every year.

11-3. USE OF PTO

Eligible team members may use accrued PTO beginning on their 90th day of employment. Eligible team members may use PTO for traditional vacation and personal time, and to attend appointments or receive care for their own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care, or, for team members regularly

working in a state or local jurisdiction requiring the accrual and use of PSL, where consistent with applicable state or local PSL requirements, to:

- 1) attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- 2) take time off to address the psychological, physical, or legal effects of a family offense, a sexual offense, or human trafficking involving an team member or a family member, including to (a) obtain services from a domestic violence shelter, rape crisis center, or other services program; (b) participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the team member or team member's family members; (c) 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; (d) file a complaint or domestic incident report with law enforcement; (e) to meet with a district attorney's office; (f) enroll children in a new school; or (g) take any other actions necessary to ensure the health or safety of the team member or the team member's family member or to protect those who associate or work with the team member; or
- 3) take time off when an team member's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency or for other health-related reasons; or
- 4) take time off when a team member or a family member is quarantined by a public health authority or health care provider; or
- 5) take time off for maternity or paternity leave; or
- 6) take time off in connection with an team member's child to attend a school-related conference, meeting, 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.

Eligible part-time, seasonal, and temporary team members are not eligible for PTO but may accrue PSL for use consistent with state or local PSL requirements, for use only to attend appointments or receive care for their own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care, or, for team members regularly working in a state or local jurisdiction requiring the accrual and use of PSL, where consistent with applicable state or local PSL requirements, as described above.

Abuse of PTO, including PTO used as legally mandated PSL under state or local law, may result in disciplinary action up to and including termination. Team members must use PTO in increments of at least one (1) hour.

11-4. NOTIFICATION RELATED TO USE OF PTO AS LEGALLY-MANDATED PSL

If the need for PTO is related to any PSL requirement under state or local law and is foreseeable, team members should provide advance notice as soon as possible,

preferably at least seven (7) days in advance. If the need for PTO is related to any PSL requirement under state or local law and is *not* foreseeable, team members should provide notice of the need for PTO as soon as possible under the circumstances. Notice should be given to your manager as soon as possible.

11-5. SCHEDULING AND APPROVAL OF PTO FOR VACATION OR PERSONAL TIME

Use of PTO for reasons other than as PSL covered by state or local law will be subject to traditional scheduling and approval processes for vacation and personal time. See scheduling section of the handbook. Team members may not take more than 10 consecutive days of PTO for vacation or personal time without executive approval prior to the leave.

11-6. DOCUMENTATION RELATED TO USE OF PTO AS LEGALLY-MANDATED PSL

If a team member uses PTO related to any state or local PSL requirement for more than three (3) consecutive work days, the company may require reasonable documentation of the purpose for such leave.

The company also reserves the right to require documentation verifying a team member's need to use PTO related to any state or local PSL requirement if there are indications of a pattern of abuse, such as repeated use of unscheduled PTO related to any state or local PSL requirement on or adjacent to weekends, holidays, or pay day, regardless whether the team member has used PTO related to any state or local PSL requirements for more than three consecutive days.

11-7. PTO AND OVERTIME

PTO may only be used to bring a team member's total hours in a given workweek to 40 hours. As a result, PTO can never be used to create overtime. If the allotted PTO takes the team member over 40 hours in a work week, the amount of PTO used must be reduced so that the team member does not exceed 40 hours in the work week.

11-8. CARRYOVER OF UNUSED PTO

PTO should be used during the annual period in which it is received. Team members may carry over a maximum of eighty (80) hours of unused PTO into the next calendar year, except as otherwise required by applicable state or local law.¹ Any unused PTO will not be paid out.

11-9. ACCRUED, UNUSED PTO UPON TERMINATION OR RESIGNATION

Accrued, unused PTO will be paid upon resignation of employment, with appropriate notice. Appropriate notice of resignation is considered to be two (2) weeks for non-management and four (4) weeks for management roles.

Accrued, unused PTO will not be paid at termination, unless mandated by state law.²

PTO or Unpaid Time Off is not allowed, regardless if preapproved or not, during the resignation period, except in the case of PSL under applicable state or local law as shown

in *Attachment A*. Resignation period is defined as the time between when the team member gives notice of resignation and his/her last day of employment. All team members must work the entire resignation period.

Nothing in this policy alters a team member's status as an at-will team member or requires advance notice or good cause for termination.

11-10. COMPENSATION FOR PTO

Timekeeping documentation should clearly reflect all PTO taken for vacation, personal time, and paid sick leave. Team members are required to use the time and attendance system for requesting and tracking PTO requests. PTO will be compensated at the same hourly rate and with the same benefits as the eligible team member normally earns. When an eligible team member uses PTO, it will be paid in accordance with normal payroll procedures.

Employees in California, Colorado, Nebraska, and Montana may carry over all accrued but unused PTO each year. However, employees in these states will not accrue additional PTO any time their total PTO accrual reaches 120 hours (1.5 times their annual accrual amount). Once employees use additional PTO and their total accrual is less than this maximum accrual amount, they will begin to accrue additional PTO at the accrual rate above.

11-11. INFORMATION REGARDING PTO BALANCE

The amount of a team member's accrued and used PTO will appear on each paystub or wage statement. Please review the statement for accuracy and immediately contact Human Resources if you have questions regarding the statement. Employees may also check their PTO balance by logging into the company's timekeeping and attendance system.

11-12. CONCURRENCE WITH FMLA AND OTHER LEAVES

PTO absences that qualify under any state or local PSL requirement may also qualify under the federal Family and Medical Leave ("FMLA") or similar state laws. PTO related to such absences will be run concurrently with FMLA and state and local leave requirements to which a team member is entitled. Team members will not accrue PTO during FMLA or other leaves of absence.

11-13. STATE AND LOCAL PSL COMPLIANCE

To the extent that state or local laws mandate the accrual and use of PSL, this PTO policy is intended to ensure that team members who work in those jurisdictions are provided with PTO in accordance with applicable law.

The company prohibits discrimination or retaliation against team members because of a team member's request for, or use of, PTO as legally-mandated PSL under state or local law. If you believe that you have been treated unfairly on account of your use of PTO as legally-mandated PSL, or your request for PTO as legally-mandated PSL, please

immediately report this concern to Human Resources so that the matter may be reviewed and appropriate corrective action may be taken.

¹ Accrued but unused PTO will be paid out at termination or separation from employment to employees in California, Colorado, Illinois, Louisiana, Massachusetts, and Nebraska consistent with applicable state law.

Definitions

For purposes of this policy, and where consistent with applicable state or local PSL requirements:

"Children" shall include biological, adopted, and foster children, stepchildren, or legal wards of a team member or a team member's spouse, or children for whom a team member or a team member's spouse stands "in loco parentis" or to whom the team member stood "in loco parentis" when the individual was a minor.

"Eligible family member" shall include a team member's: (1) spouse, (2) children, (3) parents, (4) grandparents, (5) grandchildren, (6) siblings, and, in limited jurisdictions (7) any individual related by blood or affinity whose close association with the team member is the equivalent of a family relationship.

"Family offense matter" shall include an act or threat of an act that may constitute disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or blood circulation, assault, attempted assault, identity theft, grand larceny, coercion under applicable law between spouses or former spouses, or between parent and child or between members of the same family or household.

"Grandparents," "grandchildren," "parents," and "siblings" shall include biological, adopted, foster, and step-relationships, legal guardian, or ward relationships, or "in loco parentis" relationships, of the team member or the team member's spouse.

"Spouse" shall include domestic partners, registered domestic partners, civil union partners, life partners, or a designated person of the team member's choice.

Eligible team members should contact Human Resources with questions concerning whether any of the above definitions apply in a particular jurisdiction.

Attachment A

State	Jurisdiction	Accrual Caps	Carryover Limitations
Arizona	Statewide	40 hours annually.	40 hours.
Colorado ²	Statewide	48 hours annually.	48 hours.
Illinois	Chicago/Cook County, IL	40 hours annually.	60 hours.
Maryland	Statewide	40 hours annually; 64 hours total.	40 hours.
	Montgomery County, MD	56 hours annually.	56 hours.
Massachusetts	Statewide	40 hours annually.	40 hours.
Michigan	Statewide	40 hours annually.	40 hours.
New Jersey	Statewide	40 hours annually.	40 hours. ⁴
New Mexico	Bernalillo County, NM ⁵	28 hours annually. Effective 10/1/21: 44 hours annually. Effective 10/1/22: 56 hours annually.	Same as applicable accrual caps.
New York	Statewide ⁶	56 hours annually.	Unlimited.
Pennsylvania	Philadelphia, PA	40 hours annually.	Unlimited.
	Pittsburgh, PA	40 hours annually.	Unlimited.
Rhode Island	Statewide	40 hours annually.	Unlimited.

Note: Mandatory PSL is administered separately from PTO, unless the two are allowed to be combined according to state or local law.

² Alternatively, an employer may offer to cash out unused time. If employees do not accept the offer within 10 days, the offer is deemed declined. If the employee accepts, the employee must choose a full cash out or a 50% cash out. Any remaining time must be carried over, up to 40 hours.

³ Effective October 1, 2020. Also, the Bernalillo County, NM, ordinance is not technically a paid sick leave law. It provides paid leave for all purposes.

11-14. OFFICE CLOSINGS

If it is decided an office will be closed for any days other than the holidays listed in this handbook, non-exempt/hourly team members must use unpaid time or PTO for the time the office is closed. Exempt team members will follow rules as governed by the FLSA.

11-15. PTO APPROVAL DURING PEAK REQUEST TIMES

Management reserves the right to limit the number of team members who may take PTO during peak request times, which includes time around Company paid holidays.

Management has the responsibility to maintain proper staffing for all days that the office is open and seeing customers. Team members should plan their PTO time accordingly and make requests within a reasonable time period, yet not request so far in advance that others can't take PTO during peak request times.

Management will only approve PTO requests if the requesting team member has the accrued time available to use, the request is made in enough advance to maintain proper staffing levels, and the team member has not taken PTO during a previous peak time in the year.

Any conflicting PTO requests will be reviewed and granted based on seniority within the company.

SECTION 12 - HOLIDAY PAY AND INCLEMENT WEATHER

12-1. HOLIDAY PAY

The Company's core holidays are:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (3)

When observed holidays fall, or are celebrated on a regular workday, eligible full-time team members will receive one (1) day's pay (not to exceed normally scheduled work hours for day of observed holiday) at their regular straight-time rate. If a team member's normal work schedule is 10-hour days, the team member will receive 10 hours of holiday pay for each day they are regularly scheduled to work.

If a holiday falls on an employee's scheduled off-day, the employee may use available Floating Holidays to take another day off.

For an eligible team member to receive holiday pay, the team member must either request paid time off or work the scheduled day prior to and following the holiday. If a team member does not work their scheduled day prior to or following the holiday, the team member will not receive payment for the holiday. Requests for time- off prior to any holiday must be made at least forty-eight (48) hours in advance of the day requesting off or the time may be denied.

Eligible team members who work on a holiday will receive one (1) day's pay at their regular straight- time rate.

Full-time members are eligible for holiday pay immediately upon employment. When calculating overtime, holiday pay is not counted towards overtime.

12-2. INCLEMENT WEATHER

There may be extreme circumstances where weather conditions make it impossible for employees to work onsite or remotely. In all cases, team member safety will be the primary consideration. The CEO, may make the decision to close a location or amend business hours. This policy may apply to inclement weather or business closure due to other extreme circumstances.

Should any one location be closed or business hours altered, team members will be contacted by Management for further instructions. If a team member feels it is too dangerous to travel to work, the team member should contact their Supervisor at least sixty (60) minutes prior to the beginning of their shift to discuss their absence, make arrangements for late arrival, or report to another work location.

If a location is open and a team member is not able to safely arrive at work, the team member will take that day as PTO, or unpaid if the team member has no PTO available. Team members are, however, allowed to utilize unscheduled PTO for that day if they so choose. The policy for deductions from exempt team member's salary will apply.

If an office closes during the middle of a workday due to inclement weather, team members who are clocked in during the time the decision is made to close the facility will be made whole for their routine work schedule, up to 8 hours. Overtime will not apply to these hours since they aren't worked but rather inclement weather hours. Team members who are clocked out for the day when the determination is made to close the facility will not receive inclement weather pay for the remainder of that work day.

SECTION 13 - LEAVES OF ABSENCE

The Company realizes that you may need to take an extended period of time off from work for family, medical, and/or personal needs. The Company has policies that address the different types of leave available (FMLA, Reasonable Accommodation, Personal, Military, and Jury Duty), and lists the procedures, requirements, and obligation for each. Should any state law differ from this policy, the Company will comply with the applicable state law. Unless otherwise allowed by law, you are not allowed to be actively employed outside of the Company while on an approved leave of absence.

13-1. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Under the Family and Medical Leave Act of 1993, as amended (FMLA), a company must employ at least 50 individuals within a 75-mile radius. Enchanted Fairies does not meet the requirements at this time. Therefore, Enchanted Fairies does not offer FMLA.

13-2. PERSONAL LEAVE

If you are a full-time team member with at least 12 months of service, you may request an unpaid personal leave of absence under this policy for up to 30 days for non-medical reasons, family reasons, or medical reasons related to a family member that would not qualify for FMLA leave. (As such, this policy is not available to team members who need a leave of absence for their own medical reason, nor may it be useful to extend a team member's FMLA leave).

A request for personal leave of absence will be evaluated based upon the extenuating circumstances of the need for leave, as well as your performance, prior attendance, and the effect the leave would have on the business/workload if the request is approved. Personal leaves are approved at the sole discretion of the Company and are not guaranteed. Under extenuating circumstances and with the approval of Human Resources, an unpaid personal leave of absence may be extended for a duration greater than 30 days. However, such exceptions will be rare and based on the particular circumstances and need of the particular team member. During an approved personal leave of absence, you may elect to apply any available PTO during your approved period of leave.

While the Company will make every effort to return a team member to his/her same job or an equivalent job position, a team member on an unpaid personal leave of absence under this policy does not have guaranteed rights to job protection or re-employment. Any team member who does not return to work upon completion of a personal leave of absence will be terminated and considered to have voluntarily quit employment.

13-3. PARENTAL LEAVE

The Company will provide up to six (6) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly placed child.

Eligible employees must meet the following criteria:

- Have been employed with Company for at least 12 months.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full or part time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or domestic partner of the parent giving birth to a child.
- Have adopted a child or been placed with a foster child (child must be 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 6 weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or

placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 6-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 6 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 1-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 1-month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 1-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 1-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

13-4. MILITARY LEAVE

The Company is proud to honor and support military service members and their families, and we are committed to providing a military-friendly work environment. If you are called to perform duty in the uniformed services, you may request military leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or applicable local law, as applicable.

13-5. BEREAVEMENT LEAVE

We know the death of a family member is a time when you wish to be with the rest of your family. Full-time employees will be granted up to three (3) days with regular pay in the event of the death of an immediate family member. For the purposes of this policy, an immediate family member includes a spouse, domestic partner, child, parent, sibling, sibling-in-law,

parent-in-law, grandparent, grandparent-in-law, step-child, or child-in-law. An employee may, with approval, use additional available PTO for extra time-off as necessary. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

13-6. JURY OR WITNESS DUTY

The Company considers jury and witness duty an important civic responsibility. If you have at least 90 days of service, you are eligible for up to two weeks of paid time off per calendar year if you are summoned by the court to serve on a jury or be a witness. These hours will be paid based upon your normally scheduled work week. Any jury or witness duty in excess of two weeks will be unpaid, except where required by applicable law.

You should provide your supervisor with as much advance notice as possible, and you must provide a copy of the notice for jury or witness duty as well as a note for each day you are required to sit on the jury if chosen.

13-7. OUTSIDE ACTIVITY DURING DISABILITY

A number of approved benefits and leaves of absence are provided to team members who are unable to perform the essential functions of their job. Such leaves include FMLA and Reasonable Accommodation. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits a team member who is on any of these forms of leave from participating in any activity that would be precluded by their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate your medical restrictions. Violation of this policy may lead to disciplinary action, up to and including immediate termination of employment.

13-8. OTHER LEAVES OF ABSENCE

Should any state law provide additional leaves of absence, the Company will comply with the applicable state law. To that extent, you may be eligible for time off for:

- Certain judicial proceeding for related victims of crime, domestic violence, and/or sexual assault;
- Appearances at school or daycare activities by a parent;
- Emergency duty as a volunteer firefighter; a reserve peace officer, or emergency rescue personnel;
- Volunteer firefighter training;
- Voting in a statewide election;
- Leave related to domestic violence;
- Leave related to being a military spouse;
- Leave related to Civil Air Patrol emergency responses;
- Time off for literary assistance;
- Jury duty (proof may be requested);
- State or local paid sick leave.

To request any of these non-FMLA leaves, please contact the Human Resources department to begin the application process.

13-9. LEAVE RULES

Leave of Absence Application

When the need for a leave of absence is foreseeable (such as birth of a child or planned surgery), you must request the leave as soon as possible, but no later than two (2) weeks in advance. For unforeseen events (such as accidental injury or illness), you are required to request the leave as soon as it is possible to do so.

If you need to request a Reasonable Accommodation leave under the ADAAA, Personal Leave, or Military Leave, please contact the Human Resources department to begin the application process.

Medical Certification

If you are seeking a leave of absence for medical reasons, you must provide medical certification. Failure to provide complete medical certification may result in denial or delay of your leave. Additional medical certification may also be required for long absence periods.

Maximum Period of Leave

Except where otherwise prohibited by law, you may not remain on any leave of absence or combined leaves of absence for longer than 12 weeks (26 weeks for military caregiver leave) in a rolling 12-month period unless you are on an approved Military Leave of Absence. If you are unable to perform your job functions at the conclusion of 12 weeks of leave due to your own physical or mental disability, the Company will engage in the interactive process with you to discuss potential reasonable accommodation options that do not create an undue hardship. The Company complies with the requirements of the ADA and all applicable state disability laws. Nothing herein should be read or interpreted differently.

Benefits and Pay While on Leave of Absence

Leaves of absence may be unpaid. Pursuant to Company policy, you will be required use paid time off (PTO) during approved leaves before going on unpaid status. Please contact Human Resources for further information regarding pay while on leave.

During a leave of absence, if you have chosen to participate in the Company's health insurance program, your health care benefits will continue as if you were still employed. When you return from your leave of absence, you will be required to repay any unpaid team member benefit contribution payments unless you make arrangements with the Company to repay benefits during your leave.

If your leave, for any reason, extends beyond 12 weeks your benefits will terminate in accordance to the Company plan and you will be eligible for COBRA coverage, should you elect to continue benefits.

SECTION 14 - IN CONCLUSION

14-1. A FEW CLOSING WORDS

This Handbook is intended to give you a broad summary of things you should know about the Company. The information in this Handbook is general in nature and, should questions arise, any member of Management should be consulted for complete details. While we intend to continue the policies, rules, and benefits described in this Handbook, the Company in its sole discretion may always amend, add to, delete from, or modify the provisions of this Handbook and/or change its interpretation of any provision set forth in this Handbook. Please do not hesitate to speak to Management if you have any questions about the Company or its employment policies.

SECTION 15 - ADDENDUMS

California (San Francisco)

Colorado

Illinois

New Jersey

Tennessee

CALIFORNIA POLICY ADDENDUM

(SAN FRANCISCO)

CALIFORNIA (SAN FRANCISCO) ADDENDUM—For San Francisco, CA Employees Only

Paid Family Leave Supplemental Compensation for New Child Bonding

To our San Francisco, CA employees, please note that Enchanted Fairies' must provide Supplemental Compensation in the amount of the difference between the employee's normal weekly wage and the CA PFL benefit amount, up to a cap. The 2020 maximum CA PFL benefit is \$1,300 per week. PFL will be paid up to eight (8) weeks within a 12-month period. Employee must have worked for the Company a minimum of 180 days before PFL starts, worked at least 8 hours per week in the geographical boundaries of San Francisco, and worked at least 40% of their total hours in the geographical boundaries of San Francisco. Please contact a member of the Human Resources Department if you have any questions about the policies in this Addendum.

COLORADO POLICY ADDENDUM

COLORADO ADDENDUM—For Colorado Employees Only

To our Colorado employees, please note that where Colorado law provides for or offers greater protections to our employees, Colorado law will govern. Please contact a member of the Human Resources Department if you have any questions about the policies in this Addendum.

Paid Sick Leave

This policy, in partnership with any applicable paid time off ("PTO") policy, is intended to ensure that all eligible employees who work in Colorado will receive and be permitted to use paid sick leave ("PSL") in accordance with the Colorado Healthy Families and Workplaces Act ("HFWA").

Accrual, Use and Carryover of Paid Leave

Eligible employees who work in Colorado will accrue PSL at the rate of 1 hour of PSL for every 30 hours worked, up to an annual maximum of 48 hours per benefit year. PSL will accrue concurrently with, and not in addition to, paid time off ("PTO") under any applicable policy. For purposes of this policy, "hours worked" does not include time spent on paid leave or time spent on unpaid leave. New hires will be eligible to accrue PSL effective on their date of hire and will be eligible to use the PSL once it is accrued.

Employees may accrue PSL during the benefit year. For purposes of this policy, the benefit year is measured from January 1 through December 31. Any accrued but unused PSL up to 48 hours at the end of the benefit year may be carried forward to the next benefit year. However, any accrued but unused PSL will not be paid out at the end of each annual period, and no more than 48 hours of leave may be used per benefit year.

Permitted PSL Uses

PSL benefits may be used for any of the following purposes:

- The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
- A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

For purposes of this policy, "eligible family member" is defined as (1) a spouse under the laws of any state; (2) a registered domestic partner (3) a biological, adopted or foster child, stepchild or legal ward, or a child to whom an employee or an employee's spouse stands in loco parentis; (4) a biological parent, foster parent, adoptive parent, or legal guardian or a person who stood in loco parentis when the employee was a minor; (5) a grandparent or grandchild; and (6) a sibling. PSL is not for "personal" absences not identified in the preceding paragraphs and may not be used for personal absences, vacations or for hours of work outside an employee's regular schedule.

Guidelines for PSL Use

PSL may be used in increments of one or more hours. An employee will not be charged with more PSL hours than the employee actually took (measured in hours), or charged with more PSL hours than the number of hours he/she was scheduled to work on the day or shift PSL is taken.

PSL is not considered hours worked for purposes of overtime.

When the need for PSL is foreseeable, such as scheduled medical or personal appointments, or vacations, employees should provide as much advance notice as possible to their managers, and work with their managers to schedule the leave to minimize disruption to the department. When the need for PSL is not foreseeable, employees should notify their managers or Human Resources as soon as practicable, and no later than the scheduled start of the workday whenever practicable. Employees may be required to provide appropriate documentation for sick leave of three or more consecutive workdays, as allowed by applicable law.

In addition to the foregoing, upon the declaration of a public health emergency, the Company will provide employees with a one-time emergency sick leave supplement with the number of hours needed for (1) employees who normally work 40 or more hours in a week to have access to 80 hours of total paid leave; and (2) employees who normally work under 40 hours in a week to have access to paid leave hours that are at least the greater of the number of hours the employee (a) is scheduled for work or paid leave in the upcoming fourteen-day period, or (b) actually worked on average in the fourteen-day period prior to the declaration of the public health emergency. During the entire duration of a public health emergency, employees may use (a) the PSL accrued prior to the declaration date of the public health emergency for any of the reasons above and (b) the supplemental emergency sick leave provided upon the

declaration of the public health emergency for the following reasons: (1) needing to self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency; (2) seeking a diagnosis, treatment, or care (including preventive care) of such an illness; (3) being excluded from work by a government health official, or by an employer, due to the employee having exposure to, or symptoms of, such an illness (whether or not they are actually diagnosed with the illness); (4) being unable to work due to a health condition that may increase susceptibility or risk of such an illness; or (5) caring for a child or other family member who is in category (1), (2), or (3), or whose school, child care provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency. Such emergency sick leave supplement will not be paid out upon termination and may only be used during the public health emergency, up to four weeks after the date of the official termination or suspension of the emergency declaration.

It is the Company's intent, to the maximum extent allowed by law, to utilize a combination of this policy and any applicable PTO policy to satisfy the HFWA's leave requirements. Together, these policies will afford employees the opportunity to take PSL (1) in at least an amount of hours and with pay sufficient to satisfy the HFWA and applicable rules, (2) for all the same purposes covered by the HFWA and applicable rules, and (3) under all the same conditions as under the HFWA and applicable rules. However, usage of PTO will concurrently deplete accrued PSL, and vice versa, so additional PSL / PTO may not be provided if employees use all of their available PTO for non- HFWA-qualifying reasons and request leave in excess of the 48-hour threshold, unless emergency sick leave is required as provided above.

The company does not pay out accrued, unused PSL at the time of termination, regardless of the reasons, e.g., voluntary, or involuntary termination.

The company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, legally-mandated paid leave under state or local law. If you believe that you have been treated unfairly on account of your use of legally-mandated paid leave, or your request for legally-mandated paid leave, please immediately report this concern to Human Resources so that the matter may be reviewed and appropriate corrective action may be taken.

To the extent that anything in this policy conflicts with a requirement of governing federal, state, or local law, the governing law will apply. Further details may be found in the Colorado Workplace Public Health Rights Poster, a copy of which is included below.

THE HEALTHY FAMILIES & WORKPLACES ACT ("HFWA"): Paid Leave Rights

Coverage: Employers with at least 16 employees are required to provide paid leave under the HFWA

- Employees earn 1 hour of paid leave per 30 hours worked ("accrued leave"), up to 48 hours a year.
- Up to 80 hours of supplemental leave applies in a public health emergency (PHE), until 4 weeks after the PHE ends.
- Regular hours and pay set the rate of accrual and compensation for leave, during which benefits continue.
- Up to 48 hours of unused accrued leave carries over for use the next year.
- For details on specific situations (irregular hours, non-hourly pay, etc.), see Wage Protection Rule 3.5, 7 CCR 1103-7.

Employees can use accrued leave for the following safety or health needs:

- (1) a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- (2) domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal, or other services needs;
- (3) has a family member experiencing a condition described in category (1) or (2); or
- (4) in a PHE, a public official closed the workplace, or the school or place of care of the employee's child.

In a public health emergency (PHE), employees can use supplemental PHE leave for the following needs:

- (1) self-isolating or work exclusion due to exposure, symptoms, or diagnosis of the communicable illness in the PHE;
- (2) seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
- (3) being unable to work due to a health condition that may increase susceptibility to or risk of such an illness; or
- (4) caring for a child or other family in category (1)-(3), or whose school or child care is unavailable due to the PHE.

During a PHE, employees still earn up to 48 hours of accrued leave and may use supplemental leave before accrued leave.

Employer Policies (Notice; Documentation; Incremental Use; Privacy; and Paid Leave Records)

- **Written notice and posters.** Employers must (1) provide notice to new employees no later than other onboarding documents/policies; and (2) display updated posters, and provide updated notices to current employees, by end of year.
- **Notice for "foreseeable" leave.** Employers may adopt "reasonable procedures" in writing as to how employees should provide notice if they require "foreseeable" leave, but cannot deny paid leave for noncompliance with such a policy.
- **An employer can require documentation to show that leave was for a qualifying reason only if leave was taken for four or more consecutive work days** (i.e. days on which an employee would have worked, not calendar days).
- **Documentation is not required to take paid leave**, but can be required as soon as an employee can provide it after returning to work or separating from work (whichever is sooner). **No documentation can be required for PHE leave.**
- **To document leave for an employee's (or an employee's family member's) health-related need**, an employee may provide: (1) a document from a health or social services provider if services were received and document can be obtained in reasonable time and without added expense; *otherwise* (2) the employee's own writing.
- **To document that an employee (or an employee's family member) required leave for a need related to domestic abuse, sexual assault, or criminal harassment**, an employee may provide: a document or writing under (1) above (e.g. from a provider of legal or shelter services) or (2) above, or a legal document (e.g., a restraining order or police report).
- **If an employer reasonably deems an employee's documentation deficient**, the employer must: (A) notify the employee within seven days of either receiving the documentation or the employee's return to work or separation (whichever is sooner), and (B) give the employee at least seven days to cure the deficiency.

- **Incremental use.** Depending on employer policy, employees can use leave in either hourly or six-minute increments.
- **Employee Privacy.** Employers cannot require employees to disclose "details" about an employee's (or their family's) HFWA-related health or safety information; such information must be treated as a confidential medical record.
- **Records must be provided upon request.** Employers must provide documentation of the current amount of paid leave employees have (1) available for use, and (2) already used during the current benefit year, including any supplemental PHE leave. Information may be requested once per month or when the need for HFWA leave arises.

Retaliation or Interference with HFWA Rights

- **Paid leave cannot be counted as an "absence"** that may result in firing or another kind of adverse action.
- **An employee can't be required to find a "replacement worker" or job coverage when taking paid leave.**
- **An employer cannot fire, threaten, or otherwise retaliate against, or interfere with use of leave by**, an employee who: (1) requests or takes HFWA leave; (2) informs or assists another person in exercising HFWA rights; (3) files a HFWA complaint; or (4) cooperates/assists in investigation of a HFWA violation.
- **If an employee's reasonable, good-faith HFWA complaint, request, or other activity is incorrect**, an employer need not agree or grant it, but cannot *act against* the employee for it. Employees *can* face consequences for misusing leave.

THE PUBLIC HEALTH EMERGENCY WHISTLEBLOWER LAW ("PHEW"): Worker Rights to Express Workplace Health Concerns & Use Protective Equipment

Coverage: All Employers and Employees, Plus Certain Independent Contractors

- PHEW covers not just "employers" and "employees," but all "**principals**" (an employer or a business with at least 5 independent contractors) and "**workers**" (employees or independent contractors at a "principal").

Worker Rights to Oppose Workplace Health/Safety Violations During Public Health Emergencies:

- It is unlawful to retaliate against, or interfere with, the following acts during, and related to, a public health emergency:
 - (1) **raising reasonable concerns**, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or a significant workplace health or safety threat;
 - (2) **opposing or testifying, assisting, or participating** in an investigation or proceeding about retaliation for, or interference with, the above-listed conduct.
- A principal need not address a worker's PHEW-related concern, but it still cannot fire or take other *action against* the worker for that reason, as long as the concern was reasonable and in good-faith.

Workers' Rights to Use Their Own Personal Protective Equipment ("PPE"):

- A worker must be allowed to **voluntarily wear their own PPE** (mask, faceguard, gloves, etc.) if the PPE (1) provides **more protection** than equipment provided at the workplace, (2) is **recommended** by a government health agency (federal, state, or local), and (3) does not make the worker **unable to do the job**.

COMPLAINT RIGHTS (under both HFWA & PHEW)

- Violations may be reported to the Division as complaints or anonymous tips, or may be filed as in court after exhausting pre-lawsuit remedies.

This Poster summarizes two Colorado workplace public health laws, SB 20-205 (paid leave) and HB 20-1415 (whistleblowing and personal protective equipment). It does not cover other health or safety laws, rules, and orders, including under the federal Occupational Safety and Health Act (OSHA), from the Colorado Department of Public Health and Environment (CDPHE), or from local public health agencies. Contact those agencies for such health and safety information.

This poster must be displayed where it is easily accessible to workers, shared with remote workers, provided in languages other than English as needed, and replaced annually.

For full versions of these laws, more detailed fact sheets, or questions, information, or complaints as to these or other labor laws, contact:
Division of Labor Standards and Statistics, coloradolaborlaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936.

Colorado Military Leave

In addition to the Military Leave provided under Federal law, full-time regular employees who are members of the Colorado National Guard or United States Armed Forces Reserves will be granted up to 15 days unpaid leave each year for duty and training.

Domestic Abuse, Sexual Assault, and Stalking Leave

Employees are provided up to three working days of leave without pay if it is necessary for you to protect yourself from domestic abuse, sexual assault, or stalking. If possible, the employee should give advance notice of the need for leave. Employees may use sick leave as provided in this policy, if applicable. If sick leave is not applicable or available, paid time off may be used for this time off. The Company may require documentation justifying the need for such leave. The Company will not discriminate against you for using this leave and will keep confidential the information you provide.

Jury Duty Leave

The Company supports you fulfilling your legal obligation to serve on a jury. Employees will be excused from work for jury duty and must provide proof of jury duty summons to his or her Supervisor as soon as possible. The Company will pay regular wages, up to \$50 per day, to all employees for the first three days of jury service, or part thereof.

Court Attendance and Crime Victims Leave

Employees who are required to appear in court to testify or participate in a legal proceeding will be permitted to take unpaid leave if paid leave is not available. Speak with your Supervisor as soon as possible if you believe you need to take leave under this policy.

Time Off to Vote

The Company encourages you to vote. You should vote either before or after your scheduled work hours, if possible. If you do not have three (3) or more non-work hours available while the polls are open on Election Day, the Company will grant up to two (2) hours of paid time off to vote, which the Company reserves the right to schedule. Employees should request time off to vote from their Supervisor before the Election Day.

Volunteer/Emergency Services and Disaster Workers Leave

The Company provides an employee who is a qualified under State law and who is called into service by a volunteer organization for a disaster up to fifteen (15) days of unpaid leave in a calendar year, so long as the Company does not deem the employee to be essential to the operation of the Company's daily enterprise, the employee's absence would not cause the Company to suffer economic injury, and the employee provides proof he or she is a qualified volunteer.

Meal and Rest Periods

Meal Periods

Non-exempt employees who work five (5) or more hours in a day are entitled to take a 30-minute duty-free unpaid meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning

and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

No manager or supervisor is authorized to instruct an employee to forego a meal period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to HR.

Rest Periods

The Company provides non-exempt employees with the opportunity to take a 10-minute paid rest period for every four (4) hours worked (or a major fraction thereof), which should be taken as far as practicable in the middle of each work period. No work should be performed during a rest period. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a Supervisor. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to clock in or out for their rest periods. Rest periods may not be waived to shorten the work day or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that all rest periods during the pertinent pay period were taken. More details regarding rest period entitlement are included in the Colorado Overtime and Minimum Pay Standards ("COMPS") poster provided with this Addendum.

Lactation Break

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, employees will still be paid.

Employees have the right to request lactation accommodation. Employees should notify the employee's immediate Supervisor when requesting an accommodation to express breast milk under this policy. The Company must respond to every lactation accommodation request and will also make a reasonable effort to provide the employee with the use of a private room, or other location in close proximity to the employee's work area for the employee to express milk in private. The Company does, however, reserve the right to deny an employee's request for a lactation break in addition to other breaks provided if the additional break time will seriously disrupt operations. In the event an accommodation is denied, the Company must provide the employee with a written response that identifies the basis for denial. If employees encounter a violation with this policy, they may contact Human Resources or file a formal complaint with the Labor Commissioner. Retaliation for an employee exercising the right to request lactation accommodations is prohibited.

Equal Pay

The Company is committed to equal pay and will provide equal pay to both men and women performing substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. All open jobs will be posted as required by Colorado law and will include anticipated salary ranges as well as other

information about the position. Employees with questions about job openings should contact Human Resources.

Personal Protection Equipment

Employees who wish to use personal protection equipment ("PPE") in addition to PPE provided by the Company, if any, are permitted to do so if the additional PPE provides more protection than the Company's provided equipment, is recommended by a government health agency, and does not result in an inability to perform a work task. Employees with questions regarding PPE should contact Human Resources. Further, employees with concerns about workplace health or safety, including any concerns related to PPE, should contact Human Resources. The Company does not retaliate against employees seeking to use PPE or who raise concerns about workplace safety.

Final Paycheck

If an employee voluntarily resigns, all wages and accrued and unused vacation will be paid at the time of the employee's next regularly scheduled pay day. If an employee is terminated, all wages and accrued vacation will be paid immediately upon termination, unless the Company's accounting unit is not scheduled to be working at the time of the separation. If the accounting unit is onsite, payment will be made within six (6) hours of the start of its operation. If the accounting unit is offsite, payment will be made within twenty-four hours of the start of its operation.

Overtime

Overtime Rate: non-exempt employees will be paid time and one-half of the regular rate of pay for any work in excess of:

- 1) Forty (40) hours per workweek;
- 2) Twelve (12) hours per workday, or
- 3) Twelve (12) 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.

Colorado Overtime and Minimum Pay Standards Order

The Company incorporates Colorado Overtime and Minimum Pay Standards Order ("COMPS") into the Colorado State Addendum. Please see written notice below. By signing the Employee Handbook acknowledgment, employees are also acknowledging receipt of this written notice. Please reach out to Human Resources with any questions.



Colorado Minimum Wage: \$12.32 per hour, or \$9.30 for Tipped Employees, effective 1/1/2021.

- The minimum wage adjusts annually by inflation; next year's COMPS Order and Poster will provide the 2022 minimum wage.
- The minimum wage applies to all adults and emancipated minors, whether paid hourly or any other basis (salary, commission, piecework, etc.), unless exempted by COMPS Order Rule 2. Unemancipated minors may be paid 15% below the minimum.
- The federal minimum wage (\$7.25) and any local minimum wages (including \$14.77 in Denver as of 1/1/21) may also apply. If work is covered by multiple minimum or overtime wage rules, the rule with the higher wage or standard applies.

Overtime: 1½ times the regular pay rate for hours over 40 weekly, 12 daily, or 12 consecutive.

- Hours in two or more weeks cannot be averaged in computing overtime.
- Employers may not provide time off (often called "comp time") instead of time-and-a-half premium pay for overtime hours.

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours.

- Employees must be completely relieved of all duties, and allowed to pursue personal activities, for meal periods to be unpaid.
- If work makes uninterrupted meal periods impractical, eating an on-duty meal must be permitted, and the time must be paid.
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts.

Rest Periods: 10 minutes, paid, every 4 hours.

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Rest periods need not be off-site but must not include work and should be in the middle of the 4 hours to the extent practical.
- Two 5-minute rest periods, instead of one 10-minute, are permitted if employees and employers agree voluntarily and without coercion, and if 5 minutes is enough to go back and forth to a bathroom or other place where a genuine break would be taken. Additional flexibility with 5-minute periods applies to agriculture, Medicaid home care, and collectively bargained work.
- Employers that do not authorize and permit rest periods must pay extra for the work time that would have been rest periods.

Time Worked: Time employers allow performance of labor/services for their benefit must be paid.

- All time on-premises, on duty, or at prescribed workplaces (but not just letting off-duty employees be on-premises), including:
 - putting on or removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-the-clock duty;
 - awaiting assignments at work, or receiving or sharing work-related information; or
 - security/safety screening, clocking/checking in or out; or
 - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not. For more on travel and sleep time, see Rule 1.9.2.

Deductions, Credits, & Charges from Wages: Subject to limits in C.R.S. 8-4-105 and below.

- Tip credits of up to \$3.02 per hour (lowering minimum wages to \$9.30) are allowed for those regularly, customarily receiving over \$30 per month in tips. If hourly pay plus tips is below the full minimum wage, the employer must pay the difference.
- Meal credits are allowed for the cost or value (without employer profit) of a voluntarily accepted meal.
- Lodging deductions are allowed only if housing is voluntarily accepted by the employee, primarily for the employee's (not employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (depending on the housing type).
- Uniforms that are ordinary clothes, without special material or design, need not be provided; other uniforms must be provided at no cost. Employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear.

Exemptions from the COMPS Order: All listed in Rule 2; key exemptions listed below.

- Executives/supervisors, decision-making administrative employees, and professionals (Rule 2.2.1-3) paid the exempt salary:

2021	2022	2023	2024	Each Year After 2024
\$40,500	\$45,000	\$50,000	\$55,000	Prior year's salary, inflation-adjusted

- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management (2.2.5).
- Highly technical computer-related employees (defined in 2.2.10), if paid at least \$27.63 per hour.
- Various in-residence workers, including property managers, range workers, and camp/outdoor education field staff (2.2.7).
- Various, but not all, types of salespersons (2.2.4, 2.4.1, 2.4.2) and taxi drivers (2.2.6).
- Certain medical transportation and hospital/nursing home employees have modified overtime rules (2.4.4, 2.4.5).
- Downhill ski/snowboard employees, including on-mountain food but not lodging, are exempt from 40-hour overtime (2.4.3).
- Agriculture (2.3) and some transportation (2.4.6) jobs are exempt from overtime and meal periods, and have more flexible rest periods (agriculture) or no (transportation) rest periods.

Complaint & Anti-Retaliation Rights.

- The Division of Labor Standards and Statistics (contact info at the bottom of this Poster) accepts complaints and tips as to violations of COMPS or other wage rights under federal, state, or local law. Alternatively, employees may file lawsuits in court.
- Parties liable for unpaid wages include the employer as an entity, and individuals with operational control over the entity.
- Employers cannot retaliate by threatening, coercing, or discriminating for purposes of reprisal, interference, or obstruction, as to actual or anticipated wage investigations, hearings, complaints, or proceedings.
- Violations of wage or anti-retaliation provisions may be reported to the Division as complaints or anonymous tips.
- Immigration status is irrelevant to wage rights. The Division will investigate and rule on complaints without asking, reporting, or considering status. Using status to interfere with rights is illegal under Wage Protection Rule 4.8 and other applicable law.

This poster must be displayed where easily accessible to workers, included in any existing employee handbook or manual, shared with remote workers, provided in languages other than English as needed, and replaced annually.

This Poster summarizes key wage rules in the COMPS Order, but not all, and should not be relied upon as complete information. For the full Order, more detailed fact sheets, or for questions, information, or complaints as to wage or other labor laws, contact:

Division of Labor Standards and Statistics, coloradolaborlaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936.

Colorado Handbook Addendum Acknowledgment

This Colorado Handbook Addendum supplements the Employee Handbook, and is a guide to general employment procedures and policies of the Company. The Colorado Addendum is for information purposes only, and is not a contract of employment. Any company procedure or policy, including any policy, procedure, or provision in or referred to in this Addendum, may be modified, amended, or deleted by the Company at any time, with or without notice.

This Addendum does not in any way alter the employment status of our employees, which is "at-will." This means that either you or the company can terminate the employment relationship at any time, for any or no reason, with or without cause, and with or without notice.

By Signing this handbook acknowledgement form, I acknowledge receipt of the Colorado Addendum to the Employee Handbook and the Colorado COMPS Order #37 Poster, which is incorporated into the Colorado Addendum. I acknowledge that if I have any questions, I can reach out to Human Resources.

ILLINOIS POLICY ADDENDUM

ILLINOIS ADDENDUM—For Illinois Employees Only

To our Illinois employees: please note that wherever Illinois law provides for or offers greater protections to our employees, Illinois law will govern. Please contact a member of the Human Resources Department if you have any questions about any policies in this Addendum.

HARASSMENT IN ILLINOIS

The Company hopes that any incident of sexual harassment can be resolved through the internal Reporting Procedure outlined in the handbook. However, in Illinois, employees have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 300 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

The State of Illinois also has created a Sexual Harassment Helpline: 1-877-236-7703 which is administered by the Illinois Department of Human Rights (IDHR).

ADMINISTRATIVE CONTACTS

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

United States Equal Employment Opportunity Commission

(EEOC) Chicago: 800-669-4000

Chicago TTY: 312-869-8001

RELIGIOUS ACCOMMODATION IN ILLINOIS

The Company complies with Title VII of the Civil Rights Act of 1964 and prohibits discrimination based on team members' religious beliefs. The Company will consider reasonable accommodations for team members that need any accommodation based on a sincerely held religious belief. Any team member who has a request for a religious accommodation should contact the Human Resources Department. The Company will consider reasonable accommodations for sincerely held religious beliefs that do not create an undue hardship on the business.

PREGNANCY ACCOMMODATIONS IN ILLINOIS

- **Eligibility:** This policy applies to all applicants or employees of the Company in the State of Illinois, and controls where it may conflict with the Company's other policies.
- **General Provisions:** The Company complies with employment laws applicable to mothers and expectant mothers, including the Family Medical Leave Act, Pregnancy Discrimination Act, Americans with Disabilities Act, and Illinois Human Rights Act. In Illinois, it is the Company's policy to make reasonable accommodations for pregnancy, childbirth and medical and common conditions related to pregnancy and childbirth if requested by an applicant or employee, and agreed upon.
- **Procedure for Requesting Accommodations:**
Illinois applicants or employees that require accommodation(s) for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth shall make the request to her immediate supervisor or Human Resources, which will work with them to determine any effective reasonable accommodation(s). An accommodation(s) may not be reasonable where it poses an undue hardship on the Company.
- The employee may be required to provide documentation from her physician to support the need for the reasonable accommodation(s). Documentation may include the medical justification for the requested accommodation(s), a description of the reasonable accommodation(s) that is medically advisable, the date the reasonable accommodation(s) became medically advisable, and the probable duration of the reasonable accommodation(s).
- Employees have the right to reject any unsolicited accommodation offered by the Company. Additionally, teammates have the right to continue working during a pregnancy if a reasonable accommodation is available which would allow the teammate to continue to perform her job.
- **Enforcement:**
The Company prohibits discrimination, harassment, and retaliation against applicants and employees for requesting and/or using accommodation(s). If an applicant or employee experiences such prohibited conduct, they must file a complaint with the Company as set forth in the Company's policies. Employees have the right to file a charge with the Illinois Department of Human Rights within 300 days of the conduct and/or the United States Equal Employment Opportunity Commission within 300 days of the conduct.

Illinois Department of Human Rights

Chicago: 312-814-6200 or
800-662-3942

Chicago TTY: 866-740-
3953

Springfield: 217-785-5100

Springfield TTY: 866-740-
3953

U.S. Equal Employment Opportunity
Commission

Chicago: 800-669-4000
Chicago TTY: 800-869-8001

ILLINOIS BREASTFEEDING/LACTATION

Effective August 21, 2018, the Illinois Nursing Mothers in the Workplace Act was amended to provide paid break time to nursing mothers to express milk as needed during work hours.

During at least the first year after her child is born, a nursing mother may take lactation breaks whenever she needs, for a “reasonable” time. Employers must provide a private location in close proximity to the employee’s work space, other than a bathroom stall, for this purpose.

The break time may run concurrently with other breaks already provided to the employee. The employee’s compensation may not be reduced for the time used for expressing milk or nursing a baby.

VICTIM’S ECONOMIC SECURITY AND SAFETY ACT (VESSA) LEAVE OF ABSENCE POLICY

POLICY OVERVIEW

Under the Illinois Victims’ Economic Security and Safety Act of 2003 (“VESSA”), each eligible employee in Illinois is entitled to 12 weeks of unpaid leave during any 12-month period. If this leave also qualifies as leave under the Family and Medical Leave Act (“FMLA”) then this VESSA leave runs concurrently (meaning, at the same time) with leave under FMLA. Therefore, each time an employee takes leave under either the FMLA or VESSA for an FMLA qualifying reason, the remaining leave entitlement is any balance of the 12 weeks that has not been used during the immediately preceding 12-month period. An employee may take VESSA leave if the employee or a family or household member (includes spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household) was a victim of a sexual assault, stalking, or domestic violence and requires the leave for one or more of the following reasons:

- to seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s family or household member;
- to obtain services from a victim services organization for the employee or the employee’s family or household member;
- to obtain psychological or other counseling for the employee or the employee’s family or household member;
- to participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee’s safety; or
- to seek legal assistance or remedies to ensure health and safety of the employee or employee’s family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence.

An employee’s health insurance coverage, including family coverage, will be continued during the leave, provided that the employee was covered under such policy prior to the leave and provided that the employee continues to pay his or her portion of the premiums, if applicable.

An employee is not guaranteed that he or she will be returned to his or her exact position; however, an employee will be returned to the same or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment unless the position was eliminated for legitimate business reasons. Employees will not forfeit benefits they have already earned, such as paid time off pay, but will not accrue additional employment benefits during any period of leave. An employee may use any paid time off that has accrued.

ELIGIBILITY

For purposes of VESSA, an employee is eligible if he or she is employed by the Company on either a full- time or part-time basis in the state of Illinois.

NOTICE AND CERTIFICATIONS

If an employee wishes to take a leave because he or she or a family member was a victim of domestic or sexual violence, the employee 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. When an unscheduled absence occurs, the Company will not take any action if the employee, within a reasonable time after the leave commences, notifies the Company as soon as practicable. In addition, the Company may require the employee to submit a certification that that the employee or a member of the employee's family or household was a victim of domestic or sexual violence and that the leave is for one of the eligible purposes under VESSA. If requested, certification is a sworn statement from the employee and a copy of:

(i) documentation from an employee, agent, or volunteer of a victim services organization; an attorney; a member of the clergy; or a member or other professional from whom the employee or the employee's family or household member has sought assistance to address the effects of the violence; (ii) a police or court order; or (iii) other corroborating evidence.

TIMING OF LEAVE

An employee may take a leave intermittently or on a reduced schedule basis when the leave is taken because he or she or a household member is seeking assistance due to domestic or sexual violence. When leave is taken intermittently or on a reduced schedule basis, the total amount of the leave will not be reduced. An employee may be required to transfer temporarily to a position that has equivalent pay and benefits and that better accommodates recurring periods of leave.

Intermittent or reduced schedule leave for medical reasons will not be permitted unless the employee, in the case of foreseeable treatment, makes a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations and he or she provides thirty days' notice, or as much notice as the required treatment permits. In addition, an employee must provide the Company with a doctor's certification that sets forth the medical necessity of the intermittent or reduced schedule leave and the duration of such leave.

RETURNING FROM LEAVE

If an employee fails to return after VESSA leave for reasons within the control of the employee, the Company is entitled to recover the cost of any premium that was paid for maintaining health coverage for the employee. If an employee fails to return to work after a VESSA leave due to: (i) the continuation, reoccurrence, or onset of domestic or sexual violence that qualified for

VESSA leave; or (ii) other circumstances beyond the control of the employee, the Company is not entitled to recover the cost of any premiums paid and the Company may require the employee to provide certification of the reason for his or her inability to return to work. If the Company requests such certification, it shall include a sworn statement from the employee and documentation from an employee, agent, or volunteer of a victim services organization; an attorney; a member of the clergy; or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence; a police or court record; or other corroborating evidence. COBRA continuation rights will commence at the time the employee's health coverage terminates for failure to return to work.

NON-DISCRIMINATION UNDER VESSA

The Company will not fail to hire, refuse to hire, discharge, constructively discharge or harass, retaliate against, or otherwise discriminate against any individual in any form or manner, because:

1. The individual:

- is or is perceived to be a victim of domestic or sexual violence;
- attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member of the individual was a victim, or requested or took VESSA leave;
- requested an accommodation in the workplace in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted; or
- exercised any rights provided for under VESSA or this policy, or opposed any company made unlawful by VESSA (including filing charges or proceedings under VESSA, providing information in connection with any proceeding under VESSA, or testifying, or is about to testify, in any proceeding under VESSA); or

2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

Requests for Accommodation (VESSA)

The Company will provide reasonable accommodations to the known limitations resulting from circumstances relating to an employee being a victim of domestic or sexual abuse or an employee's family or household member being a victim of domestic or sexual abuse so long as the individual is an otherwise qualified individual as defined in Section 30(b)(2) of VESSA, and who is (a) an applicant or employee of the Company; and (b) a victim of domestic or sexual abuse, or with a family or household member who is a victim of domestic or sexual abuse (provided the employee is not the perpetrator). The Company is not required to provide such accommodations if it would impose an undue hardship on the Company's operations.

NEW JERSEY POLICY ADDENDUM

NEW JERSEY ADDENDUM—For New Jersey Employees Only

To our New Jersey employees: please note that wherever New Jersey law provides for or offers greater protections to our employees, New Jersey law will govern. Please contact a member of the Human Resources Department if you have any questions about any policies in this Addendum.

New Jersey Family Leave Act Policy

Employees working in New Jersey may be eligible for family leave under the New Jersey Family Leave Act (NJFLA), as described below. This policy is only a summary of Employees' rights under the NJFLA. If there are any differences between the NJFLA and the summary below, the NJFLA will govern.

Eligibility for NJFLA

To be eligible for NJFLA leave, an employee must: (1) have been employed by the Company in New Jersey for at least 12 months, (2) have worked for the Company for at least 1000 hours in the 12 months preceding the date the leave is requested to begin, **and** (3) work for an employer with at least 30 Employees.

Please contact the Human Resources Department to determine whether you are eligible for NJFLA leave.

Leave Entitlement

An eligible employee is generally entitled to 12 workweeks of unpaid leave in a 24-month period (a rolling 24 month period measured backward from the date the leave is requested to begin) for the following reasons: 1) to care for a family member with a serious health condition ("caregiver leave"); or 2) to care for a newborn child or a child placed with the Employee through adoption or foster care ("bonding leave").

NJFLA bonding leave must be commenced (not completed) within 12 months of the child's birth, adoption, or foster care placement.

If an employee requests leave for a reason that is covered by both the NJFLA and another leave law (such as the FMLA or the SAFE Act) the leave will count simultaneously against the employee's entitlement under each respective law.

The terms "family member," "child" and "serious health condition" have specific definitions under the NJFLA. Please contact your Supervisor or Human Resources for more information.

Substitution of Accrued Paid Leave

NJFLA leaves of absence are generally granted without pay. However, employees may be eligible for compensation while absent on NJFLA leave in certain circumstances:

Employees may elect to use available paid time off while on NJFLA leave.

Employees may be eligible to receive Family Leave Insurance (wage replacement) benefits from the State of New Jersey while on NJFLA leave. Please see section below entitled "Compensation from the State - FLI Benefits" for a complete discussion of Family Leave Insurance Benefits.

Even if not requested by an employee, the Company may require employees to use available paid time off while on NJFLA leave. However, employees will not be required to use available PTO in lieu of Family

Leave Insurance (FLI) benefits. If an employee applies and qualifies for FLI benefits from the State, the employee may elect to receive FLI benefits before being required to use his/her available accrued PTO. If an employee's leave continues after the employee has exhausted his/her FLI benefits, then the employee will be required to use all available accrued PTO. After exhaustion of all available accrued PTO, the leave will be unpaid.

PTO time and time while FLI benefits are received will run concurrently with NJFLA leave.

Intermittent/Reduced Schedule Leave

Employees may take NJFLA bonding leave on a continuous, intermittent, or reduced work schedule basis. Employees may take NJFLA caregiver leave on a continuous basis or, when certified as medically necessary by a health care provider, on an intermittent or reduced work schedule basis.

NJFLA leave taken on an intermittent basis or a reduced schedule basis must be completed in a 12 consecutive month period.

Requesting and Scheduling Leave

Bonding Leave

When an employee takes bonding leave on a continuous basis, the employee must give the Company 30 days' advance notice when the need for leave is foreseeable, and if not, as much notice as possible.

When an employee takes bonding leave on an intermittent or reduced leave schedule basis, the employee must give the Company 15 days' advance notice when the need for leave is foreseeable, and if not, as much notice as possible. The employee should make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide the Company, prior to the first day of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

Caregiver Leave

When an employee takes caregiver leave on a continuous basis, the employee must give the Company 30 days' advance notice if possible, and if not, as much notice as possible.

When an employee takes caregiver leave on an intermittent or reduced leave schedule basis, the employee must give the Company 15 days' advance notice if possible, and if not, as much notice as possible. The employee should make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide the Company, prior to the first day of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

Even in the absence of a request for family leave, the Company will designate leave taken for reasons that qualify as family leave as approved NJFLA leave and charge the leave taken against the employee's NJFLA leave entitlement.

Required Certifications

At the time an employee requests family leave, he/she will be requested to submit an appropriate Certification (in some cases the Company's Certification request may be made after the employee's leave request is made, such as in the case of unforeseen leave). Blank Certification forms are available from the Human Resources Department.

An employee must return the required Certification to the Supervisor or Human Resources Department within 15 days after the employee requests leave unless it is not practicable under the circumstances to do so. In such cases, the employee must return the completed Certification as soon as possible and practical. If an employee fails to provide timely Certification after being requested to do so, the employee's leave request may be denied until the Certification is provided.

If the Certification submitted by the employee is incomplete or insufficient, the employee will be given written notification of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information, unless it is not practicable under the circumstances to do so. If an employee fails to cure the deficiencies after being requested to do so, the employee's leave request may be denied.

In cases where the Company does not agree with the assessment of the employee's family member's health care provider, the Company may require a second opinion at the Company's expense by another health care provider. In the case of a conflict between the first two opinions, the Company may require, and must pay for, a third opinion by a health care provider jointly designated by the Company and the employee. The third opinion will be binding.

Job/Benefits Protection

An eligible employee who takes leave is entitled, upon return from leave, to be reinstated to his or her previous position of employment, or to an equivalent position with equal pay, benefits and other terms and conditions of employment. There are certain exceptions to this requirement, including in the case of layoffs that occur during leave affecting the Employee's position and in the case of "Key Employees."

Employees must notify the Company of their intention to return to work at least two weeks prior their return to work date. An employee who desires to return to work earlier than scheduled must give the Company at least two (2) days prior notice of his/her intent.

An employee who takes family leave is not entitled to the accrual of additional benefits or seniority that would have occurred during the period of leave. However, employees are entitled to accrue hours of service (service credit) during periods of paid leave.

Compensation from the State - FLI Benefits

A New Jersey employee who takes bonding or caregiver leave may be eligible for Family Leave Insurance (FLI) benefits from the State. FLI benefits are intended to compensate employees for wage loss experienced while taking these types of family leave. Employees who apply and qualify for FLI benefits are eligible to receive 2/3 of their average weekly wage (up to a maximum set by the State) for a maximum of 6 weeks when leave is taken on a continuous basis or in intermittent weekly increments (or 42 days when leave is taken in intermittent daily increments) per 12-month period. *Effective July 1, 2020*, employees will be eligible to receive 85% of their average weekly wage (up to a maximum set by the State)

for a maximum of 12 weeks when leave is taken on a continuous basis or in intermittent weekly increments (or 56 days when leave is taken in intermittent daily increments) per 12-month period.

The following additional eligibility terms apply to FLI benefits:

- Employees may receive FLI benefits for bonding leave taken on a continuous basis or an intermittent basis. Employees may receive FLI benefits for caregiver leave taken on a continuous basis or, when certified as medically necessary, on an intermittent basis.
- Employees must give the Company at least 30 days' notice prior to commencing bonding leave on a continuous basis unless the commencement time of the leave is unforeseeable. Employees intending to take such leave on an intermittent basis must give the Company at least 15 days prior notice unless an unforeseen emergency precludes prior notice.
- Employees must give the Company notice in a reasonable and practicable manner prior to commencing caregiver leave on a continuous basis unless an unforeseen emergency precludes prior notice. Employees intending to take such leave on an intermittent basis must give the Company at least 15 days prior notice unless an unforeseen emergency precludes prior notice.
- Employees apply for FLI benefits from the State by submitting a claim form to the State, which are available from the Human Resources Department.
- Eligibility for FLI benefits is determined by the State, not the Company.

Employees who take bonding or caregiver leave under the NJFLA are permitted to, but not required to, apply for FLI benefits from the State. If an employee elects not to apply for FLI benefits when taking bonding or caregiver leave, the Company's normal rules regarding the substitution of paid leave will apply.

An employee may be eligible for FLI benefits from the State even if he/she is not eligible for family leave under the NJFLA.

The Company may require certification from a health care provider supporting the need for FLI. A separate notice describing employees' rights to FLI benefits is available from the Human Resources Department.

Domestic Violence/Sexual Assault Victim Leave Policy

Under the New Jersey Security and Financial Empowerment Act (SAFE Act), an eligible employee who (1) is a victim of an incident of domestic violence or sexual assault or (2) whose family member is a victim of such an incident, is entitled to unpaid leave for various medical and legal purposes, as explained below. This policy is only a summary of employees' rights under the SAFE Act. If there are any differences between the Act and the summary below, the Act will govern.

Eligibility for Leave

To be eligible for leave, an employee must: (1) have been employed by the company for at least 12 months, (2) must have worked at least 1,000 hours during the 12-month period immediately preceding the leave, **and** (3) work for an employer with at least 25 Employees.

Please contact the Supervisor or Human Resources Department to determine whether you are eligible for SAFE leave.

Reasons for Leave

An eligible employee may take leave for purposes of:

- 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;
- Obtaining services from a victim services organization for the employee or the Employee's family member;
- Obtaining psychological or other counseling for the employee or the employee's family member;
- 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;
- 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
- 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.

Amount of Leave

Under the SAFE Act, an eligible employee is entitled to 20 days of unpaid leave during the 12-month period following an incident of domestic violence or sexual assault for any of the reasons stated above. An eligible employee is also entitled to 20 days of unpaid leave for any subsequent incidents of domestic violence or sexual assault, but no more than 20 days of leave may be taken during any 12-month period. Leave may be taken intermittently in intervals of no less than a day.

Substitution of Paid Leave/Coordination with Other Leave Laws

SAFE leaves of absence are generally granted without pay. However, employees may be eligible for compensation while absent on SAFE leave in certain circumstances:

Employees may elect to use available accrued paid time off ("PTO") while on SAFE leave.

An employee who is disabled as a result of an incident of domestic violence or sexual assault may be eligible for Temporary Disability Insurance (wage replacement) benefits from the State of New Jersey while on SAFE leave. Please contact the Supervisor or Human Resources Department for more information.

Employees who are not disabled but otherwise eligible for SAFE leave may be eligible to receive Family Leave Insurance (wage replacement) benefits from the State of New Jersey while on SAFE leave. Please see section above in the New Jersey Family Leave Act ("NJFLA") Policy entitled "Compensation from the State - FLI Benefits" for a complete discussion of Family Leave Insurance Benefits.

Even if not requested by an employee, the Company may require employees to use available accrued paid time off while on SAFE leave. However, employees will not be required to use available paid time off in lieu of Family Leave Insurance (FLI) benefits. If an employee applies and qualifies for FLI benefits from the State, the employee may elect to receive FLI benefits before being required to use his/her available paid time off. If an employee's leave continues after the employee has exhausted his/her FLI benefits, then the employee will be required to use all available paid time off. After exhaustion of all available paid time off, the leave will be unpaid. If an employee requests leave for a reason that is covered by both the SAFE Act and the NJFLA, the leave will count simultaneously against the employee's entitlement under each respective law.

PTO time and time while FLI benefits are received will run concurrently with SAFE leave.

Requesting and Scheduling Leave

If the need for leave under this policy is foreseeable, an employee must provide the Company with advance written notice of the need for leave. The notice must be provided to the Store Manager on duty or Human Resources Department as far in advance as is reasonable and practical under the circumstances, unless an emergency or other unforeseen circumstances precludes prior notice.

Required Documentation

An employee must submit documentation in support of his/her leave request. Any one of the following forms of documentation will be deemed sufficient:

- A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- Medical documentation of the domestic violence or sexually violent offense;
- Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or Employee's family member is a victim of domestic violence or a sexually violent offense; or
- Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or the employee's family member.

Confidentiality

The Company will maintain the confidentiality of any documentation provided by an employee in support of his/her leave request, and any information regarding a leave taken under this policy and, if applicable, the employee's failure to return to work, unless disclosure is voluntarily authorized in writing by the employee or is required by a federal or state law, rule, or regulation.

Employees are advised that any information they submit to the Company regarding their SAFE Act leave should be directed to Human Resources.

Discrimination and Retaliation Prohibited

Discharging, harassing, or otherwise discriminating or retaliating against any employee for exercising his/her rights under the NJ SAFE Act is strictly prohibited. An employee who believes he/she has been subjected to any such improper conduct should contact the Human Resources Department immediately.

Conscientious Employee Protection Act "Whistleblower Act"

It is unlawful in New Jersey for an employer to take retaliatory action against any Employee who discloses, threatens to disclose, objects to, or provides information to a governmental body about, any activity that the employee reasonably believes is unlawful, fraudulent, criminal, or incompatible with a clear mandate of public policy. Employees who are aware of any such activity, or who believe they have been subjected to retaliation for disclosing, threatening to disclose, objecting to, or providing any information about any such activity, should immediately report the matter to the designated Company contact.

TENNESSEE POLICY ADDENDUM

TENNESSEE ADDENDUM—For Tennessee Employees Only

To our Tennessee employees, please note that where Tennessee law provides for or offers greater protections to our employees, Tennessee law will govern. Please contact a member of the Human Resources Department if you have any questions about the policies in this Addendum.

Adoption, Pregnancy, and Nursing Leave

If an employee has been employed by the Company for 12 consecutive months as a full time employee, the employee is eligible for up to 4 months of unpaid leave for adoption, pregnancy, childbirth or nursing an infant. The employee should give the Company 3 months advance notice of the leave, including the expected length of leave and the employee's intent to return, except in the case of a medical emergency or receipt of a notice of adoption that is less than three months away. The employee's use of this leave shall not otherwise affect the employee's vacation time, sick leave, advancement, bonuses, benefits or other terms or conditions of the employee's employment.

The Company does not have to pay for the employee's benefits during this type of leave unless the Company pays for benefits during all other types of leave. Upon the employee's return from leave, the employee is entitled to be restored to the employee's former position or a similar position with the same status, pay, length of service credit and seniority, where applicable. However, if: 1) the employee's position is so unique that the Company cannot, after reasonable efforts, fill the position temporarily, or

2) the employee actively pursues other employment or work for another employer during leave, then the Company will not be required to reinstate the employee at the end of the employee's leave.