



creativecircle[®]

DIGITAL + CREATIVE STAFFING



creativecircle.com

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 any 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 creativecircle.com/candidateinfo.

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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 US. 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 US. 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 US 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 the candidate, and the candidate 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 and/or drug testing may occur throughout your employment relationship with Creative Circle to meet the needs of individual clients, references 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 401k 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/candidateinfo.

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 5:00 pm 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 5:00 pm 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 and 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 5 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 creativecircle.com/candidateinfo. Contact payroll by emailing us 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, 7 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 4 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 8 to 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 i-Pay 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 of 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 actually incur it.

In most states, overtime is paid at 1 ½ times your regular hourly wages for all work in excess of 40 hours per workweek. Additionally, some states provide overtime pay at 1 ½ 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 team 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 1 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 US 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 team 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 while working 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 that “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 www.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. He or she 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 excessive 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 excessive absenteeism 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's clients use various forms of electronic communication including computers, email, voicemail, cellular phones, and the internet. All electronic communications, software, databases, hardware, electronic storage media and digital files remain the sole property of the client and are to be used only for client business.

Everything that is stored on a computer or company/client-owned storage medium belongs to the company or client. 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 to Creative Circle or our employees assigned there. 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, is not in the best business interest of the client, or that would be discriminatory, harassing, or illegal. In all cases, it is inappropriate and illegal to access, download or store pornographic materials with either company or client computer resources.

You are not permitted to access other employees' electronic devices unless directed to do so by your client supervisor. 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.

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.

Sexual harassment is not limited to conduct motivated by sexual attraction. 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 his or her 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 team. 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 towards 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 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 worker's 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 Worker's 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 <http://bit.ly/2dy9znP> 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.



California Supplement

California Supplement

Creative Circle 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.

FAMILY AND MEDICAL LEAVE

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA Leave, employees must: (1) have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of a CFRA leave; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ

for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

REASONS FOR LEAVE

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Service member" (Military Caregiver Leave).

DEFINITIONS

"Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

"Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country;

and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“Covered Service member” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

“Spouse” means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

“Key employee” means a salaried FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite at the time of the FMLA leave request.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that

results in a regimen of continuing treatment under the supervision of the health care provider.

- Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
- Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

“Serious injury or illness” in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered service member in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, “serious injury or illness” means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

“Qualifying exigency” is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

LENGTH OF LEAVE

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave.

If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

When the reason for leave is Bonding Leave under the CFRA or Fed-FMLA and both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them. However, the Company will not limit the spouses' entitlement to CFRA for any qualifying reason other than Bonding Leave.

When the reason for leave is Family Care Leave and if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA. A 12-month period begins on the date of the employee's first use

of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or his or her family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one-quarter hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

NOTICE AND CERTIFICATION

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Service member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

RECERTIFICATION AFTER GRANT OF LEAVE

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

QUALIFYING EXIGENCY LEAVE REQUIREMENTS

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered service member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the service member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

FAILURE TO PROVIDE NOTICE OR CERTIFICATION AND TO RETURN FROM LEAVE

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

COMPENSATION DURING LEAVE

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or any Company sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued vacation

[PTO] and sick leave to cover some or all of a Fed-FMLA Leave. However, the Company will only require employees to use accrued vacation [PTO], if the CFRA leave is otherwise unpaid and will only require employees to use accrued sick leave, if the leave is otherwise unpaid and the reason for the leave is the employee's own serious health condition or for any other reason, mutually agreed to by the Company and employee. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long-term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

BENEFITS DURING LEAVE

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

JOB REINSTATEMENT

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for his or her own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

CONFIDENTIALITY

Documents relating to medical certifications, re-certifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

FRAUDULENT USE OF FMLA LEAVE PROHIBITED

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

NONDISCRIMINATION

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that his or her Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

ADDITIONAL DOCUMENTATION

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

EFFECT ON OTHER RIGHTS AND POLICIES

The Company may provide other forms of leave for employees 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 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 municipal leave rights.

CALIFORNIA NEW PARENT LEAVE ELIGIBILITY

Under the California New Parent Leave Act (CANPLA), employees may have a right to an unpaid new parent leave (CANPLA leave) if they:

1. Have worked for the Company for a total of at least twelve (12) months at any time prior to the commencement of a CANPLA leave;
2. Worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CANPLA leave, to the extent permitted by applicable law; and
3. Work at a location in which the employer has twenty (20) to forty-nine (49) employees within a 75 miles radius of the employee's work site.

Leave to which an employee is otherwise entitled counts toward the length of service requirement above (but not the 1,250 hours requirement). Therefore, an employee who is not eligible for CANPLA leave at the start of a leave due to not meeting the 12-month length of service requirement can meet this requirement while on leave.

DURATION

CANPLA 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. Employees who are CANPLA-eligible have certain rights to take both a pregnancy disability leave ("PDL") and a CANPLA leave for reason of the birth of a child. CANPLA leave must be taken within one (1) year after the child's birth or placement.

Employees may take CANPLA leave on an intermittent basis. Intermittent CANPLA leave generally must be taken in 2-week increments.

ADVANCE NOTICE

Employees generally must provide at least thirty (30) days advance notice of the need for CANPLA leave. For unforeseeable events (such as premature birth), the Company requires that employees provide notice, at least verbally, when they learn of the need for leave. Failing to comply with these notice rules may result in deferral of the requested leave until compliance with this notice policy is achieved.

INTEGRATION WITH OTHER BENEFITS

While CANPLA leave is unpaid, employees may substitute accrued paid time off or other paid leave for unpaid leave provided pursuant to this policy. Substituting paid for unpaid leave does not extend any leave entitlement.

BENEFITS

While on CANPLA leave, the Company will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken CANPLA leave. If an employee fails to return to work after the CANPLA leave has expired, the Company may recover any premiums paid by the Company for maintaining coverage while the employees was on CANPLA leave and such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

REINSTATEMENT

Upon return from CANPLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

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, postpartum 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:

- She 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 that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

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. 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 her 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.

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.

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:

4. 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;
5. 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
6. 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.

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 and state law. Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

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. 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. Employees also may not leave work premises during a rest break. 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 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. Any employee who feels that he or she is owed a premium as a result of this Policy but has not received the premium should report the missing premium immediately to his or her supervisor.

SAN FRANCISCO PAID PARENTAL LEAVE BENEFITS

In accordance with the San Francisco Paid Parental Leave 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. Eligible employees may receive up to six (6) weeks of Supplemental Compensation in a 12-month period under this policy.

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

1. 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;
2. Have worked at least 180 calendar days for the Company before beginning any parental leave;
3. 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;
4. Perform at least 40% of his/her total weekly hours within the geographic boundaries of the City and County of San Francisco;
5. 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;
6. 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; and

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

7. 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 six (6) weeks of Supplemental Compensation benefits.

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

8. 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.
9. 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;
10. 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;
11. Notify the Company in writing when he/she receives the first payment from EDD; and
12. 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.

San Francisco Lactation Accommodation Policy

The Company acknowledges the San Francisco Lactation in the Workplace Ordinance (“the Ordinance”), passed June 30, 2017 (effective January 1, 2018), which provides protections for nursing mothers working in San Francisco.

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 should coincide with the employee’s paid break time; if not, the break time may not be paid.

The Company will provide breastfeeding employees with a room, other than a bathroom, in close proximity to her work area, in which to express her milk in private. 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.

Eligible employees should request lactation 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. If, in response to a request for accommodation, the Company does not provide the accommodation, you are required to receive a written response from the Company, which will identify the basis for denial 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 the Ordinance is strictly prohibited.



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 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 twelve (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 sixteen (16) weeks of unpaid leave within a

2-year period. The 1-year or 2-year period, as the case may be, is measured by a “rolling” twelve (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 of 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, son, daughter, parent or next of kin of a covered servicemember is entitled to take up twenty-six (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 twenty-six (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 twenty-six (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



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 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 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 ("Handbook") and the Minnesota Supplement to the 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 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 or the Board of Directors of the Company or 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.

WAGE DISCLOSURE PROTECTION

The Company will not discharge or in any other manner discriminate or retaliate against, coerce, intimidate, threaten, or interfere with any employee because the employee inquires about, discloses, compares, or discusses the employee's wages or the wages of any other employee. Employees may voluntarily disclose their wages, subject to the restrictions described below.

Employees are not permitted to disclose (without written consent of the Company) proprietary information, trade secret information, or information that is otherwise subject to a legal privilege or protected by law, nor are employees allowed to disclose other employees' wage information to a competitor. Additionally, employees are not obligated to disclose their wages to any other employee.

The Company will not take adverse action or retaliate against an employee for asserting his or her rights or remedies under this policy. An employee may bring a civil action 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 credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation. Nothing in this policy is intended to diminish an employee's rights under the National Labor Relations Act.

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 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.

Accrual. Employees begin to accrue SST on July 1, 2017 or at the start of employment, whichever is later. 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 January.

Usage. Employees can begin to use accrued ESST following their 90th calendar day of employment. SST must be taken in a minimum increment of four (4) hours.

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.

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

Notice and Documentation. When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to their manager. When the need to use SST is not foreseeable, employees must provide notice to their manager 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. 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. 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.



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.

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. Employees who were employed as of April 1, 2014 were able to begin accruing paid sick time on April 1, 2014. 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 40 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.

Eligible employees may not use accrued paid safe/sick time until after the employee's 120th day of employment.

Paid safe/sick time may be used in an initial increment of one-quarter of an hour. Eligible employees may use up to 40 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. Such emergency must be declared by the New York City Mayor's office or the New York City Commissioner of Health.

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 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 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 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 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 to 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.

REQUESTING SAFE/SICK TIME; DOCUMENTATION

Employees must provide seven days' advanced written 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 may be required to document their request for safe/sick time and/or provide written confirmation that they used safe/sick time for purposes permitted under this policy. 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 family offense matter, sexual offense, stalking, or human trafficking.

If requested, such documentation must be provided within seven (7) days of returning to work. Employees are responsible for the cost of such documentation not otherwise covered by the employee's insurance or any other benefit plan. 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.

Employees are not required to search for or find a replacement worker to cover the hours during which such employee is utilizing safe/sick leave.

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

Safe/sick time is paid based on the employee's straight time pay rate in effect at the time the safe/sick time is taken. 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

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

PAID FAMILY LEAVE (NEW YORK STATE)

Eligibility. Effective January 1, 2018, 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. 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 eight (8) weeks (increases to ten (10) weeks on or after January 1, 2019 and 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. The weekly monetary benefit will be 50% of the employee’s average weekly wage or 50% of the state average weekly wage, whichever is less (increases to 55% on or after January 1, 2019, 60% on or after

January 1, 2020 and 67% or after January 1, 2021).

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.

DEFINITION OF A SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition 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.

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

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 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.

NEW YORK SUPPLEMENT TO ANTI-HARASSMENT AND DISCRIMINATION POLICY

ASGN1 and its subsidiaries are committed to workplace policies and practices that comply with federal, state and local laws. For this reason, this New York Supplement to the ASGN Anti-Harassment and Discrimination Policy is being provided to New York 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 New York anti-sexual harassment laws. The Policy and this New York Supplement will be referred to below collectively as the “Policy.”

APPLICABILITY

This Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Company. In the remainder of this document, the term “employees” refers to this collective group.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Sexual harassment includes, but is not limited to, making unwelcome sexual advances, requests for sexual favors, and/or other unwelcome conduct which is either sexual in nature or which is directed at an individual because of that individual’s sex when:

- submission to such conduct is made an explicit or implicit term or condition of an individual’s employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment, even if

the reporting individual is not the intended target of the sexual harassment.

EXAMPLES OF SEXUAL HARASSMENT

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

Physical acts of a sexual nature, such as:

- Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
- Rape, sexual battery, molestation or attempts to commit these assaults.

Unwanted sexual advances or propositions, such as:

- Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
- Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

Sexual or discriminatory displays or publications anywhere in the workplace, such as:

- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:

- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

RETALIATION PROHIBITED

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

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

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

- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

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

SUPERVISORY RESPONSIBILITIES

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Human Resources Department.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

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

COMPLAINT AND INVESTIGATION OF SEXUAL HARASSMENT

All complaints about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible. Any harassing conduct, even a single incident, can be addressed under this Policy. Employees who are reporting sexual harassment on behalf of other employees should use the Harassment and Discrimination Complaint Form and note that it is on another employee's behalf.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced in a timely manner and completed as soon as possible. All persons involved, including complainants, witnesses and alleged harassers, will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

All employees, including managers and supervisors, are required as needed to cooperate with any internal investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy. Any employee who retaliates against anyone involved in a harassment investigation will be subjected to disciplinary action, up to and including termination.

While the process may vary from case to case, investigations will generally include the following steps. When the Human Resources Department receives a complaint, it will conduct a timely review of the allegations, and take interim actions, if any, that may be appropriate. If the complaint is verbal, the individual will be encouraged to complete the Harassment and Discrimination Complaint Form

in writing. If the individual declines to complete the Harassment and Discrimination Complaint Form, information regarding the allegations will be gathered through an interview with the individual. If there are any documents, emails or phone records that are relevant to the investigation, steps will be taken to obtain, preserve, and review them. All parties involved, including any relevant witnesses, will be interviewed. Written documentation of the investigation, which contains all relevant information, will be prepared, and will be kept in a secure and confidential location. Once a final determination is made, the individual who reported and the individual(s) about whom the complaint was made will be notified, and corrective actions, if any, will be implemented.

LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual harassment is not only prohibited by the Company, but is also prohibited by state, federal, and, where applicable, local law. The summary below describes the applicable statutory provisions concerning sexual harassment, and legal remedies employees may also choose to pursue with governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek legal advice from an attorney of your own choosing, at your own expense.

STATE HUMAN RIGHTS LAW (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

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

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

CIVIL RIGHTS ACT OF 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

LOCAL PROTECTIONS

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.



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 January 1st and ending on December 31st.

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, step-relationships, 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 he or she has been harassed or discriminated against should provide a written or verbal report to his or her 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
Fax: 617-565-3196
TTY: 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
Fax: 401-222-2616
TTY: 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 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 thirty-five (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 twenty-four (24) hours during the calendar year of 2018, thirty-two (32) hours during calendar year 2019, and up to a maximum of forty (40) hours per calendar year thereafter. 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 PSSL 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. 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 twenty-four (24) hours of PSSL during the calendar year of 2018, thirty-two (32) hours during calendar year 2019 and forty (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; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
2. Care of an employee's 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; care of a family member 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 or not 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 PSSL is foreseeable, employees are required to make a reasonable effort to schedule the use of PSSL in a manner that does not unduly disrupt the Company's operations. When the use of PSSL 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 PSSL of more than three (3) consecutive work days, the Company requires reasonable documentation that the PSSL has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that PSSL 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.

PSSL 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 PSSL, the employee will be disciplined, up to and including termination of employment for misuse of PSSL.

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 PSSSL to the following calendar year. Unused PSSSL will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests PSSSL or uses PSSSL, 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 he or she will not be reinstated as soon as it learns that one of the above conditions applies.



Washington Supplement

Washington Supplement

Creative Circle 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

The following policy will be effective January 1, 2020 and addresses employee rights under the WFLA. Employees should refer to the Handbook for additional details regarding the FMLA. All questions concerning this policy should be directed to Human Resources.

WASHINGTON FAMILY LEAVE ACT

The Company complies with the Washington Family Leave Act (the WA FMLA), as well as the Federal FMLA. Leave available under the WA FMLA generally mirrors, and does not add to, leave available under the federal law, but there are the following differences:

1. WA FMLA leave is in addition to any leave granted for a period of physical disability due to pregnancy or childbirth. This means that, in most cases, when a covered employee gives birth the employee will be eligible for leave for the period of physical disability, plus up to 12 weeks of

leave under the WA FMLA for child care and bonding.

2. Under the WA FMLA, employees who are returned to an “equivalent” position after taking leave will be returned to a workplace within 20 miles of the employee’s original workplace.
3. Leave under the WA FMLA may be used to care for your state-registered domestic partner who has a serious health condition.
4. Leave is not available under the WA FMLA for Military Emergency Leave or Military Caregiver Leave.
5. The WA FMLA does not require that health insurance be continued or paid during the leave.

Except for these differences, use of WA FMLA is subject to the same rules as federal FMLA leave. In most cases, leave taken under the two laws will run concurrently and cannot be “stacked” or added together.

Regardless of whether an employee qualifies for leave under the federal or state FMLA, the Company provides pregnancy leave to all female employees for the time they are sick or temporarily disabled because of pregnancy or childbirth.

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 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 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

Creative Circle 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 seven 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 180th calendar day of their employment with the Company, or, for Occasional Employees, after working 240 hours in Seattle within the anniversary year. 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 may only use 72 hours of Sick and Safe Time per benefit year, even if they have accrued more than 72 hours of Sick and Safe Time.

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.

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.

The Company does not pay employees for accrued, unused Sick and Safe Time at any time, including 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 SICK AND SAFE LEAVE (SEATAC)

The Company provides eligible SeaTac employees with paid sick and safe leave.

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) or Americans with Disabilities Act Amendments Act of 2008 (ADAAA) or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

For employees who work in SeaTac who are eligible for sick time under the Company's 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 other than the general paid sick time policy and/or any other applicable sick time/leave law or ordinance.

ELIGIBILITY

All nonsupervisory, nonmanagerial employees who are hospitality or transportation workers working within the city limits of SeaTac are eligible for leave under this policy.

REASONS SICK LEAVE MAY BE USED

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

- For an absence resulting from the employee's mental or physical illness, injury or health condition;
- To accommodate the employee's need for a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- For the employee's need for preventive medical care;
- To provide care for a family member with a mental or physical illness, injury or health condition;
- To care for a family member who needs a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
- To care for a family member who needs preventive medical care.

REASONS SAFE LEAVE MAY BE USED

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

- When 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 accommodate the employee needs to care for a child 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;

- For any of the following reasons related to domestic violence, sexual assault or stalking:
 - To enable the employee to seek legal or law enforcement assistance to ensure the health and safety of the employee or his or her family members 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;
 - To enable the employee or the employee's family member to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - To enable the employee to 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;
 - To enable the employee to 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 family member was a victim; or
 - To enable the employee to 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.

ACCRUAL OF SICK AND SAFE LEAVE

Eligible employees accrue paid sick and safe leave at the rate of one hour of leave per every 40 hours worked.

Employees begin accruing paid sick and safe leave at the beginning of employment and are entitled to use the leave as soon as the hours are accrued.

Employees only accrue leave for hours worked in the City of SeaTac and may only use accrued sick and safe leave hours when working in SeaTac.

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

CASH OUT

If an eligible employee has not used all accrued sick and safe time by the end of any anniversary year, the Company will pay a lump sum payment equivalent to the value of the unused sick and safe 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.

CONFIDENTIALITY

The Company will treat as confidential records and documents relating to medical certifications or histories of covered employees and their family members and maintain them separately from employee personnel files.

RETALIATION

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy, who makes a good-faith complaint about a violation of the SeaTac ordinance pertaining to paid sick and safe leave 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 his or her rights under this policy.

PAID LEAVE TACOMA

The Company provides eligible Tacoma employees with paid leave in accordance with the requirements of the Tacoma Paid Leave Ordinance (TPLO).

For employees who work in Tacoma who are eligible for sick time under the Company's general 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 applicable sick time/leave law or ordinance.

ELIGIBILITY

All employees (except for work study participants and temporary employees supplied 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:
 - 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;
 - 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;
 - 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 February 1, 2016, or upon the first day of employment, whichever is later.

Eligible employees accrue paid leave at the rate of one hour per every 40 hours worked within Tacoma, up to a maximum of 24 hours per anniversary year, which for purposes of this policy shall be defined as the consecutive 12-month period beginning on the employee’s date of hire. 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 180th calendar day of their employment with the Company.

An employee's use of paid leave is generally limited to 24 hours per anniversary year. However, employees who have carried over paid leave from a prior year may use up to 40 hours of leave in the current year. Paid leave can be used in one-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.

COMPENSATION

Compensation for paid leave is calculated based on the hourly rate an employee would have earned during the time leave was taken. Paid leave does not include compensation for lost tips, gratuities or travel allowances.

LEAVE CARRYOVER

Unused paid leave may be carried over from year to year, up to a maximum carryover amount of 24 hours. At the end of the anniversary year, any unused paid leave above 24 hours 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 six months of their separation from employment and within the same anniversary year as their employment ended will have previously unused paid leave reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to accrue and use leave.

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.

NOTICE TO EMPLOYEES REGARDING SEATTLE PAID SICK AND SAFE TIME ORDINANCE

Starting September 1, 2012, the Seattle Paid Sick and Safe Time Ordinance (SMC 14.16) requires that employers provide paid sick and safe time to their employees who work within the Seattle city limits.

Employees are eligible for paid sick and safe time if their work is performed on a full-time, part-time or temporary basis, including employees [FIX] who occasionally work in Seattle for more than 240 hour per calendar year.

Paid sick and safe time may be used for:

- illness, injury or health condition or for preventative care for an employee or an employee's partner or family members.
- reasons related to domestic violence, sexual assault, or stalking.
- school or workplace closure by a public official to limit health hazards.

Each employer is allowed to decide what type of paid leave it will provide to comply with the law (e.g., vacation, sick leave, PTO). The law specifies the following minimum accrual rates, and allowable caps on usage and carryover, depending on the employer's number of full-time equivalent employees ("FTEs"):

Tier	Employer Size	Accrual	Allowed Cap On Usage	Allowed Cap On Carry Over
Not Covered	4 or fewer employees	No accrual, use or carry over requirement. Notice and anti-retaliation provisions apply.		
1	More than 4 to 49 FTEs	1 hour for every 40 hours worked	40 hours per calendar year	40 hours per calendar year
2	250 or more FTEs	1 hour for every 40 hours worked	56 hours per calendar year	56 hours per calendar year
	250 or more FTEs (with PTO policy)	1 hour for every 30 hours worked	72 hours per calendar year	72 hours per calendar year
3	250 or more FTEs (with PTO policy)	1 hour for every 30 hours worked	108 hours per calendar year	108 hours per calendar year

Employers must notify employees of available paid sick and safe time each time wages are paid. An employer may provide paid sick and safe time in advance of accrual (frontloading), but is not required to do so. Accruals do not have to be granted for time worked outside of Seattle, and an employer is not required to make paid sick and safe time available for missed work that was scheduled to be performed outside of Seattle. Employers are not required to cash out unused paid sick and safe time when an employee separates from employment or at any other time.

Employees are protected from retaliation, and have a right to file a complaint if paid sick time/safe time is denied by the employer or if the employee is retaliated against. For more information, contact the seattle office for civil rights at (206) 684-4500 or www.Seattle.Gov/civilrights.