



WELCOME TO CREATIVE CIRCLE

Freelance Employee Handbook



CONGRATULATIONS!

You've just joined the roster of the best and brightest creative pros in the country. As the newest member of our incredibly talented team, you can look forward to rewarding assignments at the top advertising, design, marketing, and digital firms around.

ABOUT THIS GUIDE

To ensure a great experience at your new assignment and to help you succeed there, we've created this handbook to tell you what you can expect from Creative Circle and what we expect from you.

If you have questions about anything in this booklet, please contact a recruiter in your local office or call the Human Resources department at [323-930-2333](tel:323-930-2333).

Thank you for joining Creative Circle.
We're thrilled to have you on the team.

THE FINE PRINT

- The contents of this handbook don't constitute a contract or a guarantee of continued employment.
- Employment with Creative Circle is "at will." Either you or the company may terminate the employment relationship at any time, with or without cause or notice. Creative Circle is a division of ASGN Incorporated and this "at-will" policy cannot be changed, unless done so in writing by ASGN Incorporated's chief executive officer.
- From time to time, it may be necessary for the company to revise any or all of this Freelance Employee Handbook. The company reserves the right to do so and will keep the online version updated with the most recent changes. Please review the handbook periodically as you will be responsible for adhering to all the guidelines and policies it contains. It can be viewed at creativecommons.com/candidateinfo.

Table of Contents

OUR HIRING PRACTICES 4

Pre-employment Paperwork
Offers of Assignment
Reference Checks, Background Checks & Drug Testing
Benefits
WOTC

NOW THAT YOU'RE ON ASSIGNMENT 7

Timekeeping
Payroll Information
Self-Service
Overtime and Meal/Rest Periods
Leaves of Absence
FMLA
Military Leave
Sick Pay
Expenses
The 12-Month Working Agreement
Non-Exclusivity
Unemployment
Verification of Employment
Keeping in Touch

YOUR RESPONSIBILITIES & STANDARDS OF CONDUCT 13

Ethical Business Practices
Meeting Client Expectations
Attendance & Punctuality
Drugs & Alcohol
Maintaining a Violence-Free Workplace
Company Property
Workplace Searches
Use of Electronic Media
Confidentiality

KEY EMPLOYMENT POLICIES 17

Equal Employment Opportunity (EEO) Policy
Discrimination & Harassment Policy
Complaint Procedure
Disability Accommodations
Safety
Employment Law
State Supplements

WHISTLEBLOWER POLICY 20

CALIFORNIA SUPPLEMENT 21

CONNECTICUT SUPPLEMENT ... 35

DISTRICT OF COLUMBIA SUPPLEMENT 39

ILLINOIS SUPPLEMENT 45

MINNESOTA SUPPLEMENT 48

NEW JERSEY SUPPLEMENT 57

NEW YORK SUPPLEMENT 66

OREGON SUPPLEMENT 79

PENNSYLVANIA SUPPLEMENT 81

RHODE ISLAND SUPPLEMENT 86

TENNESSEE SUPPLEMENT 93

VIRGINIA SUPPLEMENT 96

WASHINGTON SUPPLEMENT 99

Our Hiring Practices

PRE-EMPLOYMENT PAPERWORK

There are several documents you completed (perhaps electronically) before you were placed on assignment. These included a candidate profile and an I-9 form, if you are working in the U.S.

Throughout your employment with us, we may ask you to update your candidate profile (specifically the skills section) and to provide us with an updated resume and portfolio so that we can present you to clients with your latest work product. If your skills and/or portfolio have changed significantly, please notify a recruiter in your local office so that we can update this information.

The I-9 form and accompanying E-Verify process is important to ensure you have a legal right to work in the U.S. As mandated by law, you are required to complete this form, along with required documents, before we can place you as a freelance employee with our clients. Depending on the length of time between assignments, how long ago you completed an I-9 form with us, and whether one of the documents you used to verify your identity or right to work in the U.S. has expired, we may need you to come back into the office to complete a new form at some point during your employment with us.

If you are placed in a regular, full-time position working for one of our clients directly, you will be asked to complete an I-9 with your new employer.

OFFERS OF ASSIGNMENT

All offers of work at Creative Circle's client facilities will be made based on skills, experience and availability. Please keep in touch with the Creative Circle recruiting team at your local office regarding your availability and provide an updated resume when you acquire new skills or experience. This will ensure that our recruiters are equipped to find you the best possible work opportunities.

When Creative Circle has an assignment that matches your background, a recruiter will contact you to check on your interest and availability. If you are interested in the assignment, you should follow up immediately either via email or by phone. Do not hesitate to decline an assignment if you have prior commitments that will prohibit you from completing it. Don't worry, declining an assignment will not prevent you from being considered for other assignments in the future.

Once you have accepted an assignment, we expect that you will continue on that assignment until the project is completed or the assignment ends. When 31 days have passed since your last Creative Circle paycheck was processed and you have not been placed on another assignment, your employment with Creative Circle will terminate, unless you are on an approved leave of absence.

Please advise your office's recruiting team immediately if you are no longer available for work through Creative Circle so that we can note this in your candidate profile. Of course, should you become available again, let us know and we'll ensure your candidate file is updated. If it's been a while since we last worked with you, we may ask you to come in to refresh your skill profile and job history so that we can accurately present you to our clients. We may also ask you to complete certain employment forms (e.g., the I-9) again if needed.

REFERENCE CHECKS, BACKGROUND CHECKS & DRUG TESTING

Creative Circle complies with the policies and practices of clients that require us to conduct pre-employment background checks on candidates who accept an assignment with them. The specific information obtained in a background check is dictated by our clients and may include verification of any information on the candidate's resume or application form as well as educational and employment history, criminal records and history, credit reports and credit history information, public court records (e.g., bankruptcies, tax liens and judgments), motor vehicle and driving records, drug/alcohol test results, and Social Security verification and address history, subject to any limitations imposed by applicable federal and state law. This information may be obtained from public records and private sources, including credit bureaus, government agencies and judicial records, former employers, educational institutions and other sources, as required by the client. Creative Circle further ensures that we will comply with all FCRA and CRA requirements as outlined in the background disclosure notices.

When a background check is required by our client, all offers of assignment are conditioned on receipt of a background check result that is acceptable to that client. Reports are kept confidential and are only viewed by individuals in Creative Circle's Human Resources department.

If information obtained in a background check would lead Creative Circle or the client to deny employment, a copy of the report will be provided to you, and you will have the opportunity to dispute the report's accuracy.

In addition, as part of our commitment to clients, Creative Circle conducts separate reference checks with the references you provided to us as part of your application process. Typically, these checks are conducted prior to your first assignment, but occasionally, they may occur later. We will not contact your current employer if you request that we not do so. Whereas background checks and/or drug testing may occur throughout your employment relationship with Creative Circle to meet the needs of individual clients, reference checks are most commonly conducted only once and will not need to be repeated.

BENEFITS

As a Creative Circle temporary freelance employee, you are eligible for various benefits including ACA (Affordable Care Act) qualified medical insurance, critical illness and accident, life and dental insurance, vision insurance, holiday pay, and a 401(k) plan with a company match. Some of these benefits are available to you immediately upon the start of an assignment, and others require that you meet certain

hours requirements. Benefit information can be found at creativecircle.com/benefits.

Questions can be sent to benefits@creativecircle.com.

WOTC

When you came to Creative Circle for your interview, you should have seen the notice that we are a WOTC employer. This means that we participate in the federal program known as the Work Opportunity Tax Credit (WOTC).

This program is designed to encourage employers to hire and retain employees from certain targeted groups and individuals living in certain areas. Due to our participation, our parent company, ASGN Incorporated, may receive tax credits for hiring people in these groups. Upon hire, you received, or will receive, a request to complete a WOTC questionnaire. Completing the questionnaire is voluntary, and you can choose not to participate if desired.

Now That You're on Assignment

TIMEKEEPING

The first time you begin a new assignment with Creative Circle, you will be sent login credentials for our timecard portal. At the end of each week you're on assignment:

- Fill out your timecard accurately and completely within the portal.
- Use the portal to submit your timecard to your client supervisor for authorization.
- Ensure your supervisor authorizes the completed timecard by the payroll deadline, which is every Monday at 5 p.m. Pacific Time (subject to change on pay periods surrounding holidays).
- Watch for an email confirmation that your timecard has been processed by the Payroll team.

More information about the timecard portal, including a link to the portal itself and further instructions on how to use it, can be found at creativecircle.com/candidateinfo.

PAYROLL INFORMATION

Creative Circle's pay period runs Monday through Sunday. Paydays are on each Friday following the end of the pay period. In order to be paid each Friday, your client supervisor must approve your timecard by 5 p.m. Pacific Time on the Monday following the end of each pay period. Timecards received after the Monday deadline will be processed with the following week's payroll.

Paychecks will be mailed to the address we have on file for you, unless you sign up for direct deposit. Direct deposit is a no-cost, safe, efficient way to deposit your paychecks to the financial institution of your choice. If you choose direct deposit, your weekly pay statement can be viewed electronically via the ADP self-service portal (information below), or they too will be mailed to you each week to the address we have on file.

Payroll deductions, including state and federal income and other taxes, will be deducted pursuant to state and federal laws, based on your completed and signed W-4 and state withholding forms. You can change your federal deduction at any time by logging into the ADP self-service portal described below; however, all state forms must be completed and emailed/faxed to the Payroll department for processing.

If you are not signed up for direct deposit and have not received your check within five business days, please notify our Payroll department so that we can issue a new check and stop payment on the original.

You can find information on how to sign up for direct deposit or change your federal or state tax deductions at payroll@creativecircle.com or calling [323-930-3112](tel:323-930-3112).

SELF SERVICE (TRACKING YOUR PAY ELECTRONICALLY)

Through ADP, Creative Circle's payroll provider, we are able to offer you online access to your earnings statements and W-2 forms, as well as the ability to edit your W-4 and set up your direct deposit 24 hours a day, seven days a week. This is available through ADP's self-service portal. To register with self-service:

- Before registering, it is important to wait until your first timecard has been entered and processed.
- Once you have submitted your first timecard, please visit workforcenow.adp.com.
- Click on 'Register now.'
- Enter the Self Service Registration Pass Code found on the timecard portal homepage.
- Enter personal information as instructed (name, DOB, etc.).
- Enter the last four digits of your Social Security Number.

You will then be prompted to complete a registration process during which you must answer a few security questions and select a password. Your password must contain between eight and 20 characters and at least one alpha and one numeric character. You will be assigned a system-generated user ID.

After completing the registration process, you may access your pay statements, edit your W-4 and view your historical pay data. A quick reference guide for ADP iPay can be found at creativecircle.com/candidateinfo.

During the registration process, you will be given the option to "Go Green." By agreeing to this option, you will receive all your pay information electronically and will no longer receive printed and mailed pay statements. Although this option is not mandatory, we encourage you to join with us in supporting a green philosophy.

OVERTIME AND MEAL/REST PERIODS

You are classified as a temporary, non-exempt employee, regardless of your job title or responsibilities while on assignment. As a non-exempt employee, you will be eligible to receive overtime pay and will be required to take legally mandated meal and rest periods. Please ensure you have the approval of your client supervisor to work overtime before you incur it.

In most states, overtime is paid at 1½ times your regular hourly wages for all work in excess of 40 hours per workweek. Additionally, some states provide overtime pay at 1½ times your regular hourly wages for all work in excess of eight hours per day. If you have questions, please consult a Creative Circle recruiter or the Human Resources department regarding overtime laws in your state.

Each state also has guidelines regarding required meal and rest periods. Mandated meal/rest periods should be taken without exception. Rest periods are typically 10 minutes per each four hours worked and are typically paid. Similarly, in most states you are entitled to at least a 30-minute unpaid meal period if you work 5 or more hours per day. This break must be notated on your timecard.

LEAVES OF ABSENCE

If you'd like to take time off and would prefer we not present you for any job opportunities for a period of time, let us know. We can place you in a "do-not-contact" status at any time (provided you're not currently on assignment). We will put you back on "active" status again when you're ready.

If you need to take a period of time off work while you're on assignment and the reason for your time off is covered by state or federally mandated leave provisions, we'll work with you to figure out the details. Creative Circle will provide any state or federally mandated leaves of absence including under the Family Medical Leave Act (FMLA) and USERRA (military leave), both of which are explained below. Some leaves require you to work for the company for a specific length of time or for a certain number of hours within the year, or may require a doctor's note before the leave will be granted and again upon your return to ensure you're medically able to resume work. All leaves of absence are unpaid.

During any approved leave of absence, you may retain medical benefits, if you signed up to participate, provided you continue to pay the employee premium for these benefits. Your insurance coverage will cease if your premium payment is more than 30 days late.

Although we will make every effort to return you to the same or equivalent position that you held prior to the start of leave, your right to job restoration or to other benefits and conditions of employment is no greater than if you had been continuously at work and not taken leave. For example, if the client would have ended your assignment during the leave, or if the assignment was for a specific term or was to work on a specific project and the term or project ended before you returned to work, you will be unable to return to that specific assignment. We will, however, begin looking for a new assignment that is in keeping with your skills and work goals.

Please consult with a local recruiter or the Human Resources department at Creative Circle if you need to take a leave of absence and we will explain the specific requirements and parameters of your leave. And of course, keep us informed about your planned date of return when your leave is coming to an end.

FAMILY & MEDICAL LEAVE (FMLA)

The company will grant family and medical leave to any freelancer on an active assignment in accordance with the requirements of applicable federal and state law at the time the leave is granted. If eligible, you would be entitled to take up to 12 weeks of unpaid, job-protected leave within a 12-month period. If you are a covered service member's spouse, child, parent or next of kin, you may be entitled to take up to 26 weeks of FMLA in a single 12-month period to care for a service member with a serious injury or illness. When it is medically necessary or otherwise permitted, employees may take leave intermittently. The right to job-protected leave is subject also to the normal or anticipated length of the assignment you're in when the leave begins. Your rights to job restoration are no greater than if you had continued on the assignment and not taken leave. In other words, if the assignment ends before you return to work, you will be unable to return to that specific assignment. In that case, we will look for a new assignment that is in keeping with your skills and experience.

To be eligible for FMLA, you must:

1. Have worked for Creative Circle for at least 12 months

2. Have worked at least 1,250 hours over the previous 12 months as of the start of the leave
3. Work at a location where we have at least 50 employees within 75 miles of your worksite

FMLA leave may be used for one of the following reasons, in addition to any reason covered by state family/medical leave law:

- Your inability to work because of a qualifying serious health condition
- The birth of a child or placement of a child for adoption or foster care
- To bond with a child (within one year of the child's birth or placement)
- To care for your spouse, child, or parent who has a serious health condition
- For qualifying exigencies related to the foreign deployment of a military member who is your spouse, child, or parent

Please give us as much advance notice regarding your need for leave as possible, preferably 30 days or more before the start of your leave. Once we receive notice we will put you in touch with the vendor we use who manages our leaves and they will work with you to get the paperwork completed. They will also ensure you receive the proper notices and are informed as to whether you qualify once your application is processed. You do not need to share a medical diagnosis, but must provide enough information to determine if the leave qualifies for FMLA protection. If it is determined that you are ineligible for an FMLA qualified leave, you will be provided with a reason.

You can contact the U.S. Department of Labor if you would like additional information or would like to file a complaint. They can be reached at [866.487.9243 \(866.4.USWAGE\)](tel:866.487.9243) or www.dol.gov/whd.

MILITARY LEAVE

Creative Circle is committed to protecting the job rights of employees absent on military leave. You will not be discriminated against or denied employment, reemployment or any other benefit of employment on the basis of taking a leave protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA) or any other federal or state military leave law. Contact the Creative Circle Human Resources department if you would like more information on our military leave practices.

SICK PAY

Some cities and states have passed sick leave laws and if you work in one of the cities or states impacted, Creative Circle will track and maintain records of your accrued sick leave. If you are covered under sick leave legislation, you can log into the Creative Circle Timecard portal to see how much sick leave you have accrued (if any). Just go to the My Data tab and look for your "sick time balance." Although you may begin to accrue and view sick leave as soon as you're on an assignment, sick leave may not be used until the 90th calendar day after your start date with Creative Circle.

Further information, including information on sick pay benefits and rules can be found at creativecircle.com/candidateinfo.

The following applies to sick leave:

- Sick leave cannot be claimed for the same hours that are claimed as regular working hours.
- As with all time cards, sick leave requests should be turned in promptly. Requests for sick leave that

are submitted more than 21 days after the actual date(s) of the sick leave will be denied.

- Unused paid sick leave will not be paid out upon termination of an assignment.
- If you are rehired within 12 months of the date of your last assignment, any previously accrued but unused paid sick leave will be reinstated.
- Creative Circle may require reasonable documentation of the reason for requesting sick leave lasting three or more consecutive days.
- If you know you are going to use sick time, you need to inform your client, as well as your Creative Circle recruiter, as soon as possible. Attempting to use sick time that the client and recruiter are unaware of may not be paid out.

EXPENSES

While working for Creative Circle, you may incur travel or other related expenses for a client. It is important that your client supervisor approve all expenses prior to you incurring them and that you follow their expense reimbursement policy. If you incur expenses, please contact your recruiting team to get instructions on how to submit an expense report. In most cases, you will submit your expense report to us and we will reimburse you and then include the amount on our invoice to the client. But in other cases, the client may prefer to reimburse you directly. Reports must be submitted within one month of the expenses being incurred.

THE 12-MONTH WORKING AGREEMENT

The Candidate Placement Agreement you signed when you started working with us states: “If you receive an offer of full-time, part-time or temporary employment with one of our clients within 12 months of the date we introduce you to this client, or within 12 months after your assignment ends with that client (whichever is later), that employment opportunity needs to go through Creative Circle.” Given the long-term nature of many of our client and candidate relationships, as well as certain contractual obligations, we need to keep track of what happens with you and the clients we introduce you to. A couple of specifics regarding this provision:

- If a client that you have been introduced to through Creative Circle contacts you regarding a job, another project, or an interview, you can either contact the Recruiter who placed you on this assignment or ask the client to contact us directly.
- In the event you’ve never gone on assignment with this client, the 12 months starts from the last point of introduction. This may be a phone screen or an interview or our initial presentation of your background and portfolio to this client.
- If you have been on multiple assignments with this same client, the 12 months starts from the last day of the last assignment.
- The agreement is company-specific, not job or contact-specific so these guidelines would govern any possible assignment, project, or job at the client we introduced you to.

Your best bet if you’re unsure about this aspect of our working relationship is to contact someone on your local office’s recruiting team who can answer your questions.

NON-EXCLUSIVITY

As you were likely told during your interview, our employment relationship with you is non-exclusive. This is due to the needs of our clients and the fact we are typically placing people in short-term, temporary assignments. It is highly unlikely that we will be able to keep you employed full time on a long-term basis, so we encourage you to continue looking for work and to continue your job search independently. Creative Circle is here to supplement your existing search efforts, not to replace them.

UNEMPLOYMENT

Once your assignment has ended, you may be eligible to apply for unemployment in accordance with your state's unemployment laws. Please inform your recruiter of any changes in your availability to work as soon as possible. Details of your assignment as well as your availability to work are all factors that may affect unemployment eligibility. Creative Circle will review claims received and provide information as requested by state agencies regarding your employment.

Questions regarding unemployment can be directed to HRAdmin@creativecircle.com.

VERIFICATION OF EMPLOYMENT

If you need to verify employment or income, please direct the request to HRAdmin@creativecircle.com and we'll be happy to help.

KEEPING IN TOUCH

Now that you have joined our team, it is important to keep in touch with your Creative Circle recruiting team on a regular basis, even when you are on assignment.

When to Contact Us:

- To communicate your status regarding work availability
- In response to an email or phone call regarding a possible assignment
- If you have questions or concerns about your assignment, timecard or paycheck
- If you have been asked to do work other than what was originally described to you or work for which you feel unqualified
- If you are injured on the job or are concerned about your safety while on assignment
- If you feel you are being treated unfairly, are being harassed, or feel uncomfortable in any way
- If the client extends the assignment past the original time frame or offers you regular, full-time employment
- If the client refers you to another company for freelance, temporary or full-time employment.

Additionally, we need to be able to reach you so please notify us if you change your address or phone number. A change of address form can be found at creativecircle.com/candidateinfo.

Please turn in a completed form to payroll@creativecircle.com or via fax to [323-930-2366](tel:323-930-2366).

Your Responsibilities & Standards of Conduct

ETHICAL BUSINESS PRACTICES

Creative Circle conducts its business affairs with honesty, integrity, and in compliance with governmental rules and regulations. We adhere to the highest standards of business ethics in dealing with our employees, clients, vendors, and the general public. As a Creative Circle employee, you are expected to conduct yourself honestly, ethically, and in compliance with all applicable laws, rules, and regulations at all times.

MEETING CLIENT EXPECTATIONS

While performing your job duties, interacting with clients, attending company or client-sponsored events, traveling on behalf of a client, and communicating via phone or email, how you behave is a reflection of both yourself and Creative Circle. Therefore, it is important to understand that we expect everyone associated with our company to hold themselves to the highest standard of conduct. We ask that you conduct yourself in a manner that will strengthen Creative Circle's reputation with customers, vendors, fellow employees, and the business community.

All client and Creative Circle employees must be treated with courtesy and respect at all times. Our clients vary in terms of their values, culture and expectations in regards to work ethic and communication style. As a representative of Creative Circle's professional team, it is important you learn about their expectations and do your best to meet them. This applies to dress and grooming as well. Expectations for appropriate dress at client sites will be set by the client and you will need to comply. If you are unsure of what is expected in any aspect of your job responsibilities, dress, communication style, or behavior, please discuss this directly with your client supervisor. If you're uncomfortable doing so, talk to the recruiter who booked you on your assignment. They will be happy to get answers to any questions you may have.

ATTENDANCE & PUNCTUALITY

You are expected to be on time and ready to work each day of your assignment and to work your entire scheduled shift. Tardiness and unexcused absences reflect badly on you and Creative Circle. Please contact your client supervisor and your Recruiter if you know you will be late or absent.

DRUGS & ALCOHOL

Creative Circle has a 'zero tolerance' policy regarding the manufacture, distribution, dispensing, use, possession and sale of illegal drugs, controlled substances (drugs listed in schedules I through V of

Section 202 of the Federal Controlled Substances Act, 21 U.S.C. 5812), drug paraphernalia, alcohol and other illegal substances by our employees at a client site, while being paid for client-related work (even if at home), or while on Creative Circle premises. This supports our intent to provide a safe and healthy work environment, and provide the best possible service and product to our clients. An exception may be made for company or client sponsored events where alcoholic beverages are provided. On those occasions, we expect that employees would consume no more than a moderate amount of alcohol.

This policy does not prohibit the use of medications prescribed by a licensed physician or that are available over the counter, provided they do not impair your ability to perform your job duties or cause unexcused absences or tardiness. If these medications do cause negative job performance, we may want to discuss a leave of absence until the need for the medication has ended.

MAINTAINING A VIOLENCE-FREE WORKPLACE

Creative Circle is strongly committed to providing a safe workplace. For this reason, we expect and encourage you to exercise reasonable judgment in identifying and informing management about any situations or actions you're uncomfortable with, especially those you perceive to be potentially dangerous. Reports can be made anonymously. All reports will be promptly investigated and appropriate action will be taken if the investigation confirms that the threat of, or an act of violence has occurred. If you feel that a threat or act of violence will or has occurred, please contact HumanResources@creativecircle.com with any information.

Additionally, we specifically discourage you from engaging in any verbal or physical confrontation that could escalate into violence. Threats, threatening language, or any other act of aggression or violence made toward or by an employee will not be tolerated. A 'threat' includes, but is not limited to, any verbal or physical harassment or abuse, blocking an individual's path, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons into the workplace, stalking, or any other hostile, aggressive, injurious and/ or destructive action taken for the purpose of domination or intimidation.

COMPANY PROPERTY

You may have access to, or even be assigned, valuable property belonging to Creative Circle clients. Any such property is the sole and exclusive property of this client and shall be used for business purposes only. It is not for personal use under any circumstance. At the end of your assignment, you must immediately return any such property to the client, or to your Creative Circle office.

Any damage to the property caused by your negligence or misuse is your responsibility. Similarly, if you lose the equipment, or fail to return it in proper working order upon the completion of your assignment, you will be held responsible. You will be asked to reimburse the client for any repair or replacement costs.

WORKPLACE SEARCHES

Creative Circle and its clients reserve the right to search employee desks and work areas, backpacks, purses, briefcases, lunch bags or other personal items brought into work. This may occur with or without advance notice.

USE OF ELECTRONIC MEDIA

Creative Circle and its clients use various forms of electronic communication including computers, email, voicemail, cellular phones, and the internet for the benefit of its business, and you are responsible for compliance with all policies relating to use of electronic resources which may be provided to you by Creative Circle or client. All electronic communications, software, databases, hardware, electronic storage media and digital files remain the sole property of the client or the Company, as the case may be, and are to be used only for client or Company business. You are not permitted to access other employees' electronic devices unless directed to do so by your client supervisor. Everything that is stored on a client-owned storage medium belongs to the client. You are responsible for the content of all text, audio, or images that you place or send using the Company's or the client's electronic resources. Creative Circle and our clients reserve the right to monitor voice and email messages, and to access and review electronic files, messages, mail, and other digital archives in their possession without notice. There should be no expectation of privacy.

Electronic media may not be used in any manner that is against Creative Circle's or the client's policies or that would be discriminatory, harassing, or illegal. In all cases, it is inappropriate and illegal to send, view, access, download or store pornographic, obscene, or similarly offensive materials with either company or client computer resources. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes, or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by Company or client policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Employees who engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, or in other ways misuse electronic media will be removed from assignment, terminated from Creative Circle and may face legal action. Employees may not duplicate any licenses, software, or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers, or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers. Additionally, to prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto their computer or any drive in that computer.

CONFIDENTIALITY

While working on assignment, you may be entrusted with sensitive information of a confidential nature, including trade secrets. Trade secrets include but are not limited to sales figures or projections, estimates, customer lists, customer purchasing habits, computer processes, programs and codes, marketing methods and related data, tax records, personnel compensation, history or actions, or accounting procedures. Trade secrets shall be kept as the private and confidential records of the company and/or client, and you may use them only when performing work for the company and/ or client.

All client information obtained while on assignment is confidential and discretion should be used at all times. Even casual remarks may be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. It may not be shared with anyone outside the organization without the express permission of your client supervisor. You may not misappropriate or divulge trade secrets, or other confidential information to any firm, individual or institution without the direct authorization of your client and Creative Circle supervisors, nor shall you discuss trade secret and confidential information with anyone, including family, friends or other employees who do not have a need to know as part of their job duties.

In addition, any work product that is created by you directly for the client, or as part of the project team you are assigned to, is the sole property of the client. As such, copies, samples and other hard copy versions of said work product may not be removed from the client's premises without the client's permission. You must get the client's permission before any of your work product created for that client (including drafts that are not used) or information about the client, its products or services, or your work with them is posted or published to any outside source, including your professional portfolio or personal social media sites.

Key Employment Policies

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

Creative Circle is committed to the principle of equal employment opportunity for all employees and to providing you with a work environment free of discrimination and harassment. All employment and placement decisions are based on client needs and decisions, job requirements, and individual skills and qualifications, without regard to race; color; religion (including religious dress and grooming practices); ancestry; national, social or ethnic origin; citizenship; sex (including pregnancy, childbirth, breastfeeding, or related medical conditions); age; physical, mental, sensory, and/or related disabilities; medical condition; HIV status; sexual orientation; gender, gender identity and/or expression; marital, civil union or domestic partnership status; past or present military service; military or veteran status; family medical history or genetic information; family and medical leave status; family or parental status; or any other status protected by laws or regulations in the locations where we do business. This policy applies to all terms and conditions of employment including but not limited to hiring, placement, termination, leaves of absence, compensation, and training.

DISCRIMINATION & HARASSMENT POLICY

You have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Creative Circle will not tolerate discrimination or harassment based on any of the characteristics listed in the EEO policy above.

We require that all employees lend their support to achieving our objectives of equal opportunity employment with zero tolerance for any type of illegal harassment, discrimination or bullying. Prohibited harassment refers to any verbal, visual, or physical harassment that is unwelcome or creates a hostile work environment.

Sexual harassment includes unwelcome sexual advances or familiarity, requests for sexual favors, and other verbal or physical conduct of a sexual nature when any one of the following factors is present:

- Submission to such conduct is an explicit or implicit term or condition of employment
- Submission to or rejection of such conduct by an employee is the basis for an employment decision affecting that employee; or
- The conduct has the purpose or effect of substantially interfering with an employee's work performance or creates an intimidating, hostile or offensive work environment

It may occur between members of the opposite sex or members of the same sex, regardless of their sexual orientation. It also includes offensive non-sexual conduct directed at an employee because of their gender.

Similar conduct, when based on other protected classes, may constitute harassment and therefore

violate this policy. For example, racial jokes or degrading comments regarding age or religious background can constitute harassment under this policy. Such acts will not be tolerated.

COMPLAINT PROCEDURE

If you feel you have been harassed, discriminated against, or retaliated against for filing a complaint by a client or Creative Circle employee, subcontractor, vendor, or any person you interact with while on a Creative Circle assignment, please notify the recruiter who placed you on your assignment and the Creative Circle Human Resources department. You can also talk with your client supervisor or the client's Human Resources department if the issue is with someone you work with, or met, via your client assignment. But regardless of your communication with the client, Creative Circle needs to know so we can make sure it is properly investigated and appropriate action is taken. Creative Circle cannot always control the conduct of non-employees, but we will attempt to investigate and address any situations that arise, consistent with the intent of this policy and federal, state and local laws. We will take appropriate action to correct any incidences of discrimination or harassment found, or work with our clients with this objective in mind.

The Equal Employment Opportunity Commission (EEOC) and equivalent state agencies will also accept and investigate charges of discrimination or harassment at no charge to the complaining party.

Retaliation is prohibited against any person for using this complaint procedure in good faith or for reporting harassment, or for filing, testifying, assisting, or participating in any investigation, proceeding or hearing conducted by a governmental agency. You can report incidents of harassment without fear of retaliation and we will make every effort to maintain confidentiality, unless doing so would prohibit us from conducting a thorough investigation. You will be notified if confidentiality cannot be maintained. If you feel you're being retaliated against, notify your recruiter and a member of the Creative Circle Human Resources department. We will take all reports of harassment seriously and will work with our clients, as needed, to investigate the issue.

DISABILITY ACCOMMODATIONS

It is our policy not to discriminate against individuals with disabilities in regards to application procedures, hiring, discharge, compensation, training or other terms, conditions and privileges of employment. The company will strive to comply with all laws concerning the employment of persons with disabilities and we will make every effort to accommodate candidates with disabilities during the interview process.

Once assigned at a job, we will work with clients to reasonably accommodate qualified individuals so that they can perform the essential functions of the job. However, there may be instances where providing the accommodation would create an undue hardship to the client or Creative Circle. In those cases, we will work collaboratively with our employee to identify alternative ways to accommodate the employee's disability with an aim toward helping the employee perform the work, if possible.

If you require an accommodation to perform your job, contact your recruiter or the Creative Circle Human Resources department so we can discuss your needs and ideas, and present them to our client.

SAFETY

Creative Circle is committed to providing a safe work environment at our own offices as well as at our client locations. Because safety is the responsibility of each employee, it is important that you follow basic safety guidelines while on assignment.

- Get to know your job site, including any associated hazards.
- Use good judgment and take reasonable precautions to ensure your safety and the safety of others.
- Follow all instructions, signs and warnings related to your job health and safety. Use common sense when operating any office equipment or machinery, and when lifting, climbing, or carrying objects.
- Familiarize yourself with the client's safety procedures related to your job, evacuation procedures and the location of fire extinguishers, first aid supplies, and emergency exits.
- Inform your client supervisor and Creative Circle Recruiter of any safety hazards or unsafe working conditions.
- Advise your client supervisor and Creative Circle's Human Resources department immediately if you are injured while on assignment. We are covered under statutory state workers' compensation laws and will ensure you get the proper care. We will also investigate the incident so that we can work with our clients to prevent similar incidences in the future.
- There's a link to our workers' compensation information on our candidate information page which has injury reporting instructions. It can be found at creativecircle.com/candidateinfo.

EMPLOYMENT LAW

We want you to be informed about the laws and regulations that relate to your work location. Please visit <https://bit.ly/2PXUrm6> and click on the state in which you will be working for a list of employment law postings that apply to you.

STATE SUPPLEMENT INFORMATION

The following information covers additional policies required by various states, so please take a moment to review whether any supplemental information is applicable to the state in which you are working. Not all states have additional information, and not all employees will meet the eligibility or other requirements necessary for a specific policy to apply. As with the main Handbook, Creative Circle has discretion on how to interpret and apply these policies, and may modify or amend them from time to time. If you have any questions about these policies, please contact Human Resources.

Whistleblower Policy

PROCEDURE FOR REPORTS CONCERNING ACCOUNTING AND AUDITING MATTERS

Any Person With A Complaint Regarding the Company's accounting, internal accounting controls or auditing matters, or a concern regarding questionable accounting or auditing matters may anonymously and/or confidentially report that complaint or concern directly to the Audit Committee by one of the following means:

- Call one of the toll-free anonymous hotlines:
 - English-speaking USA and Canada: 833-620-0070
 - Spanish-speaking USA and Canada: 800-216-1288
 - French-speaking Canada: 855-725-0002
 - All other countries: 800-603-2869 (must dial country access code first click here for access codes and dialing instructions)
- Send an email to reports@lighthouse-services.com (must include company name with report)
- Provide a report anonymously at www.lighthouse-services.com/asgn.
- Fax a report to (215) 689-3885 (must include company name with report)
- Write to the Committee:
 - Chairperson of the Audit Committee of the Board of Directors
 - c/o ASGN Incorporated
 - 26745 Malibu Hills Road
 - Calabasas, California 91301



California Supplement

California Supplement

Creative Circle is] is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, California employees will receive the Company's national handbook ("Handbook") and the California Supplement to the Handbook ("California Supplement") (together, the "Employee Handbook").

The California Supplement applies only to California employees. It is intended as a resource containing specific provisions derived under California law that apply to the employee's employment. It should be read together with the Handbook and, to the extent that the policies in the California are different from or more generous than those in the National Handbook, the policies in the California Supplement will apply.

The California Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO or the Board of Directors of the Company has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President and CEO of the Company.

If employees have any questions about these policies, they should contact their Human Resources representative.

LEAVES OF ABSENCE

CALIFORNIA FAMILY RIGHTS ACT (ADDENDUM TO FMLA POLICY EFFECTIVE JANUARY 1, 2021)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in the Handbook, the California Family Rights Act of 1993 ("CFRA") may require employers to provide family and medical leaves of absence to eligible employees. Either or both of these laws may apply to a leave. Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave ("PDL") and CFRA leave for the birth of a child. There are some differences between FMLA, CFRA, and PDL, and this Policy Addendum explains how such leaves are administered for California employees. Where more than one of the laws applies, leave taken may be counted under more than one law at the same time, to the extent permitted by the applicable law(s). For example, where pregnancy disability leave is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against an employee's CFRA leave entitlement.

This policy will be interpreted to comply with the law(s) that apply to a particular leave. If employees have any questions concerning CFRA leave, they should contact the Human Resources Department.

ELIGIBILITY

Under the CFRA, employees may have a right to an unpaid family care or medical leave (CFRA leave) if they:

- Have worked for the Company for a total of at least twelve (12) months at any time prior to the

commencement of a CFRA leave;

- Worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CFRA leave, to the extent permitted by applicable law; and
- Work for an employer that employs five (5) or more employees.

An employee who is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

BASIC FAMILY AND MEDICAL LEAVE ENTITLEMENT

FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. CFRA leave may be up to twelve (12) workweeks in a 12-month period, and can be used for the birth, adoption, or foster care placement of a child; or the employee's own serious health condition (except that leave for an employee's disability due to pregnancy, childbirth or related medical condition does not count toward CFRA entitlement) or that of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner (except that leave to care for an employee's grandparent, grandchild, sibling, or registered domestic partner does not count towards FMLA leave). Employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave ("PDL") and a CFRA leave for reason of the birth of a child.

For purposes of CFRA leave, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

DEFINITION OF SERIOUS HEALTH CONDITION

Under the FMLA and CFRA, a serious health condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including but not limited to, treatment for substance abuse. Unlike the FMLA, "inpatient care" under the CFRA is more broadly defined, and means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when a health care facility formally admits the person to the facility with the expectation that the employee will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

MILITARY EXIGENCY LEAVE

In addition to military exigency covered under the FMLA, CFRA is also available because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's domestic partner.

BONDING LEAVE

Employees may take intermittent leave for bonding with a child following birth or placement for adoption or foster care. Birth bonding leave must be taken within one (1) year after the child's birth or placement. Intermittent leave for bonding purposes generally must be taken in 2-week increments, but the Company permits two occasions where the leave may be for less than two (2) weeks. Bonding leave is in addition to any time off taken for pregnancy disability leave.

EMPLOYEE RESPONSIBILITIES

If possible, employees must provide at least thirty (30) days advance notice for foreseeable events (such as the expected birth of a child, employees' own planned medical treatments, or a family member's planned medical treatment). For unforeseeable events, the Company requires that employees provide notice, at least verbally, as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.

We may require certification from a health care provider before allowing leave to be taken for (1) an employee's pregnancy disability or a serious health condition or (2) a child, parent, grandparent, grandchild, sibling, spouse, or registered domestic partner who has a serious health condition. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

We will require second or third certifications from health care providers only in the event the Company has reason to doubt the initial certification of an employee's need for leave due to the employee's own serious health condition. Recertification of the need for leave due to an employee's or family member's serious health condition will be requested only when the original certification has expired.

JOB BENEFITS

Taking CFRA leave or PDL may impact certain benefits and seniority date. More information regarding eligibility for a leave and/or the impact of the leave on seniority and benefits can be obtained by contacting the Human Resources Department.

RETURNING TO WORK

The CFRA contains a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law. There is no key employee exception under the CFRA. The PDL contains a guarantee of reinstatement to the same position in most instances, subject to defenses under the law. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

PREGNANCY AND PREGNANCY-RELATED DISABILITIES LEAVE AND ACCOMMODATION

PREGNANCY DISABILITY LEAVE

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

REASONABLE ACCOMMODATION FOR PREGNANCY-RELATED DISABILITIES

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- Employee requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to

begin, if the need is foreseeable;

- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider.

A medical certification indicating the need for an accommodation or a transfer should include:

- a description of the requested reasonable accommodation or transfer;
- a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
- the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

- a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition;
- the date on which the employee became disabled because of pregnancy; and
- the estimated duration of the leave.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

DURATION

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks or 122 days. For a full time employee who works five (5) 8-hour days per week (forty hours per week), "four months" means 88 working and/or paid 8-hour days (693 hours of leave entitlement), based on an average of 22 working days per month for 17.3 weeks in four months times forty hours per week. Employees working a part-time schedule will have their pregnancy disability leave of absence calculated on a pro-rata basis.

This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties. Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

BENEFITS

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following the employee's pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

Taking pregnancy disability leave may impact certain of your benefits and your seniority date. For more information regarding eligibility for a leave and the impact of the leave on seniority and benefits, please contact the Human Resources Department.

INTEGRATION WITH OTHER BENEFITS

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation or other paid time off (PTO) benefits during the unpaid leave of absence and may also elect to use their accrued sick leave, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible will be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

REINSTATEMENT

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies the Company that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies the Company of her readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid. Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the

position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Victims of domestic violence, sexual assault, or stalking may take up to twelve (12) weeks of unpaid time off in any 12-month period to obtain help from a court; seek medical attention; obtain services from an appropriate shelter, program, or crisis center; obtain psychological counseling; or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, employees must provide the Human Resources Department reasonable notice before taking any time off under this policy. Leave under this policy is unpaid, but employees may substitute any accrued paid time off benefits for the unpaid leave provided under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave Act" Policy. No employee will be subject to discrimination or retaliation because of the employee's status as a victim of domestic violence, sexual assault, or stalking. Victims of domestic violence, sexual assault, or stalking may also request other accommodations in the workplace such as implementation of safety measures.

SCHEDULE AND PAY PRACTICES

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. All overtime must be approved in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination of employment.

All nonexempt employees in California will be paid a premium for overtime hours as follows:

- One and one-half times their regular rate of pay for all hours worked in excess of 8 per workday, up to 12, or in excess of 40 in a workweek;
- One and one-half times their regular rate of pay for the first 8 hours on the seventh consecutive day

- of work in a workweek; and
- Double the regular rate of pay for all hours worked in excess of 12 in a workday and after 8 hours on the seventh consecutive day of work in a workweek.

Overtime pay is based on actual hours worked. PTO, vacations, holidays, sick days or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

MEAL AND REST BREAKS

The Company complies with federal and state legal requirements concerning meal and rest breaks. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest breaks. As used in the following sections on meal and rest breaks the term “non-exempt employee” includes an employee exempt from overtime under the California inside sales exemption.

MEAL BREAKS

The Company provides at least a 30-minute meal period to employees who work more than five hours and a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with the Company’s policy (included at the end of this California Supplement) and state law. Employees are relieved of all of their duties during meal periods and are allowed to leave the premises. Employees are prohibited from working “off the clock” during their meal period.

The Company provides meal periods as follows:

Duration of Shift In Hours	# Meal Periods	Comments
0 to < 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal period.
> 5.0 to < 10.0	1	An employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period available before working more than five hours, subject to any meal period waiver in effect. If the employee is working more than six hours in the workday, a meal period cannot be waived.
> 10.0	2	An employee who works more than ten hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, subject to any meal period waiver in effect. The second meal period may not be waived if the first meal period was waived. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Company does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

REST BREAKS

Employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof. For purposes of this policy, “major fraction” means any time greater than two (2) hours. The Company authorizes and permits rest breaks as follows:

Duration of Shift In Hours	# Meal Periods	Comments
0 to < 3.5	0	A non-exempt employee who works less than 3.5 hours in a workday is not entitled to a rest break.
3.5 to < 6	1	A non-exempt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
> 6.0 to < 10.0	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest breaks.
> 10.0 to < 14.0	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest breaks. ¹

Whenever practicable, rest breaks should be taken near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Because rest breaks are paid, non-exempt employees should not clock out for them.

RESPONSIBILITIES

Supervisors are responsible for administering their department’s meal and rest breaks.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest break pursuant to the terms of this Policy is immediately entitled to a meal or rest break premium. Supervisors will be responsible for authorizing meal or rest break premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the non-exempt employee. Employees are responsible for reporting to their supervisor, recruiter, or Human Resources any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees may use the sample Meal Period & Rest Break Premium Authorization Form at the end of this California Supplement to report missed meals. Any employee who feels that the employee is owed a premium as a result of this Policy, but has not received the premium should report the missing premium immediately to the employee’s supervisor.

Employees are required to notify the Human Resources Department immediately if they believe they are being pressured or coerced by any manager, supervisor, or other employee to forego any portion of a provided rest break or meal period.

¹Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.

Employees may be subject to disciplinary action, up to and including termination of employment, for violations of this Policy.

LACTATION ACCOMMODATION POLICY

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at the Company for as long as they desire to express breastmilk.

REASONABLE TIME TO EXPRESS MILK AT WORK

A reasonable amount of break time will be provided to eligible employees who want to express breast milk or nurse their infant. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with a room in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. Restrooms are prohibited from being utilized for lactation purposes. The room shall and will be safe, clean, and free of toxic or hazardous materials; it will contain a surface on which to place a breast pump and other personal items; and it will have a comfortable place to sit, with access to electricity. The room shall and will have access to a refrigerator and sink. While this room may be used for multiple purposes, lactation takes precedence over all other uses. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space.

Eligible employees have the right to request lactation accommodation, and should request such accommodation by contacting her Human Resources Department via phone, e-mail, or other direct communication. The Company's Human Resources contact will respond to any such request for accommodation within five (5) business days; both parties shall then engage in an interactive process to determine the appropriate accommodations.

HARASSMENT AND RETALIATION

Breastfeeding shall not constitute a source of discrimination in employment or in access to employment. It is prohibited under this policy to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile, or offensive working environment. Any incident of harassment of a breastfeeding employee will be addressed in accordance with the Company's policies and procedures for discrimination and harassment. Additionally, retaliation against an employee for exercising the employee's rights under the Ordinance is strictly prohibited. Employees have the right to file a complaint with the California Labor Commissioner and, if applicable, the San Francisco Lactation in the Workplace Ordinance for a violation of any rights regarding lactation accommodations. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

PAID FAMILY LEAVE BENEFITS

- An employee who is off work: (i) to care for a child, parent, spouse, registered domestic partner, parent-in-law grandparent, grandchild, or sibling, with a serious health condition; (ii) to bond with

a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or (iii) effective January 1, 2021, to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, may be eligible to receive benefits through the California "Paid Family Leave" ("PFL") program, which is administered by the Employment Development Department ("EDD").

- These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits.
- Employees who need to take time off work for any of the reasons set forth above may contact the Human Resources Department for information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD office for further information. Employees should maintain regular contact with the Human Resources Department while absent from work so we may monitor employees' return-to-work status. In addition, employees should contact the Human Resources Department when ready to return to work so we may determine what positions, if any, are open.
- When an employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused paid time off, other than sick time, available. If the employee has accrued but unused paid time off, other than sick time, available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.
- Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or California family and medical leave laws. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies for eligibility requirements.

SAN FRANCISCO PAID PARENTAL LEAVE BENEFITS

In accordance with the San Francisco Paid Parental Leave Ordinance ("Ordinance"), the Company provides partial wage replacement benefits ("Supplemental Compensation") to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption, or foster care placement. Eligible employees may receive up to eight (8) weeks of Supplemental Compensation in a 12-month period.

Eligible Employees. To be eligible to receive benefits under this policy, an employee must meet all of the following criteria:

- Be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child with the employee through foster care or adoption;
- Have worked at least 180 calendar days for the Company before beginning any parental leave;
- Perform at least eight (8) hours of work per week for the Company within the geographic boundaries of the City and County of San Francisco;
- Perform at least 40% of their total weekly hours within the geographic boundaries of the City and

County of San Francisco;

- Be receiving wage replacement benefits from the State of California's Paid Family Leave ("PFL") program for the purpose of bonding with a new child;
- Agree to allow the Company to deduct up to two weeks (80 hours) of accrued vacation or PTO benefits in accordance with the Ordinance from the employee's leave bank to offset the cost of any Supplemental Compensation benefits as allowed under the ordinance; and
- Comply with the procedures for requesting Supplemental Compensation benefits described below.

Employees who do not meet all of the above criteria are not eligible to receive Supplemental Compensation under this policy, but may still be eligible for benefits in accordance with the State of California PFL program.

SUPPLEMENTAL COMPENSATION BENEFIT

The weekly Supplemental Compensation benefit is calculated based on an employee's wages and will be calculated in accordance with the San Francisco Paid Parental Leave Ordinance. Unless otherwise provided by law, an employee's weekly Supplement Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State of California PFL program and the weekly wage associated with that PFL benefit amount. There is a maximum PFL benefit and corresponding cap on Supplemental Compensation. Supplemental Compensation is only available during the period the employee is eligible for and is receiving weekly PFL benefits for the purpose of bonding with a new child. Employees can receive up to eight (8) weeks of Supplemental Compensation benefits.

Procedure for Receiving Supplemental Compensation. In order to receive Supplemental Compensation, an employee must comply with the following procedures:

- Send an email to Human Resources stating that the employee understands and agrees that up to two (2) weeks (80 hours) of vacation or PTO in accordance with the Ordinance will be deducted from the employee's leave bank to offset the Company's costs in providing Supplemental Compensation, to the extent allowed by law.
- Provide the Company with a copy of the employee's Notice of Computation of California Paid Family Leave Benefits ("Notice") from California's Employment Development Department (EDD). To expedite receipt of Supplemental Compensation, it is recommended that employees also provide EDD with permission to share the employee's California PFL weekly benefit amount with the Company;
- Complete and sign the San Francisco Paid Parental Leave Employee Form ("PPL Form"). The Notice and PPL Form must be submitted within a reasonable time following the Covered Employee's receipt of the Notice from EDD;
- Notify the Company in writing when the employee receives the first payment from EDD; and
- Submit a copy of the Notice of Payment from EDD to confirm the Covered Employee's receipt of PFL benefits.
-

Employees who do not fully comply with this procedure may be denied Supplemental Compensation benefits, or receipt of these benefits may be delayed. If an employee completes the above procedures for receiving Supplemental Compensation during the period in which the employee is also receiving PFL benefits, the Company will make a good faith effort to make the first Supplemental Compensation benefit payment on the payday associated with the next full pay period following an employee's satisfaction of

the above procedures. If an employee completes the above procedures after the period in which the employee received PFL benefits, the employee will receive the total Supplemental Compensation no later than thirty (30) days after satisfaction of the above procedures.

Employees may be required to reimburse the Company for any Supplemental Compensation benefits provided under this policy if they: (1) do not return to work from a leave of absence during which they received Supplemental Compensation benefits, or (2) voluntarily resign from employment within ninety (90) days of the end of any leave during which they received Supplemental Compensation benefits.

Employees with questions regarding this benefit can contact Human Resources.



Connecticut Supplement

Connecticut Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Connecticut employees will receive the company's national handbook ("Handbook") and the Connecticut Supplement to the Handbook ("Connecticut Supplement") (together, the "Employee Handbook").

The Connecticut Supplement applies only to Connecticut employees. It is intended as a resource containing specific provisions derived under Connecticut law that apply to the employee's employment. It should be read together with the Handbook, and to the extent that the policies in the Connecticut Supplement are different from or more generous than those in the Handbook, the policies in the Connecticut Supplement will apply.

The Connecticut Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the president and CEO or the board of directors of the company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the president and CEO or the board of directors of the company.

If employees have any questions about these policies, they should contact their Human Resources representative.

PREGNANCY ACCOMMODATION

In compliance with Connecticut law, the company will not discriminate against an employee or prospective employee in the terms or conditions of the employee's employment in relation to pregnancy, childbirth, or a related condition including, but not limited to, lactation. The company will not limit, segregate, or classify an employee in a way that would deprive the employee of employment opportunities due to the employee's pregnancy.

The company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth, or a related condition, including, but not limited to, lactation, unless the accommodation would pose an undue hardship on the company's business. Such accommodations include, but are not be limited to: being permitted to sit while working, more frequent or longer breaks, periodic rest, assistance with manual labor, job restructuring, light duty assignments, modified work schedules, temporary transfers to less-strenuous or less-hazardous work, time off to recover from childbirth or break time and appropriate facilities for expressing breast milk.

The company will not force an employee or prospective employee affected by pregnancy to accept a reasonable accommodation if such employee or person seeking employment does not have a known limitation related to the employee's pregnancy, or does not require a reasonable accommodation to perform

the essential duties related to the employee's employment. This includes, but is not limited to, forcing an employee to take leave if another reasonable accommodation can be provided to an employee's condition related to the pregnancy, childbirth, or a related medical condition.

The company will not retaliate against an employee in the terms, conditions or privileges of the employee's employment based upon such employee's request for a reasonable accommodation under this policy. Further, the company will not deny employment opportunities to an employee or prospective employee due to an employee's or prospective employee's request for a reasonable accommodation related to pregnancy, childbirth, or a related medical condition.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources at HumanResources@creativecircle.com.

CONNECTICUT FAMILY AND MEDICAL LEAVE POLICY (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") policy described elsewhere in this Handbook, the Connecticut Family and Medical Leave Act ("CFMLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent that state law mandates additional protection for pregnant employees, this policy also will be interpreted consistently with such requirements. This policy provides employees information concerning any CFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this Handbook. If employees have any questions concerning CFMLA leave, they should contact Human Resources at HumanResources@creativecircle.com.

ELIGIBILITY

Employees may be eligible for leave under CFMLA if they:

1. Have been employed by the Company for at least twelve (12) months (which need not be consecutive);
2. Worked at the company for at least 1,000 hours of service during the 12-month period immediately preceding the commencement of the leave; and
3. Work for an employer with seventy-five (75) or more employees in Connecticut.

BASIC FAMILY AND MEDICAL LEAVE ENTITLEMENT

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the CFMLA, an eligible employee may take up to 16 weeks of unpaid leave within a two-year period. The one-year or two-year period, as the case may be, is measured by a rolling 12 or 24-month period dating back from the time the employee requests leave. Where both laws apply, the leave provided by each will run concurrently.

In addition to the entitlements outlined in the FMLA policy, the CFMLA provides leave to care for an employee's parent or a spouse. The CFMLA also provides leave to serve as an organ or bone marrow donor.

ADDITIONAL MILITARY FAMILY LEAVE ENTITLEMENT (INJURED SERVICEMEMBER LEAVE)

In addition to the basic FMLA and CFMLA leave entitlements, an eligible employee who is the spouse, child, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Under the CFMLA an eligible employee also is entitled to take up 26 weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible employee's parent-in-law with a serious health condition.

Leave to care for a servicemember is only available during a single 12-month period, and when combined with other FMLA- or CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

RETURN TO WORK/FITNESS FOR DUTY MEDICAL CERTIFICATIONS

Unless notified that providing such certifications is not necessary, employees returning to work from family and medical leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the company with medical certification confirming they are able to return to work and/or the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Employees may obtain a return to work medical certification form from Human Resources. The company may delay job restoration following leave, other than an intermittent leave under the CFMLA, until employees provide return to work/fitness for duty certifications.

At the end of a leave under the CFMLA, employees will be returned to their original job, unless that job is not available, in which case they will be returned to an equivalent position. There is no key employee exception under the CFMLA.

PRIVACY PROTECTION POLICY

Employees are permitted to access and use personal information only as necessary and appropriate for such persons to carry out their assigned tasks for the company and in accordance with company policy. Personal information means information capable of being associated with a particular individual through one or more identifiers, including, but not limited to, a Social Security number (SSN), a driver's license number, a state identification card number, an account number, a credit or debit card number, a passport number, an alien registration number or a health insurance identification number, and does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media. Accessing and using such information without authorization by the company or contrary to the company's policies and procedures can result in discipline up to and including termination of employment. Employees who come into contact with SSNs or other sensitive personal information without authorization from the company or under circumstances outside of their assigned tasks may not use or disclose the information further, but must contact Human Resources to turn over all copies of the information in whatever form.

For more information about whether and under what circumstances employees may have access to this information, employees may review their job description or contact HumanResources@creativecircle.com



District of Columbia Supplement

District of Columbia Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, District of Columbia employees will receive the Company's national handbook ("National Handbook") and the District of Columbia Supplement to the National Handbook ("District of Columbia Supplement") (together, the "Employee Handbook").

The District of Columbia Supplement applies only to District of Columbia employees. It is intended as a resource containing specific provisions derived under District of Columbia law that apply to the employee's employment. It should be read together with the National Handbook and, to the extent that the policies in the District of Columbia Supplement are different from or more generous than those in the National Handbook, the policies in the District of Columbia Supplement will apply.

The District of Columbia Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President of the Company or his or her authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President of the Company or his or her authorized representative.

If employees have any questions about these policies, they should contact their Human Resources representative.

ACCOMMODATIONS FOR PREGNANCY, CHILDBIRTH, AND BREASTFEEDING

The Company will endeavor to provide reasonable accommodations to employees working in the District of Columbia whose ability to perform job functions is limited by pregnancy, childbirth, related medical conditions, or breastfeeding as required by law, unless such accommodations would result in an undue hardship to the Company. We will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. We may request necessary medical certification. Reasonable accommodations may include: more frequent or longer breaks, time off to recover from childbirth, equipment modification, seating, temporary transfer to a less strenuous job, job restructuring or light duty, and having the employee refrain from heavy lifting, relocating the employee's work area, as well as accommodations for lactation such as providing private (non-bathroom) space for expressing breast milk.

If employees have questions regarding this policy or would like to request a reasonable accommodation pursuant to this policy, they can contact Human Resources.

D.C. ACCRUED SICK AND SAFE LEAVE

ELIGIBILITY

The Company provides paid leave to all D.C. employees pursuant to the D.C. Accrued Sick and Safe Leave Act, as amended. For employees who work in D.C. who are eligible for sick and safe leave under the Company's general sick time or other leave policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick time or other leave policy.

ACCRUAL

Employees begin to accrue paid leave at the start of employment. Employees accrue paid leave at a rate of one (1) hour for every 37 hours worked, up to a maximum of seven (7) days per calendar year. Exempt employees do not accrue paid leave for hours worked beyond a forty (40) hour workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees may begin using paid leave under this policy after the 90th day of employment. Paid leave may be used in minimum increments of one quarter of an hour. An employee may not use more than seven (7) days of accrued paid leave per calendar year.

An employee may use paid leave under this policy for the following reasons:

1. An absence resulting from a physical or mental illness, injury, or medical condition of the employee;
2. An absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; or
3. An absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care described in (1) and (2) above.

An employee may also use paid leave for an absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse for the purposes of:

1. Seeking medical attention for the employee or the employee's family member to treat or recover from physical or psychological injury or disability caused by the stalking, domestic violence, or sexual abuse;
2. Obtaining services for the employee or the employee's family member from a victim services organization;
3. Obtaining psychological or other counseling services for the employee or the employee's family member;
4. Temporary or permanent relocation of the employee or the employee's family member;
5. Taking legal action, including preparing for or participating in a criminal or civil proceeding related to or resulting from stalking, domestic violence, or sexual abuse; or
6. Taking other actions that could be reasonably determined to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or the safety of those who work or associate with the employee.

For purposes of this policy, family member includes a child; parent; spouse; domestic partner; the parents of a

spouse; children (including foster children and grandchildren); spouses of children; parents; siblings; spouses of siblings; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; and a person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship, as defined in D.C. Code § 32-701(1).

NOTICE & DOCUMENTATION

Employees are required to make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt the Company's operations. If paid leave is requested in a non-emergency situation, the employee must consult with the Company regarding the date and time of the paid leave to be taken. If possible, employees must provide at least ten (10) days prior notice of the planned use of paid leave under this policy. Where the need is unforeseeable (i.e., ten (10) days prior notice is not possible), the employee must provide notice prior to the start of the workday/shift for which the paid leave is requested, ideally in writing (but oral notice is permitted). In the case of an emergency, employees must notify the Company of need to use paid leave prior to the start of the employee's next workday/shift or within twenty-four (24) hours of the onset of the emergency, whichever occurs sooner.

When the requested leave under this policy is for three (3) or more consecutive days, employees are required to provide reasonable certification of the reason for leave no later than one (1) day after they return from leave. A reasonable certification may include:

1. A signed document from a health care provider affirming the illness of the employee or the employee's family member;
2. A police report or court order indicating that the employee or the employee's family member was the victim of stalking, domestic violence, or sexual abuse;
3. A signed written statement from a victim/witness advocate, domestic violence counselor, attorney, or other similar professional affirming that the employee or employee's family member (1) is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse (including only the name of the employee or employee's family member who is a victim and the date on which services were sought) or (2) sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

PAYMENT

Paid leave under this policy will be calculated based on the employee's base pay rate at the time of absence, unless otherwise required by applicable law, which is no event will be less than minimum wage. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Paid leave is not considered hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

An employee may carry over up to seven (7) days of accrued, unused paid leave under this policy. Accrued but unused paid leave under this policy will not be paid at separation.

ENFORCEMENT & RETALIATION

The Company prohibits retaliation against any employee who asserts their rights to receive paid leave under this policy. The Office of Wage-Hour of the DC Department of Employment Services can investigate

possible violations. To request full text of the Act, to obtain a copy of the rules associated with this Act, or to file a complaint, contact the Office of Wage-Hour at (202) 671-1880, 4058 Minnesota Avenue, N.E., 4th Floor, Washington, D.C. 20019, or visit www.does.dc.gov.

Employees with questions regarding this policy can contact Human Resources.

NON-COMPETE AGREEMENTS

No employer operating in the District of Columbia may request or require any employee working in the District of Columbia to agree to a non-compete policy or agreement, in accordance with the Ban on Non-Compete Agreements Amendment of 2020 (the “Act”). The Act does not invalidate non-compete agreements entered into before the applicability date of the Act.

PARENTAL LEAVE

Employees who work in D.C. and are parents are entitled to a total of twenty-four (24) hours of leave during any 12-month period to attend or participate in school-related events for their children. The term “parent” for purposes of this policy includes a father or mother, a person with legal custody of a child, a guardian of a child, an aunt, uncle or grandparent, or someone who is married to any of the above.

School-related events may be sponsored by either the school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event, or a meeting with a teacher or counselor. A school-related event must involve the employee’s child directly as either a participant or a subject, but not as a spectator.

The Company may deny a request for leave under this policy if the granting of the leave would disrupt the Company’s business and make the achievement of production or service delivery unusually difficult. The leave provided by this policy is unpaid unless the parent elects to use any paid time off or other leave (not including sick leave) that has been provided by the Company. Employees who desire to take leave under this policy must notify Human Resources at least ten (10) calendar days prior to the leave, unless the need to attend the event is unforeseeable.

D.C. FAMILY AND MEDICAL LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the District of Columbia Family and Medical Leave Act (“DCFMLA”) may require employers to provide family and medical leaves of absence to eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any DCFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning DCFMLA leave, they should contact Human Resources.

ELIGIBILITY

Employees are eligible for DCFMLA leave if they have worked in the District of Columbia:

1. Continuously for at least twelve (12) months;

2. For at least 1,000 hours of service during the 12-month period immediately preceding the leave; and
3. For an employer with at least twenty (20) employees in the District of Columbia.

Employees may qualify for leave under both the FMLA and DCFMLA.

BASIC FAMILY AND MEDICAL LEAVE ENTITLEMENT

The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the DCFMLA, an eligible employee may take up to sixteen (16) workweeks of family leave (leave to care for a family member for the reasons outlined below or in the FMLA policy), plus up to sixteen (16) workweeks of medical leave (leave for an employee's own serious health condition), for a total of thirty-two (32) workweeks during any 24-month period. The 12- or 24-month period in which employees may take FMLA or DCFMLA leave is calculated as a rolling 12- or 24-month period measured backward from the date the employee uses any FMLA or DCFMLA leave. Where both laws apply, the leave provided by each will run concurrently.

In addition to the entitlements outlined in the FMLA policy, DCFMLA leave may also be taken for any one, or for a combination, of the following reasons:

1. The placement of a child for whom the employee permanently assumes and discharges parental responsibility; or
2. To care for a person to whom the employee is related by blood, legal custody, or marriage; child who resides with the employee and for whom the employee permanently assume and discharge parental responsibility; or person with whom the employee shares or has shared within last year a mutual residence and maintain a committed relationship, when that person has a "serious health condition."

However, unlike the FMLA, the DCFMLA does not cover leave for certain qualifying exigencies

SUBSTITUTIONN OF PAID LEAVE FOR UNPAID LEAVE

Employees may use any accrued paid time off while taking FMLA leave. If leave is covered by the DCFMLA, employees may elect to "substitute" accrued paid time off for unpaid leave, but are not required to do so. An employee's decision to decline substitution of paid leave for unpaid DCFMLA leave time does not extend the length of the FMLA and/or DCFMLA leave. In addition, the substitution of paid time for unpaid FMLA or DCFMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness will run concurrently with any FMLA and/or DCFMLA leave entitlement.



Illinois Supplement

Illinois Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state, and local laws. For this reason, Illinois employees will receive the company's national handbook ("Handbook") and the Illinois Supplement to the Handbook ("Illinois Supplement") (together, the "Employee Handbook").

The Illinois Supplement, however, applies only to Illinois employees. It is intended as a resource containing specific provisions derived under Illinois law that apply to the employee's employment. It should be read together with the national Handbook, and to the extent that the policies in the Illinois Supplement are different from or more generous than those in the Handbook, the policies in the Illinois Supplement will apply.

The Illinois Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the president and CEO or the board of directors of the company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the president and CEO or the board of directors of the company.

If employees have any questions about these policies, they should contact their Human Resources representative.

PREGNANCY ACCOMMODATION

Employees and applicants for employment may request a reasonable accommodation for pregnancy, childbirth, or related medical or common conditions to enable them to perform the essential functions of their job. In accordance with the Illinois Human Rights Act, a reasonable accommodation will be provided unless the accommodation would impose an undue hardship to the company's ordinary business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer bathroom, water or rest breaks; assistance with manual labor; light duty; temporary transfer to a less strenuous or less hazardous position; acquisition or modification of equipment; reassignment to a vacant position; private, non-restroom space for expressing breast milk and breastfeeding; job restructuring; a part-time or modified work schedule; appropriate adjustment to or modification of examinations, training materials or policies; seating; an accessible worksite; and time off to recover from conditions related to childbirth or a leave of absence necessitated by pregnancy, childbirth or medical or common conditions resulting from pregnancy or childbirth.

Employees who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the company of their intent to return to work or when the

employee's need for a reasonable accommodation ends. Reinstatement is not required, however, if it would result in an undue hardship would result to the company's business operations.

The company may request certain documents from the individual's health care provider regarding the need for an accommodation. It is the employee's or applicant's duty to provide requested documentation to the company.

The company will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the Illinois Human Rights Act.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative



Minnesota Supplement

Minnesota Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Minnesota employees will receive the Company's national handbook ("National Handbook") and the Minnesota Supplement to the National Handbook ("Minnesota Supplement") (together, the "Employee Handbook").

The Minnesota Supplement applies only to Minnesota employees. It is intended as a resource containing specific provisions under Minnesota law that apply to the employee's employment. It should be read together with the National Handbook and, to the extent that the policies in the Minnesota Supplement are different from or more generous than those in the National Handbook, the policies in the Minnesota Supplement will apply.

The Minnesota Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO of the Company or his or her authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President and CEO of the Company or his or her authorized representative.

If employees have any questions about these policies, they should contact their Human Resources representative.

RIGHT TO REVIEW PERSONNEL RECORDS

Under Minnesota law, employees have the right to review their personnel record once every six (6) months and, if they leave employment with us, they may review it once every year as long as we maintain the personnel record.

Employees who would like to review their personnel record must make a good faith request in writing, and we will provide an opportunity for review of the record or make a copy (at no cost). Employees may also request copies (at no cost) at the time the record is reviewed. We will provide an opportunity for review of personnel records within seven (7) working days of the written request, or if the personnel record is physically located outside of Minnesota, within fourteen (14) working days of the written request.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require that we allow employees to review and copy information that is not contained in their personnel record. Employees who dispute information contained in their personnel record may submit a request to have it removed from the record. If we do not agree that the information should be removed, a written response to the information of up to five (5) pages may be submitted.

We will not take any action against an employee for appropriately asserting the employee's rights to review the personnel record. If an employee's rights as provided by this law are improperly denied, the law provides certain remedies.

This notice only describes some of employees' rights under the law. For more information, the Minnesota statutes further detailing these rights can be found at Minnesota Statutes § 181.960 through Minnesota Statutes § 181.965. These laws can be found on the internet at <https://www.revisor.mn.gov/statutes/cite/181.960> or in public libraries throughout the state.

DULUTH EARNED SICK AND SAFE TIME

ELIGIBILITY

The Company provides paid earned sick and safe time (ESST) to employees who work within the geographic boundaries of the City of Duluth, MN for more than 50 percent of the employee's working time in a 12-month period or is based in the City of Duluth and spends a substantial part of their time working in the City and does not spend more than 50 percent of their work-time in a 12-month period in any other particular place. For employees who work in the City of Duluth who are eligible for sick and safe time under the general sick time or other leave policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick time or other leave policy.

ACCRUAL

Employees begin accruing ESST pursuant to this policy on January 1, 2020 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of ESST for every fifty (50) hours worked, up to a maximum accrual of sixty-four (64) hours each year. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees may use ESST on the 90th calendar day of employment and may use it in quarter of an hour increments. An employee may not use more than forty (40) hours of ESST in any year.

Employees may use ESST for:

1. An absence resulting from an employee's own mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. An absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member.

Family member means an employee's: child, adopted child, adult child, foster child; legal ward, or child

for whom the employee is a legal guardian regardless of age; spouse or domestic partner; sibling, stepsibling or foster sibling; parent, stepparent, mother-in-law, father-in-law; grandchild, foster grandchild, grandparent, step-grandparent; and (6) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.

An employee's use of ESST will not be conditioned upon searching for or finding a replacement worker.

NOTICE & DOCUMENTATION

When the need to use ESST is foreseeable, employees must provide ten (10) days' notice to their supervisor. If the need to use ESST is unforeseeable, the employee must provide notice to their supervisor as soon as practicable. In such instances, notice may be provided on behalf of the employee by the employee's spokesperson, e.g., a spouse, coworker, adult family member, or other responsible party. When possible, a request for ESST should include the expected duration of the absence.

The Company may require reasonable documentation that ESST is being taken for covered reason for absences of more than three (3) consecutive scheduled workdays. For ESST used for reasons (1) and (2) above, documentation that indicates the employee or the employee's family member sought and received medical treatment (such as a doctor's note) will be considered reasonable documentation. For ESST used for reason (3) above, documentation must communicate that the employee or the employee's family member is experiencing domestic violence, sexual assault, or stalking and that the ESST was taken was for a covered purpose (such as a police report, court order, or an employee's written statement) will be considered reasonable documentation. signed by a health care professional; a police report indicating that the employee or the employee's family member was experiencing domestic violence, sexual assault or stalking; a court order; or an employee's written statement will be considered reasonable documentation. If the Company requires verification, and the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee will be allowed to provide an oral or written explanation which asserts: (a) that the employee's use of ESST was for an authorized purpose; and (b) how the Company's verification requirement creates an unreasonable burden or expense on the employee. The Company will consider the employee's explanation. Within ten calendar days of the employee providing an explanation about the existence of an unreasonable burden or expense, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the Company's verification requirement in a manner which does not result in an unreasonable burden or expense to the employee. If after the Company considers the employee's explanation, the Company and employee disagree that the Company's verification requirement results in an unreasonable burden or expense on the employee: (a) the Company and employee may consult with the Duluth City Clerk's Office regarding the verification requirement; and/or (b) the employee may file a complaint with the City Clerk's Office.

PAYMENT

ESST will be paid at the employee's standard hourly rate, for hourly employees, or an equivalent rate, for salaried employees. Use of ESST is not considered hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

An employee may carry over up to forty (40) hours of accrued, unused ESST to the following year.

Unused ESST under this policy will not be paid at separation.

ENFORCEMENT & RETALIATION

The Company prohibits retaliation or discrimination against an employee for requesting or using ESST or otherwise exercising or attempting to exercise any right provided in this policy or under applicable Duluth Ordinance, including participating in or assisting an investigation, proceeding or hearing under the law. Employees have the right to file a written complaint with the Duluth City Clerk's Office if ESST required by the Duluth Ordinance is denied by the Company or the employee is retaliated against for requesting or taking ESST as provided by the Duluth Ordinance.

Employees with questions concerning this policy should contact Human Resources.

ST. PAUL EARNED SICK AND SAFE TIME

ELIGIBILITY

The Company provides earned sick and safe time (ESST) to eligible employees who perform work within the City of St. Paul for at least eighty (80) hours in a year. For employees who work in St. Paul who are eligible for sick and safe time under the general sick time or other leave policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick time or other leave policy.

ACCRUAL

Employees begin to accrue ESST at the start of employment. Employees accrue one (1) hour of ESST for every thirty (30) hours worked, up to a maximum annual accrual of forty-eight (48) hours. Additionally, an employee's total ESST accrual balance may not exceed eighty (80) hours at any time ("overall accrual cap"). Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees can begin to use accrued ESST following their 90th calendar day of employment and may be used in quarter of an hour increments.

An employee may use ESST for the following reasons:

1. Due to the mental or physical illness, injury or health condition or for preventative medical care or medical diagnosis, care, or treatment of/for an employee or family member;
2. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate due to domestic violence, sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;
3. The closure of the employee's place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergency;
4. To accommodate the employee's need to care for a family member whose school or place of care has

been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency; or

5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; or other unexpected closure.

For purposes of this policy, family member means the employee's child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, parent-in-law, grandchild, grandparent, or registered domestic partners (as defined by the St. Paul Code of Ordinances), and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Upon request of an employee, the Company will provide information (in writing or electronically) regarding the employee's (1) accrued and available ESST and (2) used earned sick and safe time.

NOTICE AND DOCUMENTATION

Employees must comply with the Company's usual and customary notice and procedural requirements for absences or for requesting leave when requesting to use earned sick and safe time, and must include the expected duration of the absence (if known). For ESST of more than three (3) consecutive work days, or as otherwise permitted by law, employees may be required to provide reasonable documentation that ESST was taken for a covered reason, such as a signed statement by a health care provider indicating ESST was necessary or another medical document that shows they sought and received medical treatment, a police report, a court order, or an employee's written statement.

PAYMENT

ESST is paid at the same hourly rate as the regular rate of pay the employee earns from employment, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

Accrued, unused ESST may be carried over, but as indicated above, there is an overall accrual cap of eighty (80) hours. Once the overall accrual cap is reached, ESST will stop accruing until some ESST is used. Accrued, unused ESST will not be paid upon separation.

ENFORCEMENT & RETALIATION

Employees may be subject to discipline for using ESST under this policy for purposes other than those provided under this policy, to the maximum extent permitted by applicable law. Retaliation against employees who request or use ESST is prohibited. Employees have the right to file a complaint with the City of St. Paul Department of Human Rights and Equal Employment Opportunity if they believe they have been denied ESST, retaliated against, or that their rights to ESST has been otherwise interfered with or restrained; or may bring a civil action in the event of retaliation.

Employees with questions regarding this policy can contact Human Resources.

MINNEAPOLIS SICK AND SAFE TIME

ELIGIBILITY

The Company provides sick and safe time (SST) to employees who perform work within the City of Minneapolis for at least eighty (80) hours in a year. For employees who work in Minneapolis who are eligible for sick and safe time under the general sick time or other leave policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick time or other leave policy.

ACCRUAL

Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every thirty (30) hours worked, up to a maximum annual accrual of forty-eight (48) hours. Additionally, an employee's total SST accrual balance may not exceed eighty (80) hours at any time ("overall accrual cap"). Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees can begin to use accrued SST following their 90th calendar day of employment, and can be taken in quarter of an hour increments.

An employee may use SST for the following reasons:

1. Due to medical or mental health emergencies, and/or the mental or physical illness, injury or health condition or for preventative medical care or medical diagnosis, treatment, or recuperation of/for an employee or family member;
2. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate due to domestic violence, sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;
3. The closure of the employee's place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergency;
4. To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency; or
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; or other unexpected closure.

For purposes of this policy, family member means the employee's child, step-child, adopted child, foster child, adult child, spouse, registered domestic partner, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent, guardian, ward, or a person who currently resides in the employee's home.

NOTICE AND DOCUMENTATION

When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to their

supervisor. When the need to use SST is not foreseeable, employees must provide notice to their supervisor as soon as practicable. Employees who know that their absence will exceed one (1) day should also indicate the day that they expect to return to work. Employees may be required to confirm, either verbally or in writing, that they used SST for a reason covered under this policy. For SST of more than three (3) consecutive work days, employees may also be required to provide reasonable documentation that SST was taken for a covered reason, such as a note from a health care provider or a receipt of health care services provided. The Company reserves the right to delay payment for SST if there is clear evidence of misuse or until documentation requested (for an absence of more than three (3) consecutive work days) has been provided.

PAYMENT

SST is paid at the same hourly rate as employee's regular rate of pay (including shift differentials, if applicable, but not including overtime payments or any special forms of compensation such as lost tips, incentives, commissions, premium payments, or bonuses) for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

Accrued, unused SST may be carried over, but as indicated above, there is an overall accrual cap of eighty (80) hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used. Accrued, unused SST will not be paid upon separation.

ENFORCEMENT & RETALIATION

Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited. Employees have the right to file a complaint with the City of Minneapolis Labor Standards Enforcement Division if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

PREGNANCY & PARENTAL LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this handbook, the Minnesota Parental Leave Act, as amended ("MPLA"), may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any MPLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning MPLA leave, they should contact Human Resources.

ELIGIBILITY

In order to be eligible for leave under the MPLA, an employee must:

1. Have worked for the Company for at least twelve (12) months;
2. Have worked at least half the full-time equivalent position for their job during the 12-month period immediately preceding the request for leave; and

3. Work for an employer that has twenty-one (21) or more employees at any single location.

BASIC FAMILY AND MEDICAL LEAVE ENTITLEMENT

The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The MPLA provides eligible employees with up to twelve (12) weeks of unpaid leave (i) for the birth or placement for adoption of a child (but not foster care placement) or (ii) if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. Leave for the birth or adoption of a child may begin within twelve (12) months after the birth or adoption, except that where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital.

PROTECTION OF GROUP HEALTH INSURANCE

During any period of leave pursuant to the MPLA, employees may continue any health insurance coverage but employees may be required to pay the full cost of coverage.

RESTORATION OF EMPLOYMENT AND BENEFITS

As with FMLA leave, at the end of MPLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the MPLA.

WAGE DISCLOSURE PROTECTIONS

Under Minnesota law, an employer may not: (i) require nondisclosure by an employee of the employee's wages as a condition of employment; (ii) require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages; or (iii) take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily. Nonetheless, this policy should not be construed to: (i) create an obligation on the Company or an employee to disclose wages; (ii) permit an employee, without the written consent of the Company, to disclose proprietary information, trade secret information, or information that is otherwise subject to legal privilege or protected by law; (iii) diminish any existing rights under the National Labor Relations Act; or (iv) permit an employee to disclose wage information of other employees to a competitor of the Company. An employer may not retaliate against an employee for asserting rights or remedies set forth in this policy. An employee may bring a civil action against the Company for a violation of this policy. If a court finds that the Company has violated this policy, the court may order reinstatement, back pay, restoration of lost service credits, if appropriate, and the expungement of any related adverse records of an employee who was the subject.



New Jersey Supplement

New Jersey Supplement

Creative Circle] is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, New Jersey employees will receive the Company's national handbook ("Handbook") and the New Jersey Supplement to the Handbook ("New Jersey Supplement") (together, the "Employee Handbook").

The New Jersey Supplement applies only to New Jersey employees. It is intended as a resource containing specific provisions derived under New Jersey law that apply to the employee's employment. It should be read together with the Handbook and, to the extent that the policies in the New Jersey Supplement are different from or more generous than those in the Handbook, the policies in the New Jersey Supplement will apply.

The New Jersey Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO or the Board of Directors of the Company has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President and CEO or the Board of Directors of the Company.

If employees have any questions about these policies, they should contact their Human Resources representative.

NEW JERSEY EARNED SICK LEAVE

ELIGIBILITY

The Company provides paid earned sick leave (ESL) to employees who work in New Jersey. For employees who work in New Jersey who are eligible for sick leave under any general company policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general company policy and/or any other applicable sick time/leave law or ordinance.

ACCRUAL

Employees begin accruing ESL pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of ESL for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each benefit year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case ESL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees may begin using accrued ESL on the 120th calendar day of employment. ESL may be used in 15 minute increments. An employee may not use more than forty (40) hours of ESL in any benefit year.

Employees may use ESL for the following reasons:

1. Diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. Diagnosis, care, or treatment of, or recovery from, a family member's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the family member;
3. Circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:
 - a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
 - b. Services from a designated domestic violence agency or other victim services organization;
 - c. Psychological or other counseling;
 - d. Relocation; or
 - e. Legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.
4. Time during which the employee is not able to work because of:
 - a. a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
 - b. the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
 - c. during a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
5. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner,

or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

NOTICE AND DOCUMENTATION

If an employee's need to use ESL is foreseeable, employees must provide seven (7) calendar days advance notice, prior to the date the leave is to begin, of the intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, employees must give notice of the intention to use ESL as soon as practicable. The Company may prohibit employees from using foreseeable ESL on certain dates, or require reasonable documentation if ESL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the employee uses ESL for three (3) or more consecutive work days. If ESL is taken for reasons (1) or (2) above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation. If ESL is taken for reason (3) above, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence. If ESL is taken for reason (4) above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation. If ESL is taken for reason (5) above, tangible proof of the school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability shall be considered reasonable documentation.

An employee's use of ESL will not be conditioned upon searching for or finding a replacement worker.

PAYMENT

ESL will be paid at the same rate of pay with the same benefits as the employee normally earns, but no less than the state minimum wage. Use of ESL will not be counted as hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

An employee may carry over up to forty (40) hours of accrued, unused ESL under this policy to the following benefit year. Accrued but unused ESL under this policy will not be paid at separation.

ENFORCEMENT & RETALIATION

Employees have the right to request and use ESL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy or under applicable law.

Employees with questions regarding this policy can contact Human Resources.

FAMILY LEAVE INSURANCE BENEFITS

Employees taking time off work (i) to care for a family member with a serious health condition, (ii) to bond with a child during the first 12 months after birth or placement of the child for adoption or as a foster child, (iii) to engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), on the employee's own behalf, if the employee is a victim of an incident of domestic violence a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence a sexually violent offense (except for any time for which the employee receives disability benefits for a disability caused by the violence or offense), or (iv) in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the family member of the employee required due to: (a) the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and (b) the recommendation, direction, or order of the provider or authority that the family member be isolated or quarantined as a result of suspected exposure to a communicable disease, may be eligible to receive family leave benefits through the state, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

For purposes of this policy, family member includes the employee's child (including a child conceived through a gestational carrier agreement), parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an associate is eligible for such benefits.

Employees who need to take time off work for a reason set forth above should speak to Human Resources, who will provide information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information. Employees should maintain regular contact with Human Resources during this time away from work so we may monitor employees' return-to-work status. In addition, employees should contact Human Resources when ready to return to work so we may determine what positions, if any, are open.

Employees taking time off work who receive paid family leave benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act and/or the NJ SAFE Act, if applicable. Please see the "Family and Medical Leave" and/or the NJ SAFE Act policies for eligibility requirements.

LEAVE FOR DOMESTIC/SEXUAL VIOLENCE

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), provides that certain employees are

eligible to receive an unpaid leave of absence, for a period not to exceed twenty (20) days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in New Jersey that employs twenty-five (25) or more employees for each working day during each of twenty (20) or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence or a victim of a sexually violent offense. Leave may also be taken by an employee whose family member is a victim of domestic violence or a sexually violent offense. Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

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

For purposes of this policy, family member includes the employee's child, parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave, unless an emergency or other unforeseen circumstances precludes prior notice. In all instances, notice should be provided as far in advance as reasonable and practicable under the circumstances. The Company may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Company will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The unpaid leave may be taken intermittently in intervals of no less than one (1) day. Employees may elect to substitute available paid time off or any family temporary disability leave benefits during unpaid leave taken under this policy, but this substitution does not extend the length of the leave. If the employee requests leave for a

reason covered by both the NJ SAFE Act and the NJ Family Leave Act, or the federal FMLA, the leave will count simultaneously against the employee's entitlement under each respective law.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one (1) year of the date of the alleged violation.

NEW JERSEY FAMILY LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the New Jersey Family Leave Act ("NJFLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any NJFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning NJFLA leave, they should contact Human Resources.

ELIGIBILITY

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must:

1. Have been employed by the Company for at least twelve (12) months;
2. Have worked at least 1,000 "base hours" during the 12-month period preceding the leave; and
3. Be employed by an employer with thirty (30) or more employees.

"Base Hours" are the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

BASIC FAMILY AND MEDICAL LEAVE ENTITLEMENT

The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. The NJFLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family reasons during a 24-month period. NJFLA leave may be taken because of: (i) the birth of a child including via a surrogate or gestational carrier; (ii) the placement of a child with the employee for adoption or foster care; (iii) to care for the employee's family member who has a serious health condition; or (iv) in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which: (a) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency; (b) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or

suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or (c) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

For purposes of NJFLA, a “family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

As noted above, because the NJFLA is only a “family leave” law, employees should note that leave granted due to an employee’s own serious health condition is not covered by the NJFLA. This can result in important distinctions in the calculation of available leave. For example, because the period of leave caused by an employee’s disability due to pregnancy or childbirth is more properly classified as leave due to an employee’s own serious health condition, the Company normally would count such time toward the employee’s FMLA allotment only. Once the period of disability due to pregnancy or childbirth has ended (i.e., employee is cleared to return to work), an employee would be eligible to use their leave under the NJFLA to care for the employee’s newborn child and run that time concurrently with any remaining FMLA leave. In instances where an employee remains disabled due to childbirth and an employee has no FMLA leave remaining, the Company will allow employees to begin using NJFLA leave.

INTERMITTENT LEAVE AND REDUCED LEAVE SCHEDULES

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one work day over a period of 12 consecutive months. Additionally, under NJFLA, employees may take intermittent leave for bonding with the employee’s child after birth or placement of the child for adoption or as a foster child. NJFLA also may be taken intermittently in the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, if: (1) the covered individual provides the Company with prior notice of the leave as soon as practicable; and (2) the covered individual makes 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 commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken.

EMPLOYEE RESPONSIBILITIES

Under the NJFLA, employees must provide fifteen (15) days’ advance notice of the need to take NJFLA leave when an employee requests intermittent leave to care for a family member with a serious health condition or to bond with to bond with a child after birth or placement of the child for adoption or as a foster child, unless an emergency or other unforeseen circumstance precludes prior notice. For other leave requests, the advance notice requirement remains 30 days, consistent with FMLA.

SUBSTITUTE PAID LEAVE FOR UNPAID FMLA AND NJFLA LEAVE

Employees may use any accrued paid time off while taking unpaid FMLA and/or NJFLA leave, except that employees will not be required to use any paid time off during any leave also covered under the New Jersey

SAFE Act. The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with an employee's FMLA and/or NJFLA entitlement.

PROTECTION OF GROUP HEALTH INSURANCE AND OTHER BENEFITS

If an employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on NJFLA only leave likely will trigger COBRA requirements due to a reduction in hours worked.

RESTORATION OF EMPLOYMENT AND BENEFITS

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: (1) the employee is a salaried employee among the highest paid 5% of employees or one of the seven (7) highest paid employees; and (2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. Nonetheless, the Company may not deny reinstatement when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two (2) weeks.



New York Supplement

New York Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, New York employees will receive the Company's national handbook ("Handbook") and the New York Supplement to the Handbook ("New York Supplement") (together, the "Employee Handbook").

The New York Supplement applies only to New York employees. It is intended as a resource containing specific provisions derived under New York law that apply to the employee's employment. It should be read together with the Handbook and, to the extent that the policies in the New York Supplement are different from or more generous than those in the Handbook, the policies in the New York Supplement will apply.

The New York Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO or the Board of Directors of the Company has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President and CEO or the Board of Directors of the Company.

If employees have any questions about these policies, they should contact their Human Resources representative.

NEW YORK PAID SICK LEAVE

ELIGIBILITY

The Company provides paid sick leave to eligible employees who work in New York. For employees who work in New York who are eligible for sick leave under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

ACCRUAL

Employees begin accruing paid sick leave pursuant to this policy on September 30, 2020 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of fifty-six (56) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

USAGE

Employees may begin using accrued paid sick leave on January 1, 2021. Paid sick leave may be used in

a minimum increment of four (4) hours or as otherwise provided in the Handbook. An employee may not use more than fifty-six (56) hours of accrued paid sick leave in any calendar year.

Employees may use accrued paid sick leave:

1. For a mental or physical illness, injury, or health condition of such employee or such employee's family member, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that such employee requests such leave;
2. For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, such employee or such employee's family member; or
3. For an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

A person who has committed such domestic violence, family offense, sexual offense, stalking, or human trafficking will not be eligible for paid sick leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.

For purposes of this policy, "family member" means an employee's child (biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling, grandchild, or grandparent; and the child or parent of an employee's spouse or domestic partner.

NOTICE AND DOCUMENTATION

Employees may make requests to use paid sick leave orally or in writing. Employees must provide reasonable advance notice of the need to use accrued paid sick leave their supervisor if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation for the use of paid sick leave to the extent permitted by applicable law. The Company will not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of such employee or such employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing paid sick leave.

PAYMENT

Paid sick leave will be paid at the employee's regular rate of pay or the applicable state minimum wage, whichever is greater. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

CARRYOVER & PAYOUT

An employee may carry over accrued, unused paid sick leave under this policy to the following calendar year, to the extent required by law. Accrued but unused paid sick leave under this policy will not be paid at separation.

ENFORCEMENT & RETALIATION

Employees will not be discharged, threatened, penalized or in any other manner discriminated or retaliated against because such employee has exercised their rights to paid sick leave under this policy and applicable law including, but not limited to, requesting paid sick leave and using paid sick leave, consistent with this policy and applicable law.

If employees have any questions regarding this policy, they should contact Human Resources.

PAID SAFE AND SICK TIME (NEW YORK CITY)

The Company provides eligible employees with paid safe and sick time in accordance with the requirements of the New York City Earned Safe and Sick Time Act (ESSTA).

The guidelines set forth in this policy do not supersede applicable federal, state or local law regarding leaves of absence, including leave taken under the Family and Medical Leave Act (FMLA) and/or as a reasonable accommodation under the Americans with Disabilities Act or Americans with Disabilities Act Amendments Act of 2008 or any other applicable federal, state or local law, including those prohibiting discrimination and harassment. For employees who work in New York City who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

ELIGIBILITY

All employees (whether full-time, part-time, or temporary) who work more than 80 hours per calendar year in New York City are eligible to accrue paid safe/sick time. The calendar year shall be the consecutive 12-month period beginning January 1st and ending on December 31st.

ACCRUAL OF SICK TIME

Eligible employees will begin to accrue paid safe/sick time on the employee's date of hire. Safe/Sick time is accrued at a rate of one hour for every 30 hours worked in New York City, up to a maximum accrual of 56 hours in a single calendar year. Time off for safe, sick, vacation or other paid time off is not included in actual hours worked. Salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular work week is less than forty 40 hours, in which case sick time accrues based upon that regular workweek.

USAGE OF SICK AND SAFE TIME

Eligible employees may begin using accrued paid sick/safe time immediately. Paid safe/sick time may be used in an initial increment of one-quarter of an hour or as otherwise provided in the Handbook. Eligible employees may use up to 56 hours of paid safe/sick time in any calendar year.

SICK TIME

Sick time may be used only in the event of:

- An eligible employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness injury or health condition or need for preventive medical care (e.g., screenings, checkups, patient counseling to prevent health problems);
- Care of an eligible family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or
- Closure of the workplace by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

SAFE TIME

An employee may use safe time due to any of the following reasons when the employee or a family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking:

- to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking, or human trafficking;
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;
- to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
- to file a complaint or domestic incident report with law enforcement;
- to meet with a district attorney's office;
- to enroll children in a new school; or
- to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Eligible family members include an employee's spouse or registered domestic partner; parent, parent-in-law or parent of a domestic partner; child or child of a domestic partner, including a biological, adopted or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis; siblings, including half-siblings, step-siblings and siblings related through adoption; grandchildren and grandparents, any other individual related by blood to the employee; and any other individual whose

close association with the employee is the equivalent of a family relationship.

Paid safe/sick time may not be used as additional vacations days. Additionally, paid safe/sick time may not be used to extend employment or to delay a termination date. An employee who uses safe/sick time for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

An employee's use of safe/sick time will not be conditioned upon searching for or finding a replacement worker.

Employees will be advised of the amount of safe/sick time accrued and used during a pay period and total balance of accrued safe/sick time on the employee's pay statement or other form of written documentation provided each pay period.

REQUESTING SAFE/SICK TIME; DOCUMENTATION

Employees may make requests to use paid safe/sick time orally or in writing. Employees must provide seven days' advanced notice if the need for safe/sick time is foreseeable (i.e., expected or planned leave). When the need for safe/sick time is unforeseeable the Company does not require advance written notice, but employees should provide notice as early as practicable. To provide notice of the need to use safe/sick time, employees should contact their Human Resources representative.

If sick time is for more than three consecutive work days, the Company may request that employees provide supporting documentation from a licensed health care provider establishing the need for and duration of sick time. The medical documentation should not disclose the nature of an employee's illness, injury or health condition.

If safe time is for more than three consecutive work days, the Company may request that employees provide supporting documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance establishing the need for safe time; a police or court record; or a notarized letter from the employee explaining the need for such time. The documentation should not disclose the details of the domestic violence, family offense matter, sexual offense, stalking, or human trafficking.

If requested, such documentation must be provided within seven (7) days of returning to work. Where a health care provider charges an employee a fee for providing supporting documentation requested by the Company, the Company will reimburse the employee for such fee. The Company also will reimburse the employee for all reasonable costs or expenses incurred for obtaining supporting documentation requested by the Company for safe time. Work days are the days or parts of days employees would have worked had they not used safe/sick time.

Failure to provide required documentation may result in delay or denial of leave, and could result in discipline.

If safe/sick time is for fewer than three consecutive days, the Company may request that employees

provide written confirmation that they used the time for a permissible purpose.

RATE OF PAY AND OVERTIME

Paid safe/sick time will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Safe/sick time is not considered time worked for the purpose of calculating overtime for the week in which the safe/sick time was taken. Employees will not receive overtime pay for safe/sick leave.

For employees paid in whole or part on a commission basis, the pay rate for safe/sick time will be the greater of the employee's base wage or the current minimum wage.

For employees paid in whole or part on a piecework basis, the rate of pay for safe/sick time will be calculated by adding the employee's total earnings from all sources for the most recent seven work days in which no leave was taken and then dividing by the number of hours worked during those seven days. If employees work more than one job for the Company or if their pay fluctuates for one job, the rate of pay for safe/sick time will be the rate they would have been paid during the period of safe/sick leave.

LEAVE CARRYOVER

An employee may carry over accrued, unused paid safe/sick time under this policy to the following calendar year. The Company does not offer pay in lieu of actual safe/sick time.

EFFECT ON OTHER RIGHTS AND POLICIES

The Company may provide other forms of leave for employees to care for medical conditions under certain federal, state and municipal laws. In certain situations leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

SEPARATION FROM EMPLOYMENT

Compensation for accrued and unused paid safe/sick time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within six months of separation from employment, previously accrued but unused safe/sick time will be immediately reinstated.

RETALIATION

Employees have the right to request and use safe/sick time. The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains safe/sick time under this policy or who makes a good faith complaint about a possible ESSTA violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any employee who informs another person about the rights under the ESSTA.

NEW YORK CITY LACTATION ACCOMMODATION POLICY

In accordance with the New York City Human Rights Law, the Company provides reasonable accommodations for employees' pregnancy, childbirth, or related medical conditions, including accommodations for lactation.

LACTATION ROOM AVAILABLE TO EMPLOYEES

The Company will provide breastfeeding employees with a sanitary place, other than a bathroom, in close proximity to her work area, in which to express her milk in private. The place shall and will be safe, clean, shielded from view and free from intrusion; it will contain a surface on which to place a breast pump and other personal items; and it will have a comfortable place to sit, with access to electricity.

The room shall and will have access to a refrigerator and running water. If the room designated by the Company to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while an employee is using the room to express breast milk. While an employee is using the room to express milk, the Company will provide notice to other employees that the room is given preference for use as a lactation room.

When more than one employee needs a room in which to express breast milk, the Company will discuss various options with all the employees who would use a lactation room to determine what arrangement addresses each employee's needs such that each employee has access to a lactation room. Options may include: finding an alternative space; sharing the space among multiple users with screens, curtains, or other privacy measures; or creating a schedule for use. Any accommodation will ensure each employee is afforded a reasonable amount of time to express breast milk.

REASONABLE TIME TO EXPRESS BREAST MILK

A reasonable amount of break time will be provided to eligible employees who want to express breast milk, consistent with Section 206-c of the New York State Labor Law. If possible, the break time should coincide with the employee's paid break time; if not, the break time may not be paid. The Company does not require the employee to work while pumping. However, if the employee works while pumping, the employee will be paid at their regular rate for that time.

LACTATION ACCOMMODATION REQUEST PROCESS

Eligible employees may request lactation accommodation by contacting the Human Resources Department via phone, e-mail, or other direct communication. The Company's Human Resources contact will respond to any such request for accommodation within five (5) business days; both parties shall then engage in an interactive process to determine the appropriate accommodations. The Company recognizes that employees' lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

If Company believes that the lactation accommodation requested by employee poses an undue hardship on the Company, Company will discuss reasonable alternatives with the employee to accommodate the employee's needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request.

HARASSMENT AND RETALIATION

Breastfeeding shall not constitute a source of discrimination in employment or in access to employment. It is prohibited under this policy to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile, or offensive working environment. Any incident of harassment of a breastfeeding employee will be addressed in accordance with the Company's policies and procedures for discrimination and harassment. Additionally, retaliation against an employee for exercising her rights under this Policy is strictly prohibited.

PAID FAMILY LEAVE (NEW YORK STATE)

ELIGIBILITY

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date paid family leave ("PFL") begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days prior to the date PFL begins) are eligible for PFL. Paid time off can be counted toward an employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. An employee has the option to file a waiver of PFL and therefore not be subject to deductions when his or her regular employment is: (i) 20 or more hours per week but the employee will not work 26 consecutive weeks; or (ii) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period.

ENTITLEMENT

PFL is available to eligible employees for up to twelve (12) weeks on or after January 1, 2021 within any 52 consecutive week period: (a) to participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, parent-in-law, grandchild, or grandparent) with a serious health condition; or (b) to bond with the employee's child during the first twelve months after the child's birth, adoption or foster care placement; or (c) for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States. The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions. On or after January 1, 2021, the weekly monetary benefit will be 67% of the employee's average weekly wage or 67% of the state average weekly wage, whichever is less.

The Company and an employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If an employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. An employee receiving reduced earnings may be eligible for PFL.

Leave may not be taken for any one, or for a combination of, the following reasons: (i) for a birth mother's pregnancy or prenatal conditions; (ii) for an employee's own health condition; and/or; (iii) for an employee's own qualifying military event.

DEFINITION OF A SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition, including transplantation, preparation and recovery from surgery related to organ or tissue donation, that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times by a health care provider; or (b) treatment on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity.

Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently in increments of at least one full day or on a reduced leave schedule, except that an employee may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must make reasonable efforts to schedule intermittent or reduced leave so as not to unduly disrupt the Company's operations. Leave taken on an intermittent or reduced leave schedule will not result in a reduction of the total amount of leave to which an employee is entitled beyond the amount of leave actually taken.

EMPLOYEE RESPONSIBILITIES

An employee must provide thirty (30) days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When thirty (30) days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure by the employee to provide (30) days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to thirty (30) days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. An employee requesting paid family leave must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) to Sentry Insurance: (1) Bonding Certification: PFL-2 Form plus documentation; (2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or (3) Military Qualifying Event: PFL-5 Form plus documentation.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Any employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

LEAVE CONCURRENT WITH FMLA

The Company will require an employee who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, the Company may deduct one (1) day of PFL from an employee's annual available PFL.

QUESTIONS AND/OR COMPLAINTS ABOUT PFL

If employees have any questions regarding this policy, they should contact Human Resources. If employees have any questions regarding this policy, they should contact Human Resources. The Company is committed to complying with the PFL and shall interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or denied job restoration as a result of requesting and/or taking PFL, they must send Human Resources a formal request for job reinstatement using the Formal Request For Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of <https://www.ny.gov/PaidFamilyLeave>. Employees must file the completed form with

the Company and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030. If the Company does not comply with an employee's request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York Paid Family Leave website. Once an employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.

BLOOD DONATION LEAVE

New York State law permits employees who work an average of twenty (20) or more hours per week to take a leave period of up to three hours of unpaid leave per calendar year during their regular work schedule for off-premise blood donation. Employees seeking leave to donate blood must give reasonable notice to their supervisors of at least three working days prior to taking leave for blood donation, and employees must provide documentation to their supervisors immediately after such leave is taken. The Company will not retaliate or tolerate retaliation against an employee for requesting or taking blood donation leave.

NON-DISCRIMINATION POLICY REGARDING REPRODUCTIVE HEALTH DECISION MAKING

NON-DISCRIMINATION STATEMENT

The Company (a) will not discriminate or retaliate against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making; (b) will not require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, and (c) will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making without the employee's prior written consent. This policy covers all reproductive health decision making rights, including but not limited to the decision to use or access a particular drug, device or medical service.

PROTECTION AGAINST RETALIATION

Retaliation is prohibited against any person by another employee or by the Company for exercising any rights granted under this policy. An employee should report any retaliation to his or her supervisor, any management team member, or Human Resources.

For the purposes of this policy, retaliation means discharging, suspending, demoting, or otherwise penalizing an employee for: making or threatening to make a complaint to the Company, co-worker, or to a public body that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Discrimination or retaliation under this policy is not only prohibited by the Company, but it is also

prohibited by New York law. An employee may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy, and the court may award damages or equitable relief to a prevailing plaintiff.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.
to proceed in federal court.



Oregon Supplement

Oregon Supplement

ASGN and its subsidiaries are committed to workplace policies and practices that comply with federal, state and local laws. For this reason, this Oregon Supplement to the ASGN Anti-Harassment and Discrimination Policy is being provided to Oregon employees. It is intended to be read together with the ASGN Anti-Harassment and Discrimination Policy (“Policy”), and is intended as a resource containing specific provisions derived under Oregon anti-sexual harassment laws. The Policy and this Oregon Supplement will be referred to below collectively as the “Policy.”

Individuals who believe they have been the victims of conduct prohibited by this Policy including discrimination or harassment (including conduct that constitutes sexual assault) or believe they have witnessed such conduct should report their concerns to humanresources@creativecircle.com. As an alternative, employees may report such conduct to Kate Dixon, VP of Human Resources & Internal Recruiting, kdixon@creativecircle.com.

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to discrimination or harassment (including conduct that constitutes sexual assault), the employee may file a formal complaint with the Equal Employment Opportunity Commission or the Oregon Bureau of Labor and Industries.

A claim alleging discrimination or harassment (including conduct that constitutes sexual assault) prohibited by Oregon law, must be filed no later than five years after the occurrence of the alleged conduct.

Under Oregon law, employers may not require or coerce an employee to enter into a nondisclosure or nondisparagement agreement that has the purpose or effect of preventing an employee from disclosing or discussing conduct that constitutes unlawful discrimination or harassment (including conduct that constitutes sexual assault) that occurred between employees in the workplace or at a work-related event, or between employees and the employer at or away from the workplace. Any employee claiming to be the victim of discrimination or harassment (including conduct that constitutes sexual assault) may voluntarily request to enter into a nondisclosure or nondisparagement agreement. Any employee who voluntarily enters into a nondisclosure or nondisparagement agreement shall have seven days to revoke the agreement.

Employers and employees are advised to document any incidents involving discrimination or harassment (including conduct that constitutes sexual assault) as defined by Oregon law.



Pennsylvania Supplement

Pennsylvania Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Pennsylvania employees will receive the company's national handbook ("Handbook") and the Pennsylvania Supplement to the Handbook ("Pennsylvania Supplement") (together, the "Employee Handbook").

The Pennsylvania Supplement applies only to Pennsylvania employees. It is intended as a resource containing specific provisions derived under Pennsylvania law that apply to the employee's employment. It should be read together with the national Handbook and, to the extent that the policies in the Pennsylvania Supplement are different from, or more generous than those in the Handbook, the policies in the Pennsylvania Supplement will apply.

The Pennsylvania Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the president and CEO, or the company's board of directors, has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the president and CEO or the board of directors.

If employees have any questions about these policies, they should contact their Human Resources representative.

PHILADELPHIA WAGE THEFT ORDINANCE NOTICE

Employees who perform work in Philadelphia or entered into an employment contract in Philadelphia and believe they have not been paid for all of the wages they have earned may file a complaint for unpaid wages pursuant to the Philadelphia Wage Theft Ordinance, Philadelphia Code, Chapter 9-4300 (effective July 1, 2016). Retaliation against an employee who files such a complaint is prohibited. Each employee has a right to file a complaint or bring a civil action if the employer fails to pay all wages earned by the employee.

PAID SICK TIME (PHILADELPHIA)

The company provides eligible employees with paid sick time in accordance with the requirements of the Philadelphia Promoting Healthy Families and Workplaces Ordinance (PHFWO). For employees who work in Philadelphia who are eligible for sick time under the general paid sick time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick time policy and/or any other applicable sick time/leave law or ordinance.

ELIGIBILITY

Employees who work at least 40 hours per calendar year in the city of Philadelphia (excluding independent contractors, seasonal workers, employees hired for a term of less than six months, employees covered by a bona fide collective bargaining agreement, interns, adjunct professors and pool employees) are eligible to accrue paid sick time.

ACCRUAL OF SICK TIME

Eligible employees will begin to accrue paid sick time on May 13, 2015, or upon their date of hire, whichever occurs later. Sick time is accrued at a rate of one hour for every 40 hours worked in Philadelphia, up to a maximum accrual of 40 hours in a calendar year. Salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular work week is less than 40 hours, in which case sick time accrues based upon that regular workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning Jan. 1 and ending on Dec. 31.

USE OF PAID SICK TIME

Eligible employees may use sick time for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventive medical care;
- Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care; or
- Absence due to domestic abuse, sexual assault or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
 - Medical attention;
 - Services from a victim services organization;
 - Psychological or other counseling;
 - Relocation; or
 - Legal services or remedies (e.g., preparing for or participating in a civil or criminal legal proceeding).

Employees who exhaust paid sick leave for purposes related to domestic abuse, sexual assault or stalking may still be eligible for unpaid leave for this purpose and should consult the Company's Domestic Violence, Sexual Assault or Stalking Victim Leave policy or contact Human Resources for further information.

For purposes of this policy, a family member means the employee's current spouse or life partner, child or individual for whom the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, spouse of a

sibling, grandparent, spouse of a grandparent, or grandchild. These familial relationships include not only biological relationships, but also relationships resulting from adoption, steprelationships, and foster care relationships. The definition of child applies without regard to a child's age or dependency status. For purposes of this policy, a life partnership is defined as a long-term committed relationship between two unmarried individuals of the same sex or gender identity. Eligible employees may not use accrued paid sick time until the employee's 90th calendar day of employment.

Paid sick time may be used in one-quarter hour increments. Eligible employees may use up to 40 hours of paid sick time in any calendar year.

REQUESTING SICK TIME/DOCUMENTATION

When the need for sick time is foreseeable, employees must provide reasonable advance notice, either orally or in writing, of the need for sick leave and must make a reasonable effort to schedule sick time in a manner that does not unduly disrupt company operations. For all other absences, employees must notify the company before the start of their scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. When possible, an employee's request for sick time must include the expected duration of the sick leave. To provide notice of the need to use sick time, employees should contact their Human Resources representative. If sick time is for more than two consecutive work days, the company may request that employees provide reasonable documentation that the sick time is being used for a permissible purpose.

LEAVE CARRYOVER

Employees who have accrued time remaining at the end of the year may carry over the accrued and unused time to the next calendar year. However, employees may not use more than 40 hours of sick time in a calendar year.

The company does not offer pay in lieu of actual sick time.

EFFECT ON OTHER RIGHTS AND POLICIES

The company may provide other forms of leave for employees to care for medical conditions or leave related to domestic abuse, sexual assault or stalking under certain federal, state and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or local law, provided eligibility requirements for that law are met. The company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other federal, state, and local medical, family, or domestic abuse victim leave rights.

SEPARATION FROM EMPLOYMENT

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

RETALIATION

The Company prohibits discrimination and/or retaliation against employees who request or use sick time for authorized circumstances protected by law, and against employees who file a complaint about an alleged violation of this policy, or inform others about their rights under this policy. Employees may file a complaint or bring a civil action if sick time as required by law is denied the employee or if the employee is retaliated against for requesting or taking sick time.

CONFIDENTIALITY

The Company will, in accordance with applicable federal and state law, treat as confidential health information or information pertaining to domestic abuse, sexual assault or stalking about an employee or employee's family member. Such information will not be released without the employee's express permission, unless otherwise required by law.



Rhode Island Supplement

Rhode Island Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Rhode Island employees will receive the company's national handbook ("Handbook") and the Rhode Island Supplement to the Handbook ("Rhode Island Supplement") (together, the "Employee Handbook").

The Rhode Island Supplement applies only to Rhode Island employees. It is intended as a resource containing specific provisions derived under Rhode Island law that apply to the employee's employment. It should be read together with the Handbook and, to the extent that the policies in the Rhode Island Supplement are different from or more generous than those in the Handbook, the policies in the Rhode Island Supplement will apply.

The Rhode Island Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the president and CEO or the board of directors of the company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the president and CEO or the board of directors of the company.

If employees have any questions about these policies, they should contact their Human Resources representative.

WHISTLEBLOWER PROTECTIONS

Employees have the right under the Rhode Island Whistleblowers' Protection Act to complain of workplace practices or policies that they believe to be in violation of law, against public policy, and/or fraudulent or unethical.

The company will not take any adverse employment action or otherwise retaliate against any employee (or a person acting on behalf of the employee) who:

- Reports (or is about to report) to the employee's supervisor or a public body a violation of law, regulation, or rule promulgated under the law, which the employee knows or reasonably believes has occurred or is about to occur
- Is requested by a public body to testify or participate in an investigation, hearing, or inquiry held by the public body or in a court action; or
- Refuses to violate or assist in violating federal, state or local law, rule or regulation.

Employees who wish to report such violations should contact Human Resources, the anonymous toll-free hotline or any of the other contacts listed in the Handbook's reporting and anti-retaliation policy.

Employees should also consult the reporting and anti-retaliation policy set forth in the Handbook for further information about reporting potential misconduct and protections from retaliation.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

Creative Circle is committed to providing a work environment free of harassment. The company complies with Rhode Island law and maintains a strict policy prohibiting sexual harassment and harassment against employees or applicants for employment based on race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), country of ancestral origin, disability, age (40 and over), sexual orientation, gender identity or expression, homelessness, genetic information, HIV/AIDS status, lawful use of tobacco products outside of the workplace, military/reservist status and any other category protected under applicable federal, state, or local law.

All employees are expected to comply with the company's sexual and other unlawful harassment policy, as set forth in the national Handbook. The purpose of this policy is to provide Rhode Island employees with additional information regarding harassment.

While the sexual and other unlawful harassment policy sets forth the company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Sexual harassment in the workplace is unlawful. It is also unlawful to retaliate against an employee for filing a complaint of harassment, including a complaint of sexual harassment, or for cooperating in an investigation of a complaint for harassment, including sexual harassment.

Any employee who believes that they have been harassed or discriminated against should provide a written or verbal report to their supervisor, another member of management, or to Human Resources as soon as possible. The responsibility to investigate complaints of harassment has been assigned to Kate Dixon, VP of Human Resources. Kate Dixon can be reached at kdixon@creativecircle.com.

Employees who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

- The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment complaints, including claims of sexual harassment. The EEOC can be reached at:

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203

Tel: [800-669-4000](tel:800-669-4000)
Fax: [617-565-3196](tel:617-565-3196)
TTY: [800-669-6820](tel:800-669-6820)

- The Rhode Island Commission for Human Rights (RICHR) is the state agency responsible for handling complaints of harassment, including sexual harassment. The RICHR can be reached at:

180 Westminster Street, 3rd Floor
Providence, RI 02903

Tel: [401-222-2661](tel:401-222-2661)

Fax: [401-222-2616](tel:401-222-2616)

TTY: [401-222-2664](tel:401-222-2664)

PREGNANCY ACCOMODATIONS

The company will not discriminate against an employee in relation to pregnancy, childbirth, and related conditions.

The company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth, or related conditions, unless the accommodation would pose an undue hardship on the company's business. Such accommodations include, but are not limited to: more frequent or longer breaks; time off to recover from childbirth; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or less hazardous position; job restructuring; light duty; assistance with manual labor; break time and private non-bathroom space for expressing breast milk; or modified work schedules.

The company will not require an individual with a need related to pregnancy, childbirth, or a related medical condition to accept an accommodation that the individual chooses not to accept. This includes, but is not limited to, taking leave if another reasonable accommodation can be provided to an employee's condition related to the pregnancy, childbirth, or a related medical condition.

The company will not deny employment opportunities to an employee or prospective employee, if such denial is based on the company's inability to reasonably accommodate an employee's or prospective employee's condition related to pregnancy, childbirth, or a related medical condition.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources at humanresources@creativecircle.com.

RHODE ISLAND PAID SICK AND SAFE LEAVE

Eligibility: This company provides paid sick and safe leave time ("PSSL") to employees in Rhode Island. For employees whose primary place of work is in Rhode Island and are eligible for paid time off under a general paid sick time policy or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick time policy and/or any other applicable sick time/leave law or ordinance.

Accrual: Employees begin accruing PSSL pursuant to this policy on July 1, 2018, or at the start of employment, whichever is later. Employees accrue one hour of PSSL for every 35 hours worked and all hours paid by the company while collecting paid time off benefits, including, but not limited to holiday

pay, personal time, sick time and vacation time, up to a maximum of 24 hours during the calendar year of 2018, 32 hours during calendar year 2019, and up to a maximum of 40 hours per calendar year thereafter. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case PSSL accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning Jan. 1 and ending on Dec. 31.

Usage: Current employees may use PSSL as it accrues. Employees, other than temporary employees, hired after July 1, 2018, may begin using PSSL on the 90th calendar day of employment. Temporary employees may begin using PSSL on the 180th calendar day of employment. Paid sick time may be used in one-quarter hour increments. An employee may not use more than 24 hours of PSSL during the calendar year of 2018, 32 hours during calendar year 2019 and 40 hours of PSSL in a calendar year thereafter.

Employees may use PSSL for:

1. An employee's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; need for preventive medical care
2. Care of an employee's family member with a mental or physical illness, injury, or health condition; who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; who needs preventive medical care
3. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction, or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether the employee or family member has actually contracted the communicable disease; or
4. Time off needed when the employee or an employee's family member is a victim of domestic violence, sexual assault or stalking.

For purposes of this policy, family member includes: a child; parent (including a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stands in loco parentis to the employee or the employee's spouse or domestic partner when they were a child); spouse; parent-in-law, grandparent, grandchild, domestic partner, sibling, care recipient, or other member of the employee's household (person that resides at the same physical address as the employee or a person that is claimed as a dependent by the employee for federal income tax purposes).

An employee's use of PSSL will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the company otherwise, we will assume, subject to applicable law, that employees want to use available PSSL for absences for reasons set forth above and employees will be paid for such absences to the extent they have PSSL available.

Notice & Documentation: When the use of PSSSL is foreseeable, employees are required to make a reasonable effort to schedule the use of PSSSL in a manner that does not unduly disrupt the company's operations. When the use of PSSSL is not foreseeable, the employee must notify the company before the start of their scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. To provide notice of the need to use sick time, employees should contact their Human Resources representative.

For PSSSL of more than three consecutive work days, the company requires reasonable documentation that the PSSSL has been used for a covered purpose. For reasons 1 and 2 above, documentation signed by a health care professional indicating that PSSSL is necessary is reasonable, but should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse, or stalking. For reason 4 above, any of the following types of documentation selected by the employee are reasonable:

1. An employee's written statement that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes in reason 4 above
2. A police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault, or stalking
3. A court document indicating that the employee or employee's family member is involved in legal action related to domestic violence, sexual assault, or stalking; or
4. A signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization or is involved in legal action related to domestic violence, sexual assault, or stalking

An employee is not required to provide documentation to the company if it would result in an unreasonable burden or expense, or exceed privacy or verification requirements otherwise established by law.

PSSSL may not be used as an excuse to be late for work without an authorized purpose. If an employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for PSSSL, the employee will be disciplined, up to and including termination of employment for misuse of PSSSL.

If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation, or holiday, the company may discipline the employee for misuse of PSSSL, unless the employee provides reasonable documentation that the PSSSL has been used for a purpose listed above.

Employees must provide written documentation for an employee's use of PSSSL that occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment.

Payment: PSSSL will be paid at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked, but no less than the applicable minimum wage.

Carryover & Payout: An employee may carry over accrued, unused PSSL to the following calendar year. Unused PSSL will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests PSSL or uses PSSL, or both, is prohibited, and employees may file a complaint with the Rhode Island Department of Labor and Training against an employer who retaliates or discriminates against the employee.

Questions about rights and responsibilities under the law can be answered by Human Resources at humanresources@creativecircle.com.



Tennessee Supplement

Tennessee Supplement

Creative Circle is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Tennessee employees will receive the company's national handbook ("Handbook") and the Tennessee Supplement to the Handbook ("Tennessee Supplement") (together, the "Employee Handbook").

The Tennessee Supplement applies only to Tennessee employees. It is intended as a resource containing specific provisions derived under Tennessee law that apply to the employee's employment. It should be read together with the Handbook and, to the extent that the policies in the Tennessee Supplement are different from, or more generous than those in the Handbook, the policies in the Tennessee Supplement will apply.

The Tennessee Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the president and CEO or the board of directors has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the president and CEO or the board of directors of the company.

If employees have any questions about these policies, they should contact their Human Resources representative.

TIME OFF AND LEAVES OF ABSENCE

Full-time employees, employed with the company at a jobsite with 100 or more employees at the job site location for at least 12 consecutive months, are eligible for up to four months of leave for adoption, pregnancy, childbirth and/or nursing an infant. For leaves taken due to adoption, the four-month period will begin at the time the employee receives custody of the child.

Leave under this policy will run concurrently with any other leave to which the employee is entitled including, when applicable, the federal Family and Medical Leave Act (FMLA).

PAY AND BENEFITS DURING LEAVE

Leave taken under this policy will be without pay. Such leave will not affect an employee's right to receive benefits such as vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which the employee was eligible on the date the leave began.

The company will not pay for the cost of any benefits, plans or programs during a leave of absence taken under this policy unless otherwise required to do so by law. For example, employees may be entitled to certain health care benefits under the FMLA if the time off qualifies for protection under that law.

REINSTATEMENT

Employees will be restored to their previous position, or to a similar position with the same status, pay, length of service credit and seniority as they had on the date their leave began provided they give the company at least three months' advance notice of the anticipated date of departure for such leave, the length of the leave, and the employee's intention to return to full-time employment after the leave.

The following employees will not forfeit the right to reinstatement solely because they failed to give three months' advance notice:

- Employees who are prevented from giving the required three months' notice because of a medical emergency that necessitates that the leave begin earlier than originally anticipated, and
- Employees who are prevented from giving three months' advance notice because the notice of adoption was received less than three months in advance of the leave.

Employees may be denied reinstatement under the following conditions:

- When the employee's job position is so unique that, after reasonable efforts, the company is unable to fill the position temporarily.
- If the company learns that the employee actively pursued other employment opportunities during the leave period.
- If the company learns that the employee worked part-time or full-time for another employer during the period of leave.

The Company will notify an employee that they will not be reinstated as soon as it learns that one of the above conditions applies.



Virginia Supplement

Virginia Supplement

Creative Circle, LLC (“Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Virginia employees will receive the Company’s national handbook (“Handbook”) and the Virginia Supplement to the Handbook (“Virginia Supplement”) (together, the “Employee Handbook”).

The Virginia Supplement, however, applies only to Virginia employees. It is intended as a resource containing specific provisions derived under Virginia law that apply to the employee’s employment. It should be read together with the Handbook and, to the extent that the policies in the Virginia Supplement are different from or more generous than those in the Handbook, the policies in the Virginia Supplement will apply.

The Virginia Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO or the Board of Directors of the Company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President and CEO or the Board of Directors of the Company.

If employees have any questions about these policies, they should contact their Human Resources representative.

VIRGINIA PREGNANT WORKERS FAIRNESS ACT

In compliance with Virginia law, the Company will endeavor to not fail or refuse to hire, discharge, or otherwise discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment on the basis of pregnancy, childbirth, or related medical conditions. Further, the Company will not refuse to make reasonable accommodation to the known limitations of a person related to pregnancy, childbirth, or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this policy, including failure to reinstate any such employee to the employee’s previous position or an equivalent position with equivalent pay, seniority, and other benefits when the employee’s need for a reasonable accommodation ceases. Nor will the Company deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation to the known limitations of such applicant or employee related to pregnancy, childbirth, or related medical conditions. The Company will also not require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions of such employee.

The Company will endeavor to engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

Reasonable accommodations may include, but are not limited to: more frequent or longer bathroom breaks, breaks to express breast milk, access to a private location other than a bathroom for the expression of breast milk, acquisition or modification of equipment or access to or modification of employee seating, a temporary transfer to a less strenuous or hazardous position, assistance with manual labor, job restructuring, a modified work schedule, light duty assignments, and leave to recover from childbirth.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources.



Washington Supplement

Washington Supplement

Creative Circle (“Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Washington employees will receive the Company’s national handbook (“Handbook”) and the Washington Supplement to the Handbook (“Washington Supplement”) (together, the “Employee Handbook”).

The Washington Supplement applies only to Washington employees. It is intended as a resource containing specific provisions derived under Washington law that apply to Washington employees’ employment. It should be read together with the Handbook and, to the extent that the policies in the Washington Supplement are different from or more generous than those in the Handbook, the policies in the Washington Supplement will apply.

The Washington Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President and CEO of the Company or the Board of Directors has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President and CEO or the Board of Directors of the Company.

If employees have any questions about these policies, they should contact their Human Resources representative.

TIME OFF AND LEAVES OF ABSENCE

WASHINGTON PAID SICK LEAVE

The Company provides paid sick and safe leave to eligible employees in compliance with Washington State’s paid sick and safe leave law (PSSLL). If a Washington employee works in Seattle or Tacoma, the Company will comply with all applicable requirements of the paid sick leave ordinances of those cities that are more favorable to employees. Washington employees who are eligible for sick time under the Company’s general sick time or leave policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick time or leave policy and/or any applicable sick time/leave law or ordinance.

ELIGIBILITY

All employees (including full-time, part-time and temporary employees) who work in Washington are eligible to accrue paid sick and safe leave, except for employees who do not meet the definition of “employee” under the Washington Minimum Wage Act, such as employees employed in executive, administrative, professional and outside sales capacities.

ACCRUAL AND USE OF PAID SICK AND SAFE LEAVE

Eligible employees begin accruing paid sick and safe leave pursuant to this policy at the start of employment.

Paid sick and safe leave accrues at a rate of one hour for every 40 hours worked, including overtime hours.

Employees will not accrue paid sick and safe leave while using paid sick and safe leave or other paid time off. Employees also will not accrue paid sick and safe leave during an unpaid leave of absence. Employees may begin to use their accrued paid sick and safe leave on the 90th calendar day after they begin working for the Company. Employees can use paid sick and safe leave for an absence on any day for which they were required to work.

Paid sick and safe leave may be used in increments of one quarter of an hour or greater to cover all or just part of a workday.

Employees are not required to find an employee to cover their work when they take paid sick and safe leave. Paid sick and safe leave taken in accordance with this policy will not be counted as an absence or occurrence that may result in discipline under any Company policy.

REASONS SICK AND SAFE LEAVE MAY BE USED

Eligible employees may use paid sick and safe leave for the following reasons:

- Because of the employee's or the employee's family member's mental or physical illness, injury or health condition;
- For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury or health condition;
- For preventive medical care for the employee or the employee's family member;
- If either the employee's place of business or the employee's child's school or place of care is closed by order of a public official for a health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material; a closure for inclement weather is not a health-related reason);
- Absences that qualify for leave under the state's domestic violence leave law due to an incident of domestic violence, sexual assault or stalking of the employee or the employee's family member to:
 - o Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
 - o Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - o Attend to health care treatment for a victim who is the employee's family member;
 - o Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
 - o Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the

employee's family member was a victim of domestic violence, sexual assault or stalking;
or

o Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault or stalking.

Eligible family members include:

- A spouse or registered domestic partner;
- A biological, adopted or foster child; stepchild; legal ward; or child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or Dependency status;
- A biological, adoptive, de facto or foster parent, stepparent or legal guardian of the employee or employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child;
- A sibling;
- A grandparent; or
- A grandchild.

For absences related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, "family member" also includes an individual with whom the employee has a dating relationship.

REQUESTING PAID SICK AND SAFE LEAVE/DOCUMENTATION

When the need for paid sick and safe leave is foreseeable, employees must provide reasonable advance notice to their supervisor. The employee should provide notice as soon as practicable and must provide notice at least 10 calendar days before the date sick or safe leave will begin. If the need for paid sick and safe leave is unforeseeable, employees must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, employees should specify that the requested time off is for sick or safe leave reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly.

If it is impracticable for an employee to provide notice of the need for sick and safe leave, another person can provide notice on the employee's behalf.

For absences exceeding three consecutive days (for all or a portion of the time that an employee is required to work), the Company may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. Employees must submit any required documentation within ten calendar days following the first day of paid sick and safe leave. For employees using paid sick and safe leave related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, employees must provide the requested verification in a timely manner after the Company requests it. If an employee anticipates that providing required documentation will create an unreasonable burden, the employee can provide an oral or written explanation to the Company, which asserts that the use of paid sick and safe leave was for an authorized purpose and explains why the requested verification creates an unreasonable burden or expense for the employee. Within

ten calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to for family medical leave or related to a reasonable accommodation.

RATE OF PAY FOR SICK AND SAFE LEAVE/OVERTIME

Sick and safe leave will be paid at the employee's regular and normal rate of pay at the time the employee uses the leave, or at minimum wage, whichever is greater. Employees will not receive overtime pay for sick and safe leave.

CARRYOVER

Accrued but unused paid sick and safe leave may be carried from year to year, up to a maximum of 40 hours. If, at the end of the benefit year, an employee has accrued more than 40 hours of paid leave the employee may carry over only 40 hours to the next benefit year, and the remaining accrued leave will be forfeited.

SEPARATION FROM EMPLOYMENT

Compensation for accrued and unused sick and safe leave is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe leave will immediately be reinstated and the previous period of employment will be counted for purposes of determining the employee's eligibility to use paid sick and safe leave. If the employee is being rehired during the benefit year following the year in which his or her employment ended, the amount of reinstated paid sick and safe leave will be capped at a maximum of 40 hours. Upon rehire, the Company will provide notification to the employee of the amount of accrued, unused paid sick and safe leave available for use by the employee.

CONFIDENTIALITY

The Company will keep confidential the medical or other personal information about an employee or employee's covered family member and treat such information in accordance with applicable privacy laws.

EFFECT ON OTHER RIGHTS AND POLICIES

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

NO DISCRIMINATION OR RETALIATION

The Company will not interfere with, restrain or deny an employee's rights under the PSSLL and will not discriminate or retaliate against an employee because he or she exercises those rights. The Company also will not discriminate or retaliate against an employee who files an action or otherwise institutes a proceeding under or related to the PSSLL or who testifies or intends to testify in any such proceeding related to any protected rights under the PSSLL.

SEATTLE PAID SICK AND SAFE LEAVE (SEATTLE)

The Company provides eligible employees who perform work in Seattle with paid sick and safe time ("Sick Time" and "Safe Time," collectively "Sick and Safe Time") in accordance with the requirements of Seattle's Paid Sick and Safe Time Ordinance ("SPSSTO"). The Company also complies with Washington's Paid Sick and Safe Leave Law (PSSLL) and will comply with all applicable requirements of the PSSLL that are more favorable to employees. For employees who work in Seattle who are eligible for sick time under the Company's general sick time or leave policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick time or leave policy and/or any applicable sick time/leave law or ordinance.

The guidelines set forth in this policy do not supersede applicable federal law regarding leaves of absence, including leave taken under the Family and Medical Leave Act (FMLA) and/or as a reasonable accommodation under the Americans with Disabilities Act (ADA) the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

ELIGIBILITY

All exempt, nonexempt, full time and part time employees who perform work within Seattle city limits (Seattle) are eligible for leave under this policy. Paid interns (other than work study participants) who work in Seattle are also eligible, as are temporary employees other than those supplied to the Company by a staffing agency or similar entity. Employees who are based outside of Seattle but who work in Seattle on an occasional, irregular basis inside Seattle ("Occasional Employees") are eligible for Sick and Safe Time once they have worked more than 240 hours in Seattle within an anniversary year. If an Occasional Employee works more than 240 hours in an anniversary year, he or she will remain eligible to accrue Sick and Safe Time for the duration of his or her employment with the Company. In addition, all previous hours worked in Seattle during the anniversary year will count toward the accrual of paid sick and safe time. For purposes of this policy, the anniversary year is the consecutive 12-month period beginning on the employee's date of hire.

REASONS SICK AND SAFE TIME MAY BE USED

Employees may use accrued Sick Time for any of the following reasons:

- The employee's mental or physical illness, injury or health condition; to allow an employee to obtain a medical diagnosis, care or treatment for the same; or for an employee's need for preventive medical care; or
- To allow an employee to care for a family member with a mental or physical illness, injury or health condition; who needs to obtain a medical diagnosis, care or treatment for the same; or who needs preventive medical care.

For use of Sick Time, “family member” means a child, grandparent, parent or parent-in-law or spouse. A “child” includes a biological, adopted or foster child; a stepchild; a legal ward; or a child for whom the employee is standing in loco parentis who is under 18 years old or is over 18 but incapable of self-care because of a mental or physical disability. A “parent” includes a biological or adoptive parent, or an individual who stood in loco parentis to an employee when the employee was a child. A “spouse” includes a husband, wife, same-sex spouse or a domestic partner registered with a city or state.

Employees may use accrued Safe Time for any of the following reasons:

- The employee’s place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or the employee needs to care for a child whose school or place of care has been closed for any of those same reasons (weather-related business or school closures are not included); or
- The employee or the employee’s family member is a victim of domestic violence, sexual assault or stalking and needs time off to:
 - Seek legal or law enforcement assistance,
 - Obtain treatment by a health care provider, social services or mental health counseling;
 - Participate in safety planning;
 - Relocate; or
 - Take other actions to increase the safety of the employee or the employee’s family member.

For use of Safe Time, “family member” means children; stepchildren; current or former spouses; domestic partners registered with a city or state; parents; parents-in-law; stepparents; grandparents; grandchildren; persons with whom the employee has a child in common; any person related to the employee by blood, marriage or domestic partnership; and any person with whom the employee has a current or former dating or cohabitation relationship.

ACCRUAL OF SICK AND SAFE LEAVE

Company is considered a Tier 3 employer for purposes of the SPSSTO. Accordingly, eligible employees accrue paid Sick and Safe Time at the rate of one hour per 30 hours worked. There is no cap on accrual of Sick and Safe Time under this policy.

Occasional Employees only accrue Sick and Safe Time under this policy for the hours that are worked in Seattle.

Nonexempt employees will accrue Sick and Safe Time on eligible hours worked, including overtime hours. Exempt employees’ accrual of Sick and Safe Time will be based on a 40-hour workweek or each employee’s normal workweek, whichever is less.

Eligible employees will begin accruing Sick and Safe Time upon the commencement of employment with the Company.

The Company will provide employees with a written statement of accrued Sick and Safe Time each time wages are paid.

Employees who leave the Company and are rehired within twelve months of separation will be eligible for reinstatement of previously accrued and unused Sick and Safe Time. Similarly, employees who stop working in Seattle but are later transferred back to working in Seattle will have their previously available accrued Sick and Safe Time reinstated.

REQUESTING AND USING SICK AND SAFE TIME

Employees may begin using accrued Sick and Safe Time on the 90th calendar day of their employment with the Company. Occasional Employees may only use paid Sick and Safe Time under this policy during times that they are scheduled to perform work in Seattle.

Employees must provide the Company with a written request for Sick and Safe Time at least 10 days in advance, unless the need for leave is unforeseeable. If the need for leave is foreseeable, employees must schedule the leave so as not to unduly disrupt the Company's operations. When possible, the request must include the anticipated start of the leave and the anticipated duration of the absence. If the need for leave is unforeseeable, employees must provide notice as soon as practicable. If the leave is needed for reasons related to domestic violence, sexual assault or stalking, an employee must provide notice by the end of the first day of absence. When possible, the request must include the anticipated start of the leave and the anticipated duration of the absence.

The Company will not count employees' use of Sick and Safe Time as an absence when evaluating absenteeism. Therefore, any use of Sick and Safe Time will not count as an "occurrence" under any Company policy.

The Company will allow employees to use their Sick and Safe Time in increments of one quarter of an hour. Exempt employees who are absent for less than one hour will not be charged Sick and Safe Time.

VERIFICATION OF SICK AND SAFE TIME

When employees use four or more consecutive days of Sick Time, the Company may require a doctor's note or other verification of the need for the absence. When employees use four or more continuous days of Safe Time, the Company may require verification of the closure order or verification that the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking and that the Safe Time is for one of the purposes covered by the law.

In the event of a clear instance or pattern of abuse, the Company may require documentation that an employee's use of Sick and Safe Time is consistent with permissible reasons, regardless of whether the employee has used the leave for four or more consecutive days.

Employees have the right to assert that the verification requirement results in an unreasonable burden or expenses on the employee. If an employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to Human Resources which asserts that the employee's use of Sick and Safe Time was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

COMPENSATION

Paid Sick and Safe Time will be calculated based on an employee's regular hourly rate at the time of his or her absence.

Accrued but unused Sick and Safe Time will not be paid out upon termination of employment.

LEAVE CARRYOVER

Accrued Sick and Safe Time may be carried over from year to year, up to a maximum carry-over amount of 72 hours. If, at the end of the benefit year, an employee has accrued more than 72 hours of Sick and Safe Time, the employee may carry over only 72 hours to the next benefit year, and the remaining accrued Sick and Safe Time will be forfeited.

EFFECT ON OTHER RIGHTS AND POLICIES

The Company may provide other forms of leave for employees to care for medical conditions or for leave related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run concurrently with leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

CONFIDENTIALITY

The Company will keep confidential the fact that an employee's absence is for Sick and Safe Time and any information provided to the Company in support of a request for leave, including health information, except upon the employee's request or otherwise with the employee's consent.

RETALIATION

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy or inquire about their rights under the SPSSTO, inform others of rights under the SPSSTO, make a complaint in good faith, even if mistaken, about suspected violations of this policy or of the SPSSTO, testify in a proceeding under or related to the SPSSTO, refuse to participate in an activity that would result in a violation of city, state or federal law or otherwise engage in conduct protected under the SPSSTO.

PAID LEAVE TACOMA

The Company provides eligible Tacoma employees with paid leave in accordance with the requirements of the Tacoma Paid Leave Ordinance (TPLO). The company also complies with Washington's Paid Sick and Safe Leave Law (PSSLL) and will comply with all applicable requirements of the PSSLL that are more favorable to employees.

For employees who work in Tacoma who are eligible for sick time under the Company's general sick time or leave policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick time or leave policy and/or any applicable sick time/leave law or ordinance.

ELIGIBILITY

All employees (except for work study participants and temporary employees supplied to the Company by a staffing agency or similar entity) who work more than 80 hours per the 12-month period beginning on the date of hire in Tacoma are eligible for leave under this policy. Once employees meet the 80-hour per year threshold, they will remain eligible to accrue paid leave during that year and for one subsequent year.

Employees who are based outside of Tacoma but who work in Tacoma on an occasional, irregular basis ("Occasional Employees") are eligible for paid leave if they work more than 80 hours in Tacoma within the 12-month period beginning on the date of hire. When an Occasional Employee becomes eligible for paid leave, he or she will be provided with an amount of leave equal to what the employee would have accrued for hours worked to date during the current 12-month period beginning on the date of hire. Once an Occasional Employee meets the 80-hour threshold, he or she remains eligible to accrue paid leave during that year and for one subsequent year.

REASONS PAID LEAVE MAY BE USED

Eligible employees may use accrued paid leave for the following reasons:

- The employee's mental or physical illness, injury or health condition; to allow an employee to obtain a medical diagnosis, care or treatment for the same; or for an employee's need for preventive medical care; or
- To allow an employee to care for a family member with a mental or physical illness, injury or health condition; who needs to obtain a medical diagnosis, care or treatment for the same; or who needs preventive medical care.
- Bereavement for the death of a family member;
- The employee's workplace has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;
- To care for a child whose school or place of care has been closed by order of a public official; or
- The employee or the employee's family member is a victim of domestic violence, sexual assault or stalking, and the employee needs time off to:
 - o Seek legal or law enforcement assistance to ensure the employee's or family member's health and safety, including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
 - o Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
 - o Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, "family member" means a child, grandparent, parent, spouse or domestic partner. A "child" includes a biological, adopted or foster child; a stepchild; a legal ward; or a child for whom the employee is standing in loco parentis who is under 18 years old or is over 18 but incapable of

self-care because of a mental or physical disability. A "parent" includes a biological or adoptive parent, or an individual who stood in loco parentis to an employee when the employee was a child. A "spouse" includes a husband, wife or domestic partner.

ANNUAL ACCRUAL OF PAID LEAVE

Eligible employees begin to accrue paid leave on the first day of employment.

Eligible employees accrue paid leave at the rate of one hour per every 40 hours worked in Tacoma. For accrual purposes, salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular workweek is less than 40 hours, in which case paid leave accrues based upon that regular workweek.

REQUESTING AND USING LEAVE

Employees may begin using accrued paid leave on the 90th calendar day of their employment with the Company.

Paid leave can be used in one quarter of an hour increments. Exempt employees who are absent for less than one hour will not be charged leave time.

The Company will not count employees' use of paid leave as an absence when evaluating absenteeism. Therefore, any use of paid leave will not count as an "occurrence" under any company policy.

If the need for leave is foreseeable, employees must provide the Company with a written request for paid leave at least 10 days in advance or, if 10 days' notice is not feasible, then as far in advance as possible. Employees must also make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. When possible, the request must include the anticipated start of the leave and the anticipated duration of the absence. If the need for leave is unforeseeable, employees must provide notice as soon as practicable and must generally comply with the Company's reasonable normal notice requirements or call-in procedures.

For absences exceeding four consecutive days, the Company may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. Employees must submit any required verification within ten calendar days following the first day of paid sick and safe leave.

For Sick Time purposes, verification may include:

- A doctor's note or a signed statement by a health care provider indicating that the absence is for care of an employee or his/her family member (identifying the nature of the health condition is not required).
- Written notice of closure by order of a public official that the employee received regarding the employee's child's school or place of care.
- An obituary or a death certificate.

For Safe Time purposes, verification may include:

- A police report indicating that the employee or the employee's family member is a victim of

domestic violence, sexual assault, or stalking,

- A court order of protection.
- Other evidence from the court or the prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual or assault or stalking.
- Documentation from any of the following persons from whom an employee or his or her family member sought assistance in addressing domestic violence, sexual assault, or stalking indicating that the employee or the employee's family member is a victim:
 - o An advocate for victims of domestic violence, sexual assault, or stalking,
 - o An attorney,
 - o A member of the clergy, or
 - o A medical professional.
- An employee's written statement that the employee or his or her family member is a victim of domestic violence, sexual assault or stalking, and that PTO was used for one of the Safe Time uses covered by law.

If an employee fails to return requested verification within the timeline described in this paragraph, and does not assert (pursuant to the following paragraph) that obtaining the requested verification would result in an unreasonable burden or expense, PSSSL may be denied or delayed.

If an employee anticipates that providing required verification will create an unreasonable burden or expense on the employee, the employee can provide an oral or written explanation that: (1) the employee's use of PSSSL was for a permissible use of paid sick and safe leave; and (2) how the required verification creates an unreasonable burden or expense on the employee. Within ten calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

In the event of a clear instance or pattern of abuse, the Company may require documentation that an employee's use of Sick and Safe Time is consistent with permissible reasons, regardless of whether the employee has used the leave for four or more consecutive days.

COMPENSATION

Compensation for paid leave is calculated based on the hourly rate an employee would have earned during the time leave was taken.

LEAVE CARRYOVER

An employee may carry over up to forty (40) hours of accrued, unused paid leave under this policy from year to year. If, at the end of the benefit year, an employee has accrued more than 40 hours of paid leave the employee may carry over only 40 hours to the next benefit year, and the remaining accrued leave will be forfeited.

EFFECT ON OTHER RIGHTS AND POLICIES

The Company may provide other forms of leave for employees to care for medical conditions or issues

related to domestic violence under federal, state or municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for the other law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other federal, state and municipal medical, family or domestic violence leave rights.

CONFIDENTIALITY

The Company will treat as confidential records and documents relating to medical certifications or histories of covered employees and their family members and will maintain them in accordance with federal, state and local medical privacy laws. The Company will also treat records and information about an employee or an employee's family member related to domestic violence, harassment, sexual assault, stalking or other safety-related issues as confidential and will not release such records without express written permission from the employee, unless otherwise required by law.

SEPARATION FROM EMPLOYMENT

Compensation for accrued and unused paid leave is not provided upon separation from employment for any reason.

Former employees who are rehired within twelve (12) months of their separation employment will have previously unused paid sick and safe leave reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to use sick and safe leave. If the period of time an employee is separated from employment extends into a subsequent benefit year, the amount of accrued but unused paid sick and safe leave reinstated will be capped at 40 hours.

RETALIATION PROHIBITED

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy, makes a complaint in good faith, even if mistaken, about suspected violations of this policy or of the TPLO or otherwise exercises his or her rights under the TPLO in good faith.

WASHINGTON PAID FAMILY AND MEDICAL LEAVE ("PFML")

ELIGIBILITY

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively "PFML"). "Qualifying period" means the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.

ENTITLEMENT

Beginning January 1, 2020, PFML is available to eligible employees for up to twelve (12) weeks within any 52 consecutive week period:

- (a) To participate in providing care, including physical or psychological care, for the employee's family member (child, grandchild, grandparent, parent, sibling, or spouse or state registered domestic partner of

an employee) with a serious health condition;

(b) To bond with the employee's child after the child's birth or after the placement of a child under the age of eighteen (18) with the employee;

(c) Because of any qualifying exigency as permitted under the federal Family and Medical Leave Act ("FMLA") for the employee's family member (child, grandchild, grandparent, parent, sibling, or spouse or state registered domestic partner of an employee); or

(d) Because of an employee's own serious health condition.

For purposes of the above, unless the context clearly requires otherwise: (i) the term "child" includes biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; and the term "parent" includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or state registered domestic partner, or an individual who stood in loco parentis to an employee when the employee was a child.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

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

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement. Leave for any other reason must be taken within one (1) year of the date of which the employee filed an application for the benefits.

These benefits are financed through both employee and employer contributions to the PFML program. It will be administered by the Washington Employment Security Department (ESD). Premium collection was permitted beginning January 1, 2019. In 2019 and 2020, the total premium is 0.4 percent of wages. Employers can either pay the full premium or withhold a portion of the premium from their employees. Employers who choose to withhold premiums from their employees may withhold up to about 63 percent of the total premium, or \$2.44 per week for an employee making \$50,000 annually. The employer is responsible for paying the other 37 percent. Businesses with fewer than 50 Washington employees are exempt from the employer portion of the premium but must still collect or opt to pay the employee portion of the premium. The Company will calculate and withhold premiums from employees' paychecks and send both employees' shares and the Company's share, if applicable, to ESD on a quarterly basis.

While on PFML, employees are entitled to partial wage replacement at a portion of their average weekly pay. There is a waiting period equal to the first seven consecutive calendar days of leave, except no waiting period is required where leave is for the birth or placement of a child. If an employee's average weekly wage is: 50% or less of the state average weekly wage, the employee's weekly benefit is 90% of the employee's average weekly wage; greater than 50% of the of the state average weekly wage, the employee's weekly benefit is the sum of: (i) 90% of 50% of the state average weekly wage; and (ii) 50% of the employee's average weekly wage that is

greater than 50% of the state average weekly wage. The maximum weekly benefit for PFML that occurs on or after January 1, 2020 will be \$1,000 per week. This weekly maximum will be adjusted effective January 1st of each subsequent year as determined by the state based on 90% of the state's average weekly wage. The minimum weekly benefit will be \$100 per week, except that if the employees' average weekly wage at the time of PFML is less than \$100 per week, the weekly benefit will be the employee's full wage. Employees will be paid benefits directly by ESD rather than the Company.

In any week in which an employee is eligible to receive benefits under Title 50 (unemployment compensation) or Title 51 (industrial insurance) of the Revised Code of Washington, or other applicable federal or state unemployment compensation, industrial insurance, or disability insurance laws, the employee is disqualified from receiving PFML.

DEFINITION OF A SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (i) inpatient care in a hospital, hospice, or residential medical care facility; or (ii) continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may include, but is not limited to: (A) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition; (B) any period of incapacity due to pregnancy, or for prenatal care; (C) any period of incapacity or treatment for such incapacity due to a chronic serious health condition; (D) a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or (E) any period of absence to receive multiple treatments, including any period of recovery from the treatments, by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: (I) restorative surgery after an accident or other injury; or (II) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

USE OF PFML

An employee does not need to use this PFML entitlement in one block. PFML can be taken intermittently in minimum increments of eight (8) consecutive hours. PFML taken on an intermittent basis will not result in a reduction of the total amount of PFML to which an employee is entitled beyond the amount of PFML actually taken. Successive periods of PFML caused by the same or related injury or sickness are deemed a single period of family and medical PFML only if separated by less than four months.

EMPLOYEE NOTICE TO THE COMPANY

An employee must provide the Company at least thirty (30) days' written notice before PFML is to begin if the need for PFML is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the Company written notice as soon as is practicable when thirty (30) days' notice is not possible, such as because of a lack of knowledge of approximately when PFML will be required to begin, a change in circumstances, or a medical emergency. An employee must provide the Company written notice as soon as is practicable for foreseeable PFML due to a qualifying exigency, regardless of how far in advance such PFML is foreseeable. When the need for PFML is not foreseeable, an employee must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse, neighbor, or coworker.

An employee must provide written notice to make the Company aware that the employee may need PFML. The notice must contain at least the anticipated timing and duration of the PFML. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

Whether PFML is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the Company as soon as is practicable if dates of the scheduled PFML change, are extended, or were initially unknown.

FILING CLAIMS WITH THE ESD

An employee may apply for PFML benefits by: (a) using the ESD online services; (b) contacting the paid family and medical leave customer care center by telephone; or (c) alternate methods authorized by ESD.

When an employee submits an application for PFML benefits, the employee must provide information sufficient for ESD to determine eligibility for benefits. This information includes, but is not limited to, information identifying the employee, the type and anticipated duration of PFML, as well as certification or documentation to validate the qualifying event. If an employee is in a claim year and has need for successive periods of benefits for the same qualifying event beyond what was originally approved, the employee must update the application. If an employee experiences a new qualifying event during a claim year, the employee must reopen the claim and provide additional information required by the department before benefits can be paid. Any time an employee applies for PFML benefits, the application must be supported by documentation or certification as required by applicable law. For example, when PFML is taken because of an employee's own serious health condition or the serious health condition of a family member, certification from a health care provider will be required.

The ESD is solely responsible for determining if an employee is eligible for benefits.

SUPPLEMENTAL BENEFITS DURING PFML

The Company does not offer supplemental benefits to employees who are receiving PFML.

JOB BENEFITS AND PROTECTION

Employees may keep their health insurance while on PFML. Employees who contribute to the cost of their health insurance, must continue to pay their portion of the premium cost while on PFML.

Employees who return from PFML generally will be restored to a same or equivalent job if they work for an employer with 50 or more employees, have worked for this employer for at least 12 months, and have worked 1,250 hours in the 12 months before taking PFML (about 24 hours per week, on average). Otherwise, employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

The use of PFML cannot result in the loss of any employment benefits that accrued prior to the start of an employee's PFML.

PFML CONCURRENT WITH FMLA

Any time off for PFML purposes will run concurrently with Family and Medical Leave Act (FMLA), if applicable, with the exception of any leave for sickness or temporary disability because of pregnancy or childbirth, which is in addition to leave under PFML. Please see the “Family and Medical Leave” policy for eligibility requirements.

RETALIATION PROHIBITED

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy, makes a complaint in good faith, even if mistaken, about suspected violations of this policy or of the PFML or otherwise exercises his or her rights under the PFML in good faith.

QUESTIONS ABOUT PFML

For more information on PFML, employees may go to paidleave.wa.gov or speak with their Human Resources representative.