

Labelbox

Employee Handbook

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INTRODUCTION : ABOUT THIS HANDBOOK

Welcome to Labelbox Inc. (also referred to in this Handbook as “the Company”). We are pleased that you have chosen to join the Company and we look forward to a mutually rewarding relationship.

This Handbook is provided to acquaint you with the Company’s policies and practices. This Handbook supersedes and replaces all previous handbooks, personnel policies and practices, whether written or oral. This Handbook is not intended to create any legally enforceable obligations on the part of the Company.

Please read the Handbook in its entirety. As an employee of the Company, you are required to comply with all provisions in the Handbook.

The Company may change the policies and practices described in this Handbook from time to time. Other than the at-will employment relationship, which can only be altered by a written agreement signed by you and the Chief Executive Officer (“CEO”) or Chief Operating Officer (“COO”) of the Company, the Company reserves the right to modify, supplement or rescind any provision of this Handbook at any time, as it deems necessary or desirable. When new policies are added or existing policies are changed, the most recent policy will prevail and govern any new action taken.

If you have entered into a written employment agreement signed by you and the CEO or COO, that written employment agreement will prevail to the extent it is inconsistent with any policy or practice described in this Handbook. If your written employment agreement is silent as to any policy or practice, the provisions of this Handbook, as amended from time to time, will control.

SECTION 1: AT-WILL EMPLOYMENT STATUS

You are employed as an “at-will” employee of the Company. This means that you or the Company may end the employment relationship at any time for any reason or no reason, with or without cause, and with or without advance notice. In addition, the Company may change your position, title, job responsibilities or compensation at any time for any reason or no reason, with or without cause, and with or without advance notice. This at-will arrangement cannot be modified in any way except by a writing signed by you and the CEO or COO.

SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY

The Company makes all employment decisions – such as recruiting, hiring, training, promotion, compensation, professional development practices, discipline and termination – without regard to age, ancestry, color, religious creed (including religious dress and grooming practices), disability (either mental or physical) including HIV and

AIDS, cancer, genetic characteristics, genetic information, marital status, military or veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation or any other characteristic protected by law, except as may be permitted by law.

SECTION 2.1: REPRODUCTIVE HEALTH DECISION MAKING [NEW YORK EMPLOYEES]

The Company will not discriminate or retaliate against an employee because of the employee's or a dependent of the employee's reproductive health decision making, including the use of particular drugs, devices or medical services. The Company also will not, without prior informed written consent, access personal information regarding the reproductive health decision making of employees or their dependents, and will not require an employee to sign any document or waiver that purports to deny that employee the right to make their own reproductive health decisions.

Employees subjected to unlawful discrimination or retaliation on the basis of reproductive health decision making can bring an action in court and may be entitled to certain remedies, including monetary and injunctive relief. Employees who feel they have been subjected to discrimination or retaliation on the basis of their reproductive health decision making or that of a dependent, or to any other violation of this policy, should contact hr@labelbox.com.

SECTION 3: VERIFICATION OF STATUS

Federal immigration laws require that we verify each job applicant's identity and legal entitlement to work at the time we hire the applicant. Therefore, at the time you are hired, you must take the following action: (a) complete and submit the I-9 Form provided to you by the Company; and (b) provide the documents required to verify your identity and legal entitlement to work in the United States. All offers of employment are expressly conditioned on your compliance with your obligations under this section.

SECTION 4: STANDARDS OF PERFORMANCE AND CONDUCT

Your workplace and work-related interactions, conduct and performance must meet the highest standards of professionalism and personal integrity. Employees must refrain from behavior that might be harmful to themselves, their co-workers, the Company, the Company's customers or vendors, or the public, or that might be viewed unfavorably by current or potential customers or vendors, or the public. Such behavior includes, without limitation, reporting for work intoxicated or becoming intoxicated while at work.

SECTION 5: VIOLATION OF POLICIES AND PROCEDURES

Any violation of the Company's policies or practices, including those set forth in this Handbook, may give rise to disciplinary action up to and including termination of employment. This section does not alter the at-will nature of your employment.

SECTION 6: EMPLOYMENT STATUS

Throughout this Handbook, the following terms are used to identify different categories of employees. The fact that any of these categories applies to you does not guarantee employment for a specified period of time or alter the at-will nature of your employment.

Regular Full-Time Employees

Regular Full-Time Employees are those hired to work, and actually working, for the Company on a regular basis for at least 40 hours per week.

Regular Part-Time Employees Regular Part-Time Employees are those hired to work for the Company on a regular basis for less than 40 hours each week.

Temporary Employees

Temporary Employees are those hired by the Company for a limited duration to fill a need arising from a special project, an abnormal workload or an emergency. No employee can change status from "Temporary" status to another status unless specifically informed of such change in a writing signed by the CEO or COO.

Non-Exempt Employees

Non-Exempt Employees are eligible to earn overtime pay when they work hours defined by applicable law as overtime hours. If you are eligible to earn overtime pay as a Non-Exempt Employee, you will be notified of that fact at the time you are hired. You will also be notified if a change in your job duties or position results in a change in your eligibility to earn overtime pay.

Exempt Employees

Exempt Employees are salaried employees who are exempt from the overtime provisions of federal and state law. Exempt Employees do not earn overtime pay.

SECTION 7: JOB DUTIES

Your job duties may change during the course of your employment. Your supervisor will keep you informed of such changes. In addition, from time to time you may be asked to work on special projects or to assist with other work necessary or important to the business needs of the Company. Your cooperation and assistance in performing such

additional work is expected.

SECTION 8: WORK SCHEDULES AND ATTENDANCE

Due to the nature of our business, your work schedule may vary according to business needs. Your particular work schedule will be assigned by your supervisor. It is your responsibility to arrive at work on time and continue to work productively until the end of your workday. Unsatisfactory attendance, reporting late, leaving early and general lack of productivity will not be tolerated.

All employees are expected to schedule personal appointments during non-working hours whenever possible. If you will be absent or arriving late to work, you must notify your supervisor at least one hour prior to the beginning of your shift. If you will be departing early, you must notify your supervisor as soon as possible. If you are unable to speak personally to your supervisor, you must notify supervisor by voicemail or email of your absence, late arrival or early departure.

If you take an unscheduled absence of more than one day, you must call in to report the absence each day.

If you are absent for three consecutive working days without notifying the Company, you will be considered to have voluntarily abandoned your job and resigned as of the close of business on the third day.

SECTION 9: PAYMENT OF WAGES

For payroll purposes, the Company's workweek runs from Sunday to Saturday. For payroll purposes, the workday begins at 12:01 a.m. each day and ends at 12:00 midnight.

Employees are paid twice a month, on approximately the 15th and last day of the month. If anything appears to be inaccurate on your pay statement, immediately notify HR.

Non-Exempt Employees are responsible for tracking all hours worked and ensuring that their time records are accurate and complete. Employees are strictly prohibited from tampering with, falsifying, or altering their own time records or any other employee's time records. Employees are also prohibited from failing to record all time worked.

SECTION 10: OVERTIME

On occasion you may be required to work hours outside of, or in addition to, your regularly scheduled work hours. Although you will be given advance notice of required overtime when feasible, advance notice is not always possible. You may not decline to

work required overtime.

Non-Exempt Employees must have the approval of their immediate supervisor before working overtime. If you are a Non-Exempt Employee, you will be paid overtime pay for any hours that qualify as overtime hours under applicable law.

Non-Exempt Employees are eligible for overtime pay in accordance with California and federal law as follows:

Standard Overtime - 1.5 times the employee's regular hourly rate of pay for all hours worked:

- In excess of 8 hours up to and including 12 hours on any single workday;
- For the first 8 hours worked in the 7th consecutive day worked in a single workweek; and
- For all hours worked in excess of 40 regular (non-overtime) hours in any workweek.

Double Overtime - Double the employee's regular hourly rate of pay for all hours worked:

- In excess of 12 hours on any single workday; and
- In excess of 8 hours on the 7th consecutive day worked in a single workweek.

Please note that non-working time – including, for example, paid sick leave, vacation time, paid holiday time, time taken for meal periods and time spent on personal business – is not counted as hours worked for purposes of calculating overtime.

SECTION 11: PERSONNEL DATA CHANGES

You are responsible for informing HR of changes to your address, telephone number and, only if such information affects insurance benefits or withholding amounts, marital status and number of dependents.

SECTION 12: BUSINESS EXPENSES

You will be reimbursed for all legitimate business expenses necessarily and reasonably incurred in performing your duties. All purchases over \$250 require prior approval by the Finance Department.

Expenses will not be reimbursed without receipts. All employees are required to track all funds spent on business expenses. As soon as possible, and in no event later than 45 days after incurring a reimbursable expense, you must submit the most detailed receipts available for each transaction to the designated Company representative. You must also include a project and a category when you submit the request for reimbursement to the designated Company representative. For example, if you make a credit card purchase

and you are provided with a cash-register receipt that identifies the specific items purchased, you must submit that cash- register receipt along with the credit-card receipt, along with the category of item purchased and applicable project.

The Company may provide business debit and/or credit cards to certain employees. The use of these cards is a privilege. Any use of these cards is restricted to use by the individuals named on the cards. Using your card to make purchases on behalf of any other person without prior written authorization from the Finance Department, or using another employee's card without prior written authorization from the Finance Department can subject you to discipline, up to and including termination. If you are provided with a Company credit card, it must be used only for legitimate business expenses necessarily or reasonably incurred in performing your duties.

Below are guidelines that employees should follow when incurring business-related expenses to submit for reimbursement.

Reimbursement of Travel Expenses

Employees will be reimbursed for all legitimate travel expenses necessarily and reasonably incurred in performing their duties. For example:

- Transportation to/from airports: All transportation expenses should be pre-approved in writing by the CEO or COO. Travel to and from airports is encouraged to be on public transportation. Taxi cabs and hired car services (such as Uber or Lyft) may be used when the staff member is carrying large amounts of organizational material. Taxis or car services may also be used when it is considerably inconvenient to take public transportation, such as when it would take excessive time, or when travel to and from airports is unavailable. When taking taxi cabs or car services, employees shall use the most cost-effective option available (for example, taking uberPOOL or Lyft Line).
- Air and Ground Transportation: The Company will cover air and ground transportation for business-related travel. All air and ground transportation expenses should be pre-approved in writing by the CEO or COO. The Company expects all of its employees to research the best prices for fares (such as by looking on Priceline, Kayak, Expedia, or similar websites or talking with a travel agent) and to choose low-priced tickets whenever possible.
- Accommodations: All accommodation expenses should be pre-approved in writing by the CEO or COO. Employees must stay in inexpensive to moderately priced accommodations unless other arrangements have been authorized in writing by CEO or COO.
- Per Diem: The Company will reimburse employees for meal costs during Company travel with a per diem of \$50/day. Reimbursements for this amount will automatically be approved on a daily basis. Please note that your per diem is not cumulative over the course of travel. For example, you should not spend \$30 for

1 day and \$70 the next. All other meal costs should be pre-approved in writing by the Finance Department.

- Mileage: Employees will be reimbursed for mileage at the rate set by the IRS at the time the reimbursement is submitted when employees use their personal cars for necessary Company business when it is less expensive than using other forms of transportation.

SECTION 13: SMOKING POLICY

Smoking is prohibited on Company premises, excluding designated outdoor areas.

SECTION 14: EMPLOYEES WHO ARE REQUIRED TO DRIVE

If your duties include driving a motor vehicle on Company business, you will be required to show proof of a current, valid driver's license and current insurance coverage in effect in amounts acceptable to the Company.

SECTION 15: CONFIDENTIALITY

During the course of your employment, you may have access to confidential information about the Company, its clients and vendors. "Confidential Information" includes, without limitation: (a) any "trade secret" as defined under the laws of California; (b) any personal identifying information of past or present Company employees (such as social security number, date of birth or address); (c) any material or information about the Company, its business or operations that derives actual or potential economic value from not being known to business competitors of the Company or to the general public; and (d) scripts; screenplays; treatments; storyboards; story outlines; development projects; musical scores; creative ideas and concepts; negatives, masters, prints and copies of photographs, films, videotapes and audio recordings. Such information is Confidential Information whether it is intangible (such as a fact known to you but not recorded), recorded in written form (as in a letter, memo or other document) or otherwise recorded (as in a photograph, videotape, audiotape, film, computer disk or other storage medium). By way of example and not limitation, such Confidential Information includes material or information disclosed to you or known by you, as a direct or indirect result of your relationship with the Company, concerning the Company's products, formulas, processes, business affairs, legal affairs, operations, finances, clients, vendors, employees, compositions, inventions, computer programs, marketing techniques, distribution techniques, production techniques, research, development, designs, services, accounts, billing methods, data, systems, plans, phone lists, mailing lists, internal affairs, and any and all information entrusted to the Company by third parties. The identities, needs, objectives, preferences and personal information of individuals

and entities served by the Company (collectively, “Company Clients”) are hereby expressly identified to you as Confidential Information having independent economic value. Such information concerning Company Clients is not readily ascertainable from public sources, and the Company has expended considerable time and effort to develop, compile and protect the confidentiality of such information.

You are obligated to maintain the confidentiality of all Confidential Information both during and after your employment by the Company. Unless you have received prior written consent from the CEO or COO in each instance, you must not summarize, copy, disclose or otherwise communicate any Confidential Information to any person or entity, whether directly or indirectly, except to the limited extent actually necessary to perform your duties for the Company. If and when you cease providing services to the Company for any reason, or at any other time upon request of the Company, you shall deliver immediately to the Company all Confidential Information in your possession, custody or control (including originals and all copies thereof).

In addition to complying with your confidentiality obligations set forth in this Handbook, as a condition of continued employment with the Company you may be required to sign confidentiality agreements that the Company may issue from time to time. In that case, any obligations of confidentiality you incur under such an agreement shall be in addition to, and not in lieu of, your obligations of confidentiality set forth in this Handbook.

SECTION 16: UNLAWFUL DISCRIMINATION AND HARASSMENT

Statement of Policy

The Company is committed to providing a workplace free from unlawful discrimination and harassment based on any characteristic protected by federal, state or local laws, regulations or ordinances, including the California Fair Employment and Housing Act and its implementing regulations. The Company specifically prohibits all harassment and discrimination based on:

- Age (40 and over)
- Ancestry
- Color
- Religious Creed (including religious dress and grooming practices)
- Requesting or Taking Family and Medical Care Leave
- Disability (mental and physical) including HIV and AIDS
- Marital Status
- Registered Domestic Partner Status
- Medical Condition (cancer and genetic characteristics)
- Genetic Information
- Military and Veteran Status

- National Origin (including language use restrictions)
- Holding or Presenting a Driver's License issued under Vehicle Code section 12801.9
- Race
- Sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding)
- Gender
- Gender Identity (a person's identification as male, female, a gender different from the person's sex at birth, or transgender)
- Gender Expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth)
- Sexual Orientation

The law prohibits coworkers and third parties, as well as supervisors and managers, with whom the employee comes into contact from engaging in unlawful harassment and discrimination. The Company will not tolerate, discrimination against, or harassment of, any of its employees or independent contractors by any manager, supervisor or other employee. The Company will also attempt to protect its employees and independent contractors from discrimination and harassment in the workplace by non-employees. In keeping with this commitment, the Company strictly prohibits all discrimination and harassment in violation of this policy.

This policy applies to all employees and independent contractors, whether supervisory or non-supervisory. This policy also applies to all vendors, customers, unpaid interns, volunteers, persons providing services pursuant to a contract, and any other persons with whom employees come into contact while working. This policy prohibits unlawful discrimination and harassment in any form, including verbal, physical and visual harassment. Please be aware that any individual employee, regardless of his or her position with the Company, can be held personally liable for engaging in unlawful harassment in violation of this policy.

Harassment Defined

Harassment is unwelcome conduct that creates an intimidating, hostile or offensive working environment or that interferes with work performance. Such conduct constitutes harassment when: (a) submission to such conduct is made an explicit or implicit term of employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. By way of example, all of the following types of conduct are prohibited at the Company:

- VERBAL CONDUCT relating to any protected characteristic, such as epithets, derogatory comments, slurs, comments about an individual's body or dress, dirty

jokes, persistent requests for dates, or unwanted sexual advances, invitations or comments. This includes ELECTRONIC COMMUNICATION of prohibited comments by any means, such as by email or on social media.

- VISUAL CONDUCT relating to any protected characteristic, such as derogatory cartoons, pictures, photographs, drawings or gestures.
- PHYSICAL CONDUCT, such as assault, blocking normal movement or interference with work, directed at an individual because of his or her sex or other protected status.
- THREATS AND DEMANDS to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors.
- RETALIATION for having reported or threatened to report harassment with the good-faith and reasonable belief that such harassment has occurred.

Sexual harassment need not be motivated by sexual desire to be unlawful and to be prohibited by this policy. Harassment because of an employee's gender (or because of any protected characteristic), even if completely unrelated to any sexual desire, is unlawful and prohibited. This policy also prohibits all harassment and discrimination based on the perception that an employee falls into a protected category, even if he or she does not.

Reporting, Investigation and Discipline

If you believe that you or any other individual has been discriminated against or harassed, whether by an employee or nonemployee, you must promptly report the facts and the names of the individuals involved to your immediate supervisor or to the CEO or COO. You are allowed and encouraged to report to the CEO or COO if for any reason you feel uncomfortable reporting to your immediate supervisor.

Supervisors who become aware of a complaint must promptly report the complaint to the CEO or COO. The Company will provide a timely response to every complaint of discrimination or harassment. After providing a prompt response, the Company will conduct a fair, timely, and thorough investigation of each complaint. Qualified personnel will conduct the investigation. During the investigation, the Company will provide all parties appropriate due process and reach a reasonable conclusion based on the evidence collected.

The Company will keep reasonable documentation regarding, and track the progress of, each complaint and ensuing investigation. All parties contacted in the course of such investigation will be notified that the Company will not tolerate retaliation in any form against any employee who believes in good faith that discrimination or harassment has occurred and reports such conduct, or who truthfully cooperates in an investigation of alleged discrimination or harassment. The Company will keep the employee's complaint and the investigation confidential, to the extent possible. However, complete confidentiality is not possible, and some disclosure of information to other persons will

be necessary in order to conduct the investigation.

If, following an appropriate investigation, the Company believes that it is more likely than not that conduct in violation of this policy has occurred, it will take appropriate remedial measures to resolve the situation, on a case by case basis.

This is a zero tolerance policy. Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other conduct in violation of this policy will be subject to appropriate disciplinary action, up to, and including termination. The Company also will take appropriate action to deter future misconduct.

Upon completion of the investigation, it will be timely closed and kept confidential to the extent possible.

Government Enforcement Procedure Complaints of discrimination and harassment may also be directed to the federal Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing. You may contact the appropriate office via the Internet or by checking the government listings in your local telephone directory.

Disability Discrimination

The Company is committed to providing equal employment opportunities to otherwise qualified individuals who have a disability, a record of a disability or are regarded as having a disability. The Company will provide reasonable accommodation to such individuals to the full extent required under the Americans with Disabilities Act, the California Fair Employment and Housing Act, and any other applicable law, regulation or ordinance. If you require a reasonable accommodation by the Company, you must notify the CEO or COO. The Company will then engage in an interactive process with you to attempt to determine if you are a qualified individual with a disability and what type of reasonable accommodation would be effective. Your suggestions and input throughout that process are encouraged. Under certain circumstances, the Company may ask you: (a) to provide specified documentation (to the extent permitted by law) concerning the functional limitations requiring reasonable accommodation; or (b) if such documentation is necessary and is not available, to visit an appropriate healthcare professional of the Company's choice to substantiate the existence of a disability and the need for reasonable accommodation.

SECTION 17: OPEN DOOR POLICY

The Company has an Open Door Policy to encourage employees to raise their work-related concerns informally with their immediate supervisor. We will attempt to keep all such expressions of concern confidential, recognizing, however, that in the course of investigating and resolving the concerns, some disclosure of information may be necessary.

You are encouraged to raise work-related concerns with your immediate supervisor as soon as possible after the occurrence of the event that causes the concerns. If you believe your immediate supervisor is not the appropriate person with whom to raise your concerns, you may raise them directly with the CEO or COO.

SECTION 18: CONFLICTS OF INTEREST

You must avoid situations that may create an actual or potential conflict between your personal interests and the interests of the Company. If you are unsure whether a particular situation violates this rule, check with the CEO or COO.

Outside Employment: While employed by the Company, you may not be employed by, or otherwise perform services for, any competitor of the Company. Other outside employment is prohibited if, in the sole judgment of the Company, such employment creates a conflict of interest or is otherwise harmful to the Company's best interests. The Company will not reassign job duties or reschedule work hours to accommodate an employee's outside employment.

Personal Relationships with Competitors, Customers and Vendors An actual or potential conflict of interest exists when an employee has a "close personal relationship" with a competitor, customer or vendor. Close personal relationships include, without limitation, relatives (including relatives by marriage), someone who lives with the employee, or someone closely connected with the employee on a personal basis such as a dating relationship. Such close personal relationships between an employee and a competitor, customer or vendor may impair the employee's ability to exercise best judgment on behalf of the Company.

If you are currently involved in, or become involved in, a close personal relationship with a competitor, customer or vendor, you must disclose that fact immediately to the CEO or COO. Following such notification, the Company will take such remedial action as it deems appropriate under the circumstances.

Personal Relationships between Supervisors and Subordinates An actual or potential conflict of interest also exists when two employees are in a close personal relationship, and one of them supervises or makes employment decisions about the other. If you are currently involved in, or become involved in, such a close personal relationship, you must disclose that fact immediately to the CEO or COO. Following such notification, the Company will take such remedial action as it deems appropriate under the circumstances.

Gifts and Gratuities Gifts may only be provided to, and accepted from, people doing business or seeking to do business with the Company if all the following conditions are satisfied: (a) the gift is of nominal value; (b) the gift arises out of the lawful and normal course of business; and (c) the gift does not obligate, or appear to obligate, the recipient

in any manner. This policy applies to a gift of any type including, without limitation, all the following: cash, gift certificates, merchandise, meals, tickets or other entertainment; the provision of labor or payment of expenses; any type of tip or gratuity; any interest in any business venture or property; any rebate, refund, finder's fee, promotional fee or marketing fee; and any type of gift or payment that could reasonably be viewed as an inducement, or a bribe or kickback, no matter how it is characterized.

If you have any question as to whether a particular gift complies with this policy, you must notify the CEO or COO of the situation without delay.

SECTION 19: PHOTOGRAPHY OR RECORDINGS

The Company has an obligation to protect the privacy of our employees and the confidentiality of work being done for our clients. For those reasons, it is strictly forbidden to take any photographs, video, or audio recordings on Company premises that include other employees without their consent.

SECTION 20: WORKPLACE VIOLENCE

The Company has a policy of zero tolerance for violence. Engaging in, or threatening, violence in the workplace is strictly prohibited. For purposes of this policy, "violence" includes, without limitation: physically aggressive, intimidating or violent behavior; defacing or sabotaging Company or employee property; bringing a weapon or dangerous, explosive or flammable material onto Company property or to Company-sponsored events; physically harming another person; belligerent, vulgar or excessively argumentative comments; threatening to engage in any of the foregoing actions; or otherwise acting in such a manner as to make a reasonable person feel physically threatened.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, or the CEO or COO. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intervene during an incident.

SECTION 21: WORKPLACE MONITORING

The Company may conduct workplace monitoring to ensure security. The Company reserves its right to access, investigate and monitor employees' computer, email, telephone, voicemail, and Internet use. The Company may also conduct video surveillance of non-private workplace areas.

SECTION 22: INSPECTIONS OF COMPANY PROPERTY

All premises, facilities, equipment, vehicles, furnishings and other property provided by the Company for employee use are “Company Property,” including, without limitation, filing cabinets, desks, lockers, storage devices, computers, computer hardware and software, Internet and intranet access, email systems, telephones, voicemail systems, and other communication devices. The Company reserves the right to access, inspect and monitor all Company Property, and all property and information contained therein, at any time, without advance notice to, or consent from, employees.

Employees may not use the Company’s computers or any other Company Property for any improper purpose, which includes working on behalf of any employer other than the Company, either during or outside of work hours.

You should have no expectation that any data entered on Company computers – including personal information unrelated to the Company’s business – is, or will remain, private. In addition, if you send or store any documents or other information belonging to the Company on any device belonging to you, by doing so you grant the Company the unrestricted right to access such information and, if the Company requires deletion of the information, to search such device to ensure that such information has been deleted.

The Company also reserves the right to search at any time, without advance notice to employees, any personal property (including vehicles, bags, purses, lunch boxes, backpacks, briefcases or other containers) brought onto or taken off of Company Property by employees.

SECTION 23: EMAIL, VOICEMAIL AND INTERNET

The Company may provide you with access to its electronic mail (“email”) system, voicemail system and/or Internet system (collectively, “Company Systems”) for the purpose of conducting Company-related business. Your use of Company Systems is subject to the following rules.

1. **Ownership and Monitoring.** All records created by you through any Company System are the property of the Company. The Company reserves the right to monitor the use and operation of Company Systems, to access all records within them and to retain or dispose of such records as it deems necessary or desirable in its sole and exclusive discretion. This expressly includes the Company’s right to override any password, encryption or other process or device intended to prevent access to information. In connection with its monitoring of the Internet system, the Company also expressly reserves the right to monitor the frequency and duration of your Internet usage and the sites you have visited. You have no expectation of privacy in any emails sent or received using the Company’s email

system, and the Company reserves the right to search, review, and/or dispose of any such emails at any time, without notice to you.

2. **Message Content.** Company Systems must not be used to send any message that does not comport with the Company's ordinary standards of courtesy and professionalism.
3. **Confidentiality.** Never send or disclose messages containing confidential or proprietary information to anyone who does not have a right to, and need for, such information. Also, never access the files or communications of others unless you have a legitimate business purpose and authorization to do so.
4. **Compliance with Company Policies.** Always comply with Company policies when using Company Systems. Voicemail, email or Internet use that violates any of the Company's policies, including those prohibiting discrimination and harassment, will not be tolerated.
5. **No Solicitations.** Do not use Company Systems for religious, political, charitable, or personal solicitations, or for advertising any personal enterprise.
6. **Inappropriate Material.** Do not access or forward material that is offensive or otherwise inappropriate for the workplace.
7. **Security.** When communicating confidential information, be aware of security issues. Conversations over cordless telephones and messages sent over the Internet from a wireless "hot spot" are particularly susceptible to interception.
8. **Deleting Messages.** Company Systems are backed up at regular intervals. Never assume that an email message or a voicemail message you have deleted is deleted for all purposes. A message deleted from your "in-box" may be available elsewhere on the network. Voicemail messages and email messages sent outside of the Company may remain on the recipient's system indefinitely.
9. **Logging Off.** Always log off the network when you are not using your computer. An unattended computer can be accessed by unauthorized persons.
10. **Password.** All employees are expected to use "1password" for all company passwords. All employees must store shared passwords in shared vaults.
11. **Password Security.** Never divulge your network login ID or password. If a request appears asking for your network login ID or password (or any other personal information), do not release the information. Notify your supervisor immediately of any such request.
12. **Copyright Infringement and Other Unlawful Activity.** Use of the Company's Systems for any unlawful activity is strictly prohibited. Never use a Company System to convey material or information that is defamatory or that violates copyright laws or any licensing agreement.
13. **Be Aware of Company Representations.** Only authorized employees may communicate on the Internet on behalf of the Company.

SECTION 24: HEALTH AND SAFETY

In order to maintain a safe workplace, the Company must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. As such, every employee has the responsibility to ensure the implementation of the Company's IIPP. Employees should be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe condition or potential hazard to a supervisor or to the CEO or COO immediately.

SECTION 25: PERSONAL APPEARANCE AND DRESS CODE

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard.

SECTION 26: EMPLOYEE BENEFITS

The fact that particular benefits are currently offered does not obligate the Company to continue to provide any particular benefit plan or program, or any particular benefit level under any benefit plan or program.

SECTION 27: HEALTH INSURANCE

The Company offers group health insurance to all Regular Full-Time Employees beginning on the employee's start-date at the Company. Please refer to the health insurance plan documents and premium forms for specific information regarding employee premium rates and eligibility.

SECTION 28: HOLIDAYS

The Company provides paid holidays to its employees. The paid holidays for 2023 are:

- January 16: Martin Luther King Jr. Day
- May 29: Memorial Day
- July 4: Independence Day
- September 4: Labor Day
- November 23-24: Thanksgiving break
- December 24-January 1 2024: Winter break

SECTION 29: VACATION

The Company does not provide accrued paid vacation to Regular Full-Time Employees. However, you are encouraged to take a reasonable amount of vacation or personal time off from work on an annual basis. When you take a vacation, it is your responsibility to make sure your work is handled in your absence by discussing your plans with your coworkers, getting prior approval from your supervisor for your vacation time, ensuring deadlines are met and that unnecessary disruptions to your coworkers and the business are avoided.

Please note that the Company's policy on taking vacation or other personal time off with pay is not a form of additional compensation. Because there is no accrual of time off, this means that if you do not take time off in one year, additional time off does not carry over into another year. The Company does not compensate for "unused" time at year's end or the end of employment. This policy does not apply to or provide pay during leaves of absence provided by law or under any of the Company's other leave policies.

SECTION 30: SICK LEAVE

Accrual of Paid Sick Leave. Employees accrue one hour of Paid Sick Leave for every 30 hours worked; accrual does not occur for periods where an employee is not working, e.g., holidays, vacations, leaves of absence. Employees who are salaried and exempt from overtime laws accrue Paid Sick Leave based on a 40-hour workweek. An employee may accrue up to 72 hours of Paid Sick Leave, at which point accrual ceases. Accrual resumes only when the employee's Paid Sick Leave balance drops below the maximum bank of 72 hours. Accrued Paid Sick Leave carries over from year to year. Paid Sick Leave is paid at the employee's regular hourly rate, unless otherwise required by law. Unused accrued Paid Sick Leave is not paid out upon termination.

Use of Paid Sick Leave. Paid Sick leave is available for use upon the employee's oral or written request:

- for the employee's own or a family member's illness or injury; diagnosis care or treatment of an existing health condition or preventive care, including caring for a covered family member if a health official or health care provider has determined the family member's presence in the community would jeopardize others' health because of the individual's exposure to a communicable disease;
- if the employee is a victim of domestic violence, sexual assault, stalking, or human trafficking;
- if the employee is donating bone marrow or an organ to another person or to care for or assist a covered family member who is donating bone marrow or an organ;

- parental leave within 1 year of the child's birth, adoption or placement with the employee;
- the Company's business has closed by order of a public official due to a public health emergency;
- the school or child care center of the employee's covered family member is closed by order of a public official due to a public health emergency.

For purposes of this policy, a "family member" can be a child or parent (biological, adoptive, step, foster care, in loco parentis); spouse; registered domestic partner; designated person; legal guardian; ward; grandparent or grandchild (biological, adoptive, step, foster care); or sibling (biological, adoptive, step, foster care). If the employee has no spouse or registered domestic partner, the employee may designate one person as to whom the employee may use paid sick leave to aid or care for the person, and such designation may be changed annually. Paid Sick Leave may be used in one-hour increments, with periods of less than an hour charged to the nearest hour.

If the need for Paid Sick Leave is foreseeable, the employee must give reasonable advance notice to his or her supervisor. Where the need is unforeseeable, such as in the event of a sudden illness or injury, the employee must notify his or her supervisor as soon as practicable.

SECTION 31: PREGNANCY-RELATED DISABILITY LEAVE AND ACCOMMODATION

Any employee temporarily unable to perform her usual and customary duties due to pregnancy, childbirth or a related medical condition will be granted an unpaid pregnancy disability leave of absence ("PDL") for the actual duration of a disability, up to a maximum of four months per pregnancy. If an employee is also eligible for leave under the federal Family and Medical Leave Act (FMLA), the FMLA leave and the PDL will run concurrently.

A "four month" leave means time off for the number of days or hours the employee would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full time employee who works 40 hours per week, "four months" is 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks.

For purposes of this policy, an employee is "disabled by pregnancy" when, in the opinion of the employee's health care provider, the employee cannot work at all or is unable to perform any one or more of the essential functions of the job, is unable to perform the duties without undue risk to the employee or other persons or working poses a risk to the successful completion of the pregnancy. Time off needed for things such as prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, post-partum depression, recovery from childbirth, and the loss or end of a

pregnancy (amount other pregnancy-related conditions that are considered to be disabling) are all covered by PDL. Thus, PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

Requests for Leave

An employee who plans to take PDL must provide the CEO or COO with at least 30 days' advance notice of the date on which it is anticipated that the leave will commence, the estimated duration of the leave, and the date on which the employee expects to be able to return to work. When an emergency occurs that does not allow the employee to provide advance notice of the need for PDL, the employee or their authorized representative (such as a spouse or domestic partner) must notify the CEO or COO of the situation as soon as practicable under the circumstances.

Requests for leave must be supported by a health care provider's completed and signed medical certification that states the employee is disabled due to pregnancy.

Compensation During PDL

PDL is unpaid. However, in some circumstances an employee on PDL may be eligible to receive payments from the California State Disability Insurance Fund. In addition, an employee may elect to substitute some or all of her accrued vacation and/or accrued sick leave for unpaid leave during a Pregnancy Disability Leave. In no situation will the use of available sick leave or vacation time extend the maximum amount of Pregnancy Disability Leave available under this policy.

Effect on Benefit Accrual

Employees on PDL accrue other employment benefits – such as paid sick leave or paid vacation – only during periods when accrued paid leave is being substituted for unpaid leave and only if the employee would otherwise be eligible for such accrual.

While on PDL, an employee is entitled to participate in any other insurance and profit sharing plans then offered by the Company only in accordance with the terms of the summary plan documents controlling those plans.

Effect on Health Insurance Benefits

During an employee's PDL, for up to the maximum amount of time required by law, the Company will continue providing the opportunity to participate in, and will continue paying the employer's share of the cost of the premium for the employee's participation in, the Company group-health plan to the same extent it would have done if the employee had not taken leave. The cost of coverage normally borne by the employee will remain the sole responsibility of the employee, and failure to make timely payments will result in lapse of coverage. It is the employee's responsibility to make arrangements with the CEO or COO to pay the employee's share of the cost of coverage during the

PDL. If the employee has not returned from leave at the time the Company's obligation to pay the employer's share of the employee's premiums ends, the employee will have the option to continue health insurance benefits at her own expense through the federal law known as COBRA and/or the California law known as Cal-COBRA.

Return from PDL

An employee who is released by her doctor to return to her original job after an approved pregnancy-related disability leave, or who previously has been transferred to a less strenuous or hazardous position because of pregnancy, childbirth or a related medical condition, may return to her original job, subject to any exceptions permitted under state and federal laws. An employee returning to work after a pregnancy-related disability must have a written release from a physician verifying that the employee has been disabled and is now able to return to work and safely perform all of her essential duties, with or without reasonable accommodation.

Requests for Less Strenuous Duties or Other Accommodation

Any employee who is affected by pregnancy may also be eligible for a temporary transfer to less strenuous duties 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 less-hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable" and that certification includes that date on which the employee became disabled or the date on which the accommodation is to begin; and the probable duration of the period or periods of disability or the period or periods for the advisability of the transfer or accommodation;
- 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.

In addition, lactation is considered a pregnancy-related condition. The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including engaging in the interactive to address accommodations requests, such as time off for medical appointments, requested changes in schedules and other requested accommodations.

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 applicable law. Questions about this policy or requests for leave or accommodation should be directed to hr@labelbox.com.

SECTION 31.1: LACTATION ACCOMMODATION [SAN FRANCISCO]

The Company complies with the San Francisco Lactation in the Workplace Ordinance ("LWO") by providing a reasonable amount of break time to accommodate San Francisco employees who want to express breast milk for their children. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should occur at the same time as an employee's meal and rest breaks. If additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break.

When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. The time an employee spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the "Lactation Location"). The Lactation Location may be the employee's normal work area, if suitable. The Lactation Location will: be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal

items; contain a place to sit; and have access to electricity. The Company will also provide access to a refrigerator where employees can store breast milk and access to a sink with running water.

Employees have a right to request lactation accommodation. To request lactation accommodation, employees should notify HR in advance to ensure the private conference room is reserved and any scheduled meetings may be moved in a timely manner. HR will block out the appropriate time needed in our Polygon conference room for the employee. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the Lactation Location for the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits retaliation against employees who request lactation accommodation, file a complaint or otherwise report an alleged violation of the LWO, cooperate in an investigation of an alleged violation of the LWO or inform another person about their rights under the LWO.

Lactation is considered a pregnancy-related condition under California law. The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

SECTION 32: CALIFORNIA STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE

The California State Disability Insurance (“SDI”) benefits program provides short-term partial wage-replacement benefits to eligible employees who suffer a loss of wages because they are unable to work due to a non work-related illness or injury, or due to pregnancy or childbirth. It does not provide an employee with a leave of absence. SDI is funded through employee payroll deductions. There is a seven calendar-day waiting period following the date on which an employee’s doctor determines that the employee is disabled before payment of SDI benefits begins.

It is the employee’s responsibility to apply for SDI benefits. All decisions regarding eligibility are made by the California Employment Development Department.

The California Paid Family Leave (“PFL”) benefits program provides eligible employees with up to eight weeks of partial wage-replacement benefits if they take time off work for one of the following reasons (a) to care for a seriously ill child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law; or (b) to bond with a minor child within one year of the child’s birth or placement of the child in connection with foster care or adoption. PFL is not a leave of absence for employees; it

is a wage replacement benefit. PFL is funded through employee payroll deductions.

It is the employee's responsibility to apply for PFL benefits. All decisions regarding eligibility are made by the California Employment Development Department.

Employees who are receiving SDI or PFL benefits do not have a guaranteed right to return to their jobs unless they are on an approved leave of absence which guarantees that right, such as a Family and Medical Leave or a PDL, or unless otherwise required by law.

For SDI or PFL-covered events that are foreseeable, you must notify the CEO or COO of your intention to apply for SDI or PFL at the same time that you submit a request for a leave of absence or request to take time off work. For events that are not foreseeable, you must notify the CEO or COO as soon as you determine that you intend to request SDI or PFL benefits.

SECTION 32.1: NEW YORK PAID FAMILY LEAVE BENEFITS [NEW YORK EMPLOYEES]

Under the New York Paid Family Leave Benefits Law ("PFLBL"), eligible employees are entitled to a leave of absence to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a spouse, domestic partner, child or parent is called into active military service. Employees are also eligible to receive partial wage replacement benefits during the leave through a state-mandated Paid Family Leave Benefits program.

Employee Eligibility

New York employees who work 20 hours or more per week are eligible for Paid Family Leave (PFL) under the PFLBL after they have completed 26 consecutive weeks of employment. Employees who work fewer than 20 hours per week are eligible for PFL after completing 175 days of employment.

Length of Paid Family Leave

Leave entitlement is based on the following schedule:

- 2020—up to 10 weeks of PFL in a consecutive 52-week period;
- 2021 and thereafter—up to 12 weeks of PFL in a consecutive 52-week period.

Qualifying Reasons for Leave

PFL may be taken for the following reasons:

- To provide physical or psychological care (including, for example, emotional support, visitation, assistance in treatment, transportation, arranging for a change

in care, assistance with essential daily living matters and personal attendant services) for a family member because of the family member's serious health condition;

- To bond with the employee's new child during the first 12 months after the child's birth, or during the first 12 months after placement of the child for adoption or foster care; or
- For a "qualifying exigency," as defined under the federal Family and Medical Leave Act ("FMLA"), arising from the active duty military service (or notification of an impending call to active duty) of an employee's spouse, domestic partner, child or parent.

For purposes of this policy, a "family member" includes a child, parent, grandparent, grandchild, spouse or domestic partner. A "child" includes a biological, adopted or foster child, stepchild, the child of a domestic partner, a legal ward or someone to whom the eligible employee stands *in loco parentis*, meaning in the place of a parent. A "parent" includes a biological parent, foster parent, adoptive parent, stepparent, parent-in-law, parent of a domestic partner, legal guardian of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child.

PFL may not be taken for the employee's own disability or health condition.

Employees taking PFL to provide care to a family member with a serious health condition must be present at the same location as the family member or engaged in reasonable travel related to providing care during the majority of the employment period for which the employee takes leave.

The Company is not required to provide PFL to two employees at the same time to care for the same family member. If time off is provided to both employees, the PFL taken by each employee will be counted towards that employee's PFL entitlement.

Intermittent Leave

Employees can take PFL on an intermittent basis. Employees seeking intermittent leave must notify the Company and Blue Shield Insurance of the schedule for intermittent leave.

Employees taking PFL in weekly increments will be eligible for the maximum number of weeks of leave in any 52 consecutive week period. Employees can take PFL in daily increments. The number of days of PFL available will be based on the average number of days the employee works per week. For example, an employee who works an average of three days per week will receive:

- The equivalent of three days per week for ten weeks up to a maximum of 30 days of PFL in 2020; and
- The equivalent of three days per week for twelve weeks up to a maximum of 36 days in 2021.

Wage Replacement Benefits

Eligible employees can receive wage replacement benefits through a state-mandated PFL benefits program for PFL. PFL benefits are administered by Blue Shield.

The PFL benefit amount is a percentage of the employee's average weekly wage or the State's average weekly rate, **whichever is lower**. The State's average weekly wage is determined and periodically adjusted by the State of New York.

The PFL benefit amount is provided in accordance with the following schedule:

- 2020—60% of the associate's average weekly wage or 60% of the State's average weekly rate, whichever is lower, up to a maximum weekly benefit of \$840.70 per week; and
- 2021 and thereafter—67% of the associate's average weekly wage or 67% of the State's average weekly rate, whichever is lower, up to a maximum weekly benefit for 2021 of \$971.61. The weekly benefit cap will be adjusted with the changing state average weekly wage in later years.

An employee cannot receive both New York state disability benefits and PFL benefits for the same period of time. An eligible employee may opt to receive both disability and PFL benefits during a post-partum/baby bonding period, but may not receive both benefits at the same time.

Payroll Deductions

PFL benefits are funded by employee contributions made through payroll deductions. The amount of an employee's contribution depends on the employee's average weekly wage. The maximum deduction amount will be adjusted periodically by the State of New York. The amount of any deduction taken will be reflected on an employee's paystub.

Employees who are not eligible for PFL benefits because they are not scheduled to meet the eligibility criteria regarding weeks or days worked can sign a waiver of benefits that relieves them from making the PFL benefits contribution. Ineligible employees who wish to complete such a waiver should contact Human Resources. If, after signing the waiver, an employee's schedule changes such that the employee is scheduled to meet the eligibility requirements, the waiver will be deemed revoked within eight weeks of the schedule change. Once the waiver is revoked, the employee will be required to make PFL contributions, including a retroactive amount that covers contributions since the time of hire.

Requesting Leave

Employees seeking PFL must provide at least 30 days advance notice to the Company when the need for leave is foreseeable. If the need for leave is unforeseeable, employees must provide notice as soon as practicable. The notice should include the

timing and duration of the leave and identify the type of family leave needed. Failure to provide timely notice may result in a partial denial or delay in an employee's receipt of PFL. Employees must advise the Company as soon as practicable if the dates of a scheduled leave change or are extended.

Employees seeking PFL benefits will also be required to submit a Request for Paid Family Leave Form and required certifications. Employees must submit proof of the need for PFL within 30 days of the commencement of leave. The Company will complete its portion of the Request for Paid Family Leave Form and return it to the employee within three business days.

If the dates for PFL, including any intermittent use of PFL, are not specified on the Request for Paid Family Leave, payment of benefits may be withheld until the information is provided. An employee must request payment for a previously unspecified day of PFL within thirty days of the leave.

Employees are also required to provide additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for bonding leave or a medical certification from a healthcare provider for leave to care for a family member's serious health condition.

Benefits

The Company will continue making contributions to employee group health benefits during the leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during the PFL, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

Effect on Other Rights and Paid Leave

When leave qualifies as protected family leave under both the PFLBL and the FMLA, leave entitlements under both laws will run concurrently. Employees will not receive more than the maximum family leave available under either the PFLBL or the FMLA, as applicable.

Where time off qualifies as both PFL and FMLA leave, employees are required to use available vacation, paid sick time and other available paid time off in accordance with the provisions of the FMLA and the Company's FMLA policy. When PFL does not qualify as FMLA leave, employees can choose, but are not required, to use available vacation, paid sick leave or other paid time off to receive full salary or wages during some or all of the PFL.

Return from Leave

Under most circumstances, employees who return to work as scheduled at the end of PFL will be reinstated to the same position they held at the time of the leave or to a

comparable position with comparable benefits, pay and other terms and conditions of employment. Employees are not entitled under the PFLBL to accrue employment benefits or obtain seniority during any period of PFL, nor are they entitled to any right, benefit or position to which they would have been entitled absent the PFL.

Fraudulent Use of PFL Prohibited

Employees who fraudulently obtain PFL from the Company are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination of employment.

Protected Rights

The Company takes its PFL obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the PFLBL. The Company will not terminate or otherwise discriminate against any individual because that person uses or attempts to use PFL. If an employee believes that his or her PFLBL rights have been violated in any way, they should immediately report the matter to **hr@labelbox.com**.

Employees may also contact **hr@labelbox.com** with questions.

SECTION 33: FAMILY AND MEDICAL LEAVE

Labelbox's Family and Medical Leave Policy is covered under a separate policy to be found at the end of this Handbook

SECTION 33.1: PAID PARENTAL LEAVE

Labelbox provides a paid parental leave benefit ("PPL") to eligible employees for (1) the birth or adoption of an employee's child; or (2) the placement of a foster child with the employee. In order to be eligible to receive PPL, the employee must be a regular full-time employee, or regular part-time employee regularly scheduled to work at least 30 hours per week who has been with the company for at least six months (180 days). PPL must be taken within one year of the child's birth, adoption or placement for foster care with the employee. Additionally, adopted children or children placed for foster care must be under 18 years of age in order for the employee to qualify for PPL.

For employees in any state, Labelbox will provide up to 12 weeks paid parental leave at 100% of your current regular pay. If you reside within a state or locality with corresponding state-sponsored wage replacement benefits, you must apply for those wage replacement benefits. Labelbox leave will run concurrently with the state-sponsored wage replacement benefits, and the Company will coordinate the wage replacement benefits with Paid Parental Leave so that the employee will receive no

more than 100% of their regular pay. If taken incrementally, employees are encouraged to take leave in increments of 2 weeks.

If your employment terminates for any reason, you will not be paid for any unused portion of your Paid Parental Leave.

Paid parental leave benefits will run concurrently with any protected time off available to employees in accordance with the federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and/or any other applicable state or local laws wherein the eligible employee resides. The use of paid parental leave benefits does not extend the total duration of the leave to which an employee is entitled. Under most circumstances, employees taking Paid Parental Leave will be reinstated to the same position they held at the time of the leave or to an equivalent position upon return from leave. However, an employee has no greater right to reinstatement than if the employee has been continuously employed rather than taking a leave.

Process

- As early as possible, please communicate your upcoming parental leave period to your manager and HR with approximate dates for your entire leave.
- Request Labelbox's Leave Form from HR and complete.
- Complete any necessary paperwork for applicable state- and/or local law-sponsored benefits.

SECTION 33.2: SAN FRANCISCO PAID PARENTAL LEAVE SUPPLEMENTAL COMPENSATION

The Company's Paid Parental Leave policy provides compensation which is intended to comply with its obligation to provide Supplemental Compensation under the San Francisco Paid Parental Leave Ordinance (SFPPLO) to all eligible San Francisco employees. In the event a San Francisco employee is not eligible for Labelbox's Paid Parental Leave policy, the Company will provide Supplemental Compensation to an eligible employee during employment when the employee receives California Paid Family Leave (California PFL) benefits from the State of California to bond with a minor child during the first year after the child's birth or placement through foster care or adoption.

To qualify for SFPPLO Supplemental Compensation, an employee must:

- a. Have commenced employment with Labelbox at least 180 days before the first day the employee receives PFL benefits for bonding with the employee's newly born child or a child placed with the employee through adoption or foster care;
- b. Perform at least forty percent (40%) of their total weekly work hours (and no less than eight hours of work per week) within the geographic boundaries of the City and County of San Francisco; and
- c. Be eligible to receive California Paid Family Leave (PFL) benefits for the purpose of bonding with a new child.

An eligible employee may receive Supplemental Compensation for a period of up to eight (8) weeks so long as the employee meets the eligibility, and documentation requirements set forth in this policy.

The Company's ability to ensure compliance with the SFPPLO and all Supplemental Compensation obligations depends on the employee working with the Company to ensure Labelbox receives the information needed to comply with the law. Employees will be required to provide documentation and information to the Company in order to qualify for the rights and protections provided by the SFPPLO. Information describing more specific rights and responsibilities will be provided by **[insert title]** to employees, upon an employee's request, or upon notification by the employee to the Company of an upcoming parental leave to bond with a newly born child or a child placed with the employee through adoption or foster care.

The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under an applicable law. If an employee is involuntarily separated from employment during the period they are entitled to receive SFPPLO Supplemental Compensation, Labelbox's obligation to continue any company-provided Paid Parental Leave payments ceases. However, in the event of an involuntary separation, the Company will continue providing Supplemental Compensation for the period during which the employee continues to receive California PFL benefits (at the rate required by San Francisco law).

SECTION 34: OTHER DISABILITY LEAVES

If an employee requires a temporary disability leave as a reasonable accommodation in connection with a disability or workplace injury, the Company will grant such leave to the extent it can do so without undue hardship, in compliance with applicable law. The duration of such leave will be consistent with applicable law, but in no case will it extend past the date on which the employee becomes capable of performing the essential functions of his or her job, with or without reasonable accommodation.

Disability leaves are unpaid. However, in some circumstances an employee on a disability leave may be eligible to receive payments from the state where the employee

works, such as the California State Disability Insurance Fund in California, and/or the Company's Supplemental Disability Payment Program. At the employee's option, he or she may also utilize any accrued paid time off during the period of his or her disability leave before taking the remainder as an unpaid leave.

An employee returning to work from a disability leave must have a written release from a physician verifying that the employee has been disabled and is now able to return to work full time and safely perform all of his or her essential duties, with or without reasonable accommodation.

If a temporary disability leave qualifies as a PDL, the provisions of that policy will govern the treatment of benefits and reinstatement rights until PDL is exhausted.

If a temporary disability leave is the result of a work-related injury or illness, the Company will continue providing and paying the premium for the employee's participation in any Company group-health plan, to the same extent as it would have done if the employee had not taken leave, for the longer of: (1) 90 days; or (2) the maximum time allowable under the applicable group- health plan, subject to any limitations under applicable law. The employee will be reinstated upon becoming capable of performing the essential functions of his or her job, with or without reasonable accommodation, unless such reinstatement has been precluded by business necessity, as defined by applicable law.

If a temporary disability leave is the result of an injury or illness that is not work-related, an employee may only elect to continue participation in Company benefit plans at the employee's own expense (and only to the extent permitted by such plans), and the employee's right to reinstatement shall be at the discretion of the Company, subject to any limitations under applicable law.

SECTION 35: LEAVES RELATED TO JUDICIAL PROCEEDINGS

You will be permitted to take time off for any of the following reasons: (1) to serve on a jury; (2) to appear in court, in compliance with a subpoena or other court order, as a witness in any judicial proceeding; (3) if you are a victim of crime or domestic violence, to seek judicial relief to help ensure the health, safety or welfare of yourself or a "covered family member"; (4) if you are a victim of domestic violence, stalking or sexual assault or another crime that has caused physical or mental injury, to seek medical attention for injuries caused by the domestic violence, stalking, sexual assault or other crime, to obtain services from a shelter or crisis center, to obtain psychological counseling, or to take action to increase safety from future domestic violence, sexual assault, or stalking; and (5) if you are the victim, the immediate family member of a victim, the domestic partner of a victim, or the child of a domestic partner of a victim of a violent or serious felony (as defined in sections 667.5 and 1192.7 of the California Penal

Code) or a felony crime involving theft or embezzlement, you may take time off work in order to attend judicial proceedings related to the crime.

A “covered family member” includes: a current or prior spouse, current or prior registered domestic partner, child, sibling, parent, grandparent, or any other individual whose close association with the employee is the equivalent of a family relationship (including an individual residing in the same household or a substantive dating or engagement relationship). Biological, adoptive, foster, and step-family relationships are covered. In addition, next of kin, legal ward, legal guardian and *in loco parentis* relationships are also covered.

Unless otherwise provided by law, Non-Exempt Employees will not be paid for time off taken for any of the leaves discussed above. Exempt Employees will receive their full weekly salary while serving as a witness or on jury duty, or for the leaves discussed above, only to the extent required by law. For more specific information regarding these types of leave, please contact the CEO or COO.

Any employee who needs to take time off for any purpose specified in this section must notify the CEO or COO as soon as possible. If you cannot provide advance notice of your absence for any reason specified in this section, the Company may require you to provide certification as to the reason for your absence. Moreover, it is your responsibility to keep the Company updated as to how long you expect to be absent due to any of the foregoing reasons.

SECTION 36: MILITARY LEAVE

You will be permitted to take an unpaid leave of absence for service in the uniformed services of the United States (as “uniformed services” is defined in the Uniformed Services Employment and Re-Employment Rights Act [“USERRA”]). Your entitlement to re-employment and your entitlement to benefits during and upon completion of uniformed service shall be in accordance with USERRA.

SECTION 37: OTHER LEAVES OF ABSENCE

In addition to the leaves described above, employees may be eligible for leaves related to voting time, literacy assistance, substance abuse rehabilitation, children’s school activities, bereavement and victims of domestic abuse and crime. For more specific information regarding these types of leave, please contact the CEO or COO.

If the Company grants a leave of absence that is not for any of the purposes listed elsewhere in this Handbook, unless otherwise required by law, the following rules will apply: (a) such leave will be unpaid except to the extent the employee elects to designate any portion of the leave as vacation; (b) no employment benefits, such as

paid sick leave and paid vacation time, will accrue during any unpaid portion of the leave and unless otherwise required by law; and (c) the employee's right to participate in any group health insurance plan, 401k plan or supplemental insurance plan then offered by the Company will continue only to the extent required by such plans or applicable law.

SECTION 38: WORKERS' COMPENSATION INSURANCE

The Company provides workers' compensation insurance at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to the CEO or COO immediately. Employees wishing to see their own physician for a work-related injury must make such an election in writing and submit it to the CEO or COO prior to the occurrence of the injury.

Any person who files or contributes to the filing of a false workers' compensation claim is committing a crime punishable by imprisonment, a fine or both, and is violating the policies of this Handbook.

SECTION 39: FINAL PAY

Employees will receive their final paycheck within the time required by law. The final paycheck for employees who resign with at least 72 hours advance notice will be provided on their last day of work. Employees who resign without providing at least 72 hours advance notice, however, will receive their final paycheck within 72 hours of their resignation. Employees who are terminated involuntarily will be provided their final paycheck on their last day of work. Employer property, such as keys, tools, and equipment, must be returned by each employee at the time final paycheck is provided.

SECTION 40: Family and Medical Leave Explained

Labelbox 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. Employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence.

Reasons for Leave

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

- 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, child, or parent with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition, which is defined by the FMLA (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 defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

Definitions

Under this policy, the following definitions will apply.

"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 Family and Medical Leave is to commence. "Child," for purposes of Military Emergency 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” 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 Military Emergency 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 Servicemember” 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 their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom 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.

“Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage 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 includes common law marriage and same sex marriage in places where recognized.

Length of Leave

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; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, 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 when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is the calendar year. Under this method, the 12-month period begins each January 1, and ends each December 31.

The maximum amount of 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, 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.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable 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's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition & 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 less 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 (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may

require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some 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. If an employee does not produce the certification as requested, the FMLA Leave will not be protected.

Recertification After Grant of Leave

If an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical 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's encounter 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.

Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military 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 military 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 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 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 their employment.

Compensation During Leave

FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or a Company sponsored wage-replacement benefit program. Employees may also choose to use accrued sick leave if the reason for sick leave is also covered by the Company's Sick Leave policy. All wage-replacement benefits and accrued sick leave payments will be integrated so that employees will receive no greater compensation than their regular compensation during this period. Paid benefits use will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employee group health benefits during an employee's leave on the same terms as if the employee had continued to actively work. If employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are typically required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek 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 the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave. The employee's length of service as of the leave will remain intact, but sick leave will not accrue when an employee is not working.

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. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

When an employee wishes to return from a Serious Health Condition Leave, the employee must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by

the Company 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 Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by FMLA's (or any other similar state law's) job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook. In addition, some states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees may contact Human Resources for additional information.

California Family Rights Act

Although the federal and state laws have different names, the Company sometimes 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. Unless otherwise specified, the provisions of the Family and Medical Leave policy (Fed-FMLA) will apply to CFRA Leaves.

Employee Eligibility

Generally, the same eligibility requirements that apply to a Fed-FMLA Leave also apply to CFRA Leave. However, to qualify for CFRA Leave, an employee is not required to work 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.

Reasons for Leave

Usually, Fed-FMLA Leave and CFRA Leave run concurrently with one another. However, the following differences in the reasons for taking Fed-FMLA Leave and CFRA Leave exist:

- Family Care Leave applies not just to the list of family members covered under Fed-FMLA Leave, but, under CFRA, these additional family members are covered: domestic partner, a child of a domestic partner, grandparent, grandchild, or sibling. In addition, Family Care Leave to care for a child can be taken without regard to the child's age or dependency status. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

- Serious Health Condition Leave for incapacity due to pregnancy or prenatal care is covered by Fed-FMLA Leave only (as well as Pregnancy Disability Leave);
- Military Emergency Leave under Fed-FMLA applies to leaves 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, but Military Emergency Leave under CFRA Leave is related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- Military Caregiver Leave is covered by Fed-FMLA only.

While the Fed-FMLA recognizes a "key employee" exception; this exception is not recognized under CFRA. Additionally, second and third opinions for family members may only be required for Fed-FMLA Leave.

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. 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. The applicable "12-month period" utilized by the Company is the calendar year, which begins each January 1, and ends each December 31.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

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.

Intermittent or Reduced Schedule 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**

The notice and certification requirements that apply to Fed-FMLA Leave also apply to CFRA Leave. Forms can be obtained from Human Resources. 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.

Recertification After Grant of Leave

Per the CFRA, 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.

Benefits During Leave

When employees take leave for a reason that is common to both Fed-FMLA and CFRA, they will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. As discussed in the Fed-FMLA policy, employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks.

Job Reinstatement

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. However, whether under Fed-FMLA Leave or CFRA Leave, 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.

For Fed-FMLA purposes only, 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.