



# ADV Teammate Handbook

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## WELCOME

Whether you are new to Advantage Solutions or a long-term Teammate, we are excited that you are part of our team!

Advantage is the nation's leading business solutions provider to manufacturers and retailers, with unmatched capabilities and a history of building strategic, customizable and insight-driven solutions that maximize efficiency and results. You are part of an organization that has a reputation for outstanding leadership, innovation and expertise. Our Teammates use their creativity and talent to invent new solutions, meet new demands and offer the most effective services and products in the industry. With your active involvement, creativity and support, the company will continue to achieve its goals.

A key to our success is hiring and developing talented Teammates. Each Teammate has an important role in our operations, and we value the skills, experience and background that they bring to Advantage. By making our Teammates successful, we make our clients and customers successful, and this helps the organization meet its organizational goals.

An important way our company can contribute to your success is to provide a work environment built on mutual respect, trust and integrity. To maintain such a workplace environment, it is important that our Teammates understand what Advantage expects from them and what they can expect from Advantage. We have created this Handbook to familiarize Teammates with various aspects of the company and its programs, policies and procedures. Be sure to carefully review this Handbook and refer to it regularly. Understanding and abiding by these policies will help us drive the business forward, while ensuring the company maintains a safe and professional work environment.

If, at any time, you have questions, issues or concerns related to your employment, do not hesitate to reach out to your supervisor/manager or Human Resources.

Thank you for being part of our team. We wish you much success as you pursue realizing your potential with Advantage Solutions. We are glad to have you with us.

Winning Together,



David Peacock  
Chief Executive Officer

## INTRODUCTION

### Important Notice About the ADV Teammate Handbook

The ADV Teammate Handbook (“Handbook”) contains information about employment policies and practices for all Teammates of Advantage Solutions Inc. and its subsidiaries (“Advantage Solutions” or “the Company”) who work in the United States. This Handbook is designed to acquaint you with Advantage Solutions and provide you with information about working conditions, Teammate benefits and some of the policies affecting your employment. You should read and understand the contents of this Handbook as you are required to remain in compliance with all provisions. Failure to comply with the provisions of this Handbook may result in disciplinary action, up to and including termination.

Advantage Solutions operates in many locations and its Company policies may apply to Teammates working in a state with greater or different rights. The Company complies not only with federal, but also with applicable state and local laws. Please consult with Human Resources or review the State Supplements to this Handbook if you have any questions concerning this Handbook, or how the state and local law requirements may differ from the information presented here.

Except for the policy of at-will employment, the Company reserves the right to revise, modify, delete or add to any policies, procedures, work rules, or benefits stated in this Handbook at any time. However, any such changes must be in writing and signed by the Chief Executive Officer (“CEO”) of the Company. Any changes to this Handbook will be communicated to all Teammates in writing. No oral statements or representations can in any way alter the provisions of this Handbook.

Nothing in this Handbook or in any other Company document or policy constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Teammate. No manager or supervisor has any authority to enter into a contract of employment that changes the at-will employment relationship or changes any of the provisions of this Handbook. Only the CEO of the Company has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing and must be signed by the CEO. Similarly, changes to this Handbook must be made by an official writing, signed by the CEO.

Nothing in this Handbook or in any other document or policy is intended to violate any federal, state or local law. Additionally, nothing in this Handbook is intended to limit any concerted activities by Teammates protected by Section 7 of the National Labor Relations Act relating to their wages, hours or working conditions or any other protected conduct. Furthermore, nothing in this Handbook prohibits a Teammate from reporting concerns, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by any federal, state or local agency charged with enforcement of any laws, or communicating with any governmental authority about conduct the Teammate believes violates any laws or regulations.

This Handbook supersedes all previous versions of the Handbook issued by the Company and any inconsistent verbal or written policy statements made or issued before this Handbook. Many matters covered by this Handbook are also described in separate official documents. While they should be consistent, if there is any difference, the official policies will prevail. Official policies and this Handbook will also prevail over any conflicting representations and/or statements made by supervisors or managers. Please direct questions on any Handbook or State Supplement policies to Human Resources.

## EMPLOYMENT

### At-Will Employment

While it is our hope that your employment with the Company will be mutually rewarding, it is important for you to know that your employment with the Company is at-will, unless state law provides otherwise. This means that your employment may be terminated at any time, with or without cause or notice, by you or by the Company. Nothing contained in this Handbook, nor any oral statement or other document provided to the Teammate will guarantee that employment will be continued for any length of time. This policy is the only agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Only the CEO has the authority to enter into an agreement that alters the at-will relationship and then only in writing.

### Voluntary Open Door Policy

Open communication is essential to a successful work environment and helps foster a workplace built on integrity and respect. All Teammates are encouraged to openly communicate their suggestions for improving the workplace or any complaints about the workplace by using the following reporting channels. While these are not the only avenues available to you, the Company believes that using these established methods of internal communication can help foster prompt and effective resolution of workplace concerns.

- **Supervisor or Manager.** This is your first contact. Your leaders are the ones who are the most familiar with your work and are usually in the best position to resolve your issues and concerns.
- **Next Level Leader.** This is your contact if you still have questions or concerns after meeting with your supervisor or manager or if you are not comfortable contacting them. The next level leader would be the person who your supervisor or manager reports to.
- **Human Resources.** This is your contact if you are not comfortable contacting your supervisor/manager or next level leader, if your concern was not adequately addressed by them, or if you would like to seek further clarification. To reach Human Resources, please call 1-(888)-900-4276 or submit a ticket via ServiceNow at <https://advantageprod.service-now.com/now/nav/ui/classic/params/target/esc>.

The Ethics Hotline, found on the Company intranet, is the reporting method to be used for possible unethical or illegal workplace concerns. To access the Ethics Hotline or learn more information about this avenue of reporting, please visit [EthicsPoint](#) or call 888-325-7882. The hotline is operated by an independent third-party provider. Reports may be anonymously submitted and will be investigated objectively, in a timely manner and as confidentially as possible.

While we provide Teammates with these reporting channels to communicate their views, please understand that not every complaint can be resolved to a Teammate's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all Teammates should feel free to raise issues of concern without fear of reprisal. The Company will not tolerate any retaliation against you by anyone for reporting an issue or concern. If anyone is found to have engaged in retaliation against you, they may be subject to disciplinary action, up to and including termination of employment. By the same token, if a Teammate knowingly reports false information; fails to cooperate in an investigation; or threatens any participants in an investigation, the Teammate may be subject to disciplinary action, up to and including termination of employment.

Please remember that you may raise your concerns through any of the various reporting channels if you are not comfortable using a particular channel, or if you believe your concerns have not been adequately addressed.

## Equal Employment Opportunity

**EEO/Non-Discrimination Policy.** The Company is an equal opportunity employer and provides equal employment opportunities without regard to age, ancestry, color, religious creed (including religious dress and grooming practices), citizenship status, political activities or affiliations, status as a victim of domestic violence, assault or stalking, disability (mental and physical), marital status, medical condition (cancer and genetic characteristics), genetic information, military and 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, sexual orientation, gender identity, gender expression, transgender status (including whether or not you have transitioned or are transitioning), reproductive health decision-making or any other basis protected by applicable law.

Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

**Complaint Procedure.** Any Teammate who believes that they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor/manager, agent, client, vendor or customer of the Company, in violation of the foregoing policies, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to their supervisor/manager, any other member of management or Human Resources by calling (888)-900-4276 or submitting a ticket via ServiceNow at <https://advantageprod.service-now.com/now/nav/ui/classic/params/target/esc> or by accessing the Ethics Hotline to report such incidents. To access the Ethics Hotline or to learn more information about this avenue of reporting, please visit [EthicsPoint](#) or call 888-325-7882. After a report is received, Human Resources will conduct a thorough and objective investigation. The investigation will be completed, and a determination made and communicated to the Teammate as soon as practical. The Company requires that all Teammates will fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment, discrimination, retaliation, or alleged violation of any other Company policies, including by providing an interview and/or a written statement.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

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

**Protection Against Retaliation.** Retaliation is prohibited against any person by another Teammate or by the Company for using this complaint procedure, for reporting prohibited harassment or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

A Teammate should report any retaliation prohibited by this policy to their supervisor/manager or Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If retaliation is found to have occurred, appropriate disciplinary action, up to and including termination of employment, will be taken.

## Anti-harassment and Anti-discrimination

The Company is committed to providing a workplace free from unlawful harassment and discrimination of any kind, including unlawful sexual harassment and harassment based on any characteristic protected by federal, state or local laws. These protected characteristics include age, ancestry, color, religious creed (including religious dress and grooming practices), denial of family and medical care leave, citizenship status, political activities or affiliations, status as a victim of domestic violence, assault or stalking, disability (mental and physical), marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), sexual orientation, gender, gender identity, gender expression and transgender status (including whether or not you have transitioned or are transitioning), making a complaint about harassment, discrimination or other unlawful conduct, participating in an investigation of a complaint about harassment, discrimination or other unlawful conduct, or any other basis protected by applicable law. For specific guidance, all Teammates must review, understand and comply with the Company's Sexual and Other Unlawful Harassment Policy located on the Company intranet.

The Company's anti-harassment and anti-discrimination policy applies to all persons involved in the operation of the Company, including all Teammates of the Company, as well as vendors, customers, clients, interns and consultants. If prohibited harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), online and electronic interactions with Company Teammates and third parties involved in our operations, Company-sponsored events, and/or Company owned/controlled property.

Sexual harassment is illegal and includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with a Teammate's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Prohibited sexual and other harassment includes, but is not limited to, the following behaviors:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments about a Teammate's body or dress, whistling or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings.
- Physical conduct such as assault, touching, impeding or blocking normal movement.
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for reporting or threatening to report sexual or other harassment.

Harassment on the basis of any legally protected status is prohibited, including harassment based on: age (40 and over), national origin or ancestry, color, religion, citizenship status, physical or mental disability, medical condition, marital status, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, race, sex (which includes pregnancy, lactation, childbirth or related medical conditions), gender, sexual orientation, gender identity, gender expression, transgender status (including whether or not you have transitioned or are transitioning), or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

**Complaint Procedure.** Any candidate, Teammate or intern who believes that they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer or temporary or seasonal worker of the Company, or who believes another individual has been subject to such conduct, should report it immediately. Candidates, Teammates or interns are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work. Complaints can be made verbally, or in writing, to the highest-ranking on-site supervisor or manager, any member of management or Human Resources at (888)-900-4276 or submitting a ticket via ServiceNow at <https://advantageprod.servicenow.com/now/nav/ui/classic/params/target/esc>. You may also contact the Company's Ethics Line at 888-325-7882 or online at [www.adv.ethicspoint.com](http://www.adv.ethicspoint.com). Teammates are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close Teammate of the person who has engaged in such conduct, or with whom the Teammate is uncomfortable discussing such matters. Teammates are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the matter to Human Resources.

If you experience, hear of, or witness any kind of unlawful discrimination or harassment, or retaliation of any kind, immediately inform your supervisor/manager or Human Resources. The Company will immediately undertake a thorough, objective investigation. Details of the investigation will be kept as confidential by the Company as possible to the extent practical and permitted by law. The investigation will be completed, and a determination made and communicated to the Teammate as soon as practical. If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment or discrimination.

While the Company's intent is to resolve issues internally through the internal complaint procedure, you also should be aware that the EEOC, as well as other state specific agencies, investigate complaints of prohibited harassment in employment. If you think you have been harassed or retaliated against for resisting or complaining about harassment or discrimination, you may file a complaint with the appropriate agency by visiting its website.

**Supervisor/Manager's Responsibility.** All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all Teammates under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be

- investigated and resolved in a timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
  - Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination of employment.

**Protection Against Retaliation.** Retaliation is prohibited against any person by another Teammate or by the Company for using this complaint procedure, reporting prohibited harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to a supervisor or manager or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Even if the alleged harassment or retaliation cannot be substantiated or does not turn out to rise to the level of a violation of law, the initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action. However, any individual who makes a complaint that is demonstrated to be intentionally false may be subject to disciplinary action, up to and including termination of employment.

**Corrective Action/Discipline.** Any Teammate found to be responsible for harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including termination of employment.

In addition to being subject to discipline for engaging in harassing or sexually harassing conduct themselves, supervisors and managers will be subject to discipline (up to and including termination) for failing to report suspected harassment or sexual harassment, or otherwise knowingly allowing harassment or sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited retaliation.

The Company will strive to assist anyone who has been subjected to unwelcome harassment or retaliation to feel more comfortable in the work environment. Such assistance may, but does not necessarily include, transfer or reassignment. Any such assistance is at the Company's sole discretion.

## **Business Ethics and Conduct**

The successful business operation and reputation of the Company is built on the principles of fair dealing and ethical conduct of our Teammates. The continued success of the Company is dependent upon the trust of our customers, clients and vendors. Teammates have an obligation to the Company and its customers, clients and vendors to act in a way that will preserve that trust and merit the continued trust and confidence of the public.

In general, good judgment, based on strong legal and ethical principles, will guide you with respect to acceptable conduct. For specific guidance, all Teammates are expected to review, understand and comply with the Company's Code of Business Conduct and Ethics. Teammates should discuss any situation in which the proper course of action

is unclear with their supervisor/manager, next level of management or Human Resources. Disregarding or failing to comply with the Company's Code of Business Conduct and Ethics may lead to disciplinary action, up to and including termination of employment. Actual or suspected violations of the Code of Business Conduct and Ethics can be made verbally, or in writing, to the highest-ranking on-site supervisor or manager, any member of management, legal, or internal audit. You may also contact the Company's Ethics Line at 888-325-7882 or online at [www.adv.ethicspoint.com](http://www.adv.ethicspoint.com).

## **Immigration Law Compliance**

The Company is committed to employing only individuals who are legally authorized to work in the United States and who comply with applicable immigration and employment laws. As a condition of employment, each new Teammate must properly complete, sign and date the first section of the USCIS Form I-9 and present documentation establishing identity and employment eligibility within three (3) business days of beginning employment. If the Teammate cannot verify their right to work in the United States as required, the Company will be required to terminate their employment immediately.

## **Disability and Accommodation**

The Company is committed to compliance with applicable laws ensuring equal employment opportunities to individuals with disabilities. The Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is a candidate or a Teammate, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any Teammate who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits may submit a request online on the Workplace Accommodations section on Advantage Benefits at [AdvantageBenefits.net](http://AdvantageBenefits.net). Human Resources will communicate with the Teammate and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the Teammate, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the Teammate's ability to perform their essential job functions.

Teammates who believe they need an accommodation must specify what barriers or limitations prompted the request. The Company will evaluate information obtained from the Teammate, and possibly their personal health care provider or another appropriate health care provider, regarding any reported or apparent barrier(s) or limitation(s) and will then work with the Teammate to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another alternative reasonable accommodation which may also be effective. Teammates are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and be willing to consider alternative reasonable accommodations when applicable.

Teammates who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed reasonable accommodation. Teammates may also request a workplace accommodation through the Workplace Accommodations section on Advantage Benefits at [AdvantageBenefits.net](http://AdvantageBenefits.net) or via [ServiceNow](#).

## **Religious Accommodation**

The Company will provide reasonable accommodation for Teammates' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable

accommodation is one that eliminates the conflict between a Teammate's religious beliefs, observances, or practices and the Teammate's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist Teammates, management and Human Resources. Through this process, the Company establishes a system of open communication between Teammates and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for Teammates' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any Teammate who perceives a conflict between job requirements and any religious belief, observance, or practice should present the conflict and their request for accommodation to the attention of their manager or Human Resources or submit a request online on the Workplace Accommodations section on Advantage Benefits at [AdvantageBenefits.net](https://AdvantageBenefits.net).

## **Pregnancy Accommodation**

The Company will not discriminate against a Teammate because they are pregnant or treat a Teammate that it knows is pregnant differently from a non-pregnant person whose ability or inability to work is similar to that of the pregnant Teammate. "Pregnancy" means "pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, including recovery from childbirth." Under the federal Pregnant Workers Fairness Act ("PWFA"), the Company will make reasonable accommodations, including providing time off, for known physical or mental limitations of Teammates related to pregnancy, childbirth or related medical conditions, unless the accommodation would impose an undue hardship. "Known physical or mental limitations" are those that the Teammate has communicated to the Company.

Teammates who wish to inform the Company of such a limitation and/or request a reasonable accommodation should contact Human Resources in writing and specify what barriers or limitations prompted the request. Teammates may also request a workplace accommodation through the Workplace Accommodations section on Advantage Benefits at AdvantageBenefits.net or by reaching out to Human Resources at (888)-900-4276 or via [ServiceNow](#). Human Resources will engage in an interactive process with the Teammate to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. Documentation from a health care provider supporting your need, duration, frequency and the nature of your work restrictions in connection with your requested accommodation may be required as part of this process. Teammates are required to cooperate with the Company in the interactive process.

Teammates who wish to request unpaid time away from work due to pregnancy should speak to Human Resources regarding a proposed reasonable accommodation.

## **References/Verification of Employment**

All requests for employment verification on behalf of a current or former Teammate are handled by the Company's third-party vendor. For questions, please reach out to Human Resources at (888)-900-4276 or via [ServiceNow](#).

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for job references should be forwarded to the Company's third-party vendor which will only confirm current or former Teammates' dates of employment and job title.

## **Employment of Related Parties**

**Relations.** The Company permits the employment of qualified family members and those occupying similar personal relationships ("Relation") only if the employment does not create a direct or indirect supervisory/managerial relationship; does not involve the same reporting/management line; does not have the

potential to and/or does not create an adverse impact on work performance or morale; and does not create an actual or perceived conflict of interest. For purposes of this policy, "Relation" is defined as a parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin and corresponding in-law, "step" relations and any member of the Teammate's household.

Teammates are required to inform the Human Resources Compliance Team by emailing [hrcompliance@youradv.com](mailto:hrcompliance@youradv.com) if they are related to an employment candidate and candidates are required to inform the Company if they are related to a current Teammate. If Teammates become related while employed and a change in position is required to avoid workplace issues, the Company will attempt to make an accommodation. If an accommodation is infeasible or impractical, the Teammates will be asked to determine who will resign their employment. If the Teammates decline to decide, the Company will make the decision, in its sole discretion.

**Personal Relationships.** A "personal relationship" is defined as a relationship between individuals who have a relationship of a romantic or intimate nature. The Company respects the right of all individuals to develop and engage in personal relationships of their own choice. The Company prohibits personal relationships between Teammates if a direct or indirect supervisory/managerial relationship exists; involves the same reporting/management line; or when their personal relationships may create a potential conflict of interest, cause actual or perceived favoritism, or impact business judgment.

Any Teammate who is involved in a personal relationship which is a potential violation of this policy must immediately inform their supervisor or manager or the Human Resources Compliance Team at [hrcompliance@youradv.com](mailto:hrcompliance@youradv.com). The Company will evaluate the situation and work toward a resolution.

If it is determined that either a family or personal relationship violates Company policy, the Teammates will be given the opportunity to discuss and decide who will transfer to another position, or be terminated, if no position is available. If the Teammates decline to decide, the Company will make the decision, in its sole discretion.

## **Company Property and Teammate Privacy**

Teammates may be provided with property that belongs to the Company or its clients or customers ("Company Property") to perform their job duties. Examples of Company Property include: computers, mobile phones, email accounts, shared drives, desks, work areas, file cabinets, credenzas, debit/credit/expense cards, vehicles, equipment, materials, financial assets, electronic or physical documents, access to software or other computer programs, files and other information sent to, received by or generated by the Company, Teammates or others acting on behalf of the Company.

Teammates shall have no expectation of privacy as to Company Property. To ensure the safety and security of Teammates and customers, and to protect our legitimate business interests, the Company reserves the right, to the furthest extent allowed by applicable law, to inspect and search all Company Property, even Company Property provided to a Teammate for that Teammate's sole use. Inspections may be conducted during or after business hours, in the presence or absence of the Teammate.

Teammates may only access Company Property if they have been authorized to do so and only for its intended purpose. Unauthorized or improper use, review, duplication, dissemination, removal, damage or alteration of Company Property for personal or commercial gain is prohibited. Further, Teammates are to promptly report any Company Property loss, damage, defect, misuse, or repair need to their supervisor/manager.

Upon termination of employment, or upon request at any time, Teammates are required to return Company Property in satisfactory condition. Subject to applicable law, Teammates may be responsible for the reasonable cost to repair or replace Company Property that is damaged, lost, stolen, or misused as a result of the Teammate's

gross negligence, willful misconduct, or failure to comply with Company policy or expectations. Additionally, in these instances, Teammates may also be subject to disciplinary action, up to and including termination of employment.

## **Personal Information Protection Policy**

The Company is committed to safeguarding the privacy of its candidates and current and former Teammates. Accordingly, the Company will take appropriate steps to ensure those interests are protected with respect to the receipt, use, disclosure, transmission, storage and destruction of Personal Identifiable Information (“PII”) and Confidential Teammate (or Applicant) Information (“CAI”). All Teammates are responsible for complying with the following Company policy on PII and CAI.

**Personal Identifiable Information** is information that can be used to identify an individual. Any of the following, in combination with an individual’s first name (or initial) and last name, is considered PII:

- Social Security or tax identification number
- Alien registration number
- Driver’s license number
- Passport number
- Federal or state-issued identification number
- Financial account number
- Credit or debit card number
- Health insurance policy or subscriber identification number
- Date of birth
- Other combination of the above data elements sufficient to identify an individual

**Confidential Teammate (or Applicant) Information** is any of the following, in combination with an individual’s first name (or initial) and last name, or any of the above data elements, sufficient to identify an individual:

- Personal mailing/home address
- Personal home/residence phone number
- Personal mobile phone number
- Personal email address
- Precise geolocation of home and/or personal travel and destinations
- Company-issued Teammate identification numbers
- Medical records or information, including mental or physical health diagnosis
- Employment screening information (e.g., background check and drug test results)
- Personal data revealing racial or ethnic origin, religious beliefs, sexual orientation, or citizenship/immigration status
- Genetic or biometric data

PII and CAI should only be collected, used, stored and transmitted for legitimate business purposes. Teammates in possession of PII or CAI should not disclose such information except: (1) as required to perform their job; (2) as otherwise permitted or required by this policy or applicable law; or (3) as otherwise authorized or requested in writing by the individual to whom the information relates.

Teammates who inadvertently receive or are provided access to PII or CAI for which there is no legitimate business reason, are expected to: (1) promptly attempt to notify the sender of the inadvertent delivery, and if the sender cannot be reached, notify Human Resources; (2) not disclose the information, except for the limited purpose of complying with this policy; and (3) effectively destroy the information received.

Any Teammate who fails to comply with their responsibilities as they relate to PII or CAI as set forth in this policy may be subject to disciplinary action, up to and including termination of employment.

As a Company Teammate, you may have access to other information that people outside the Company never see and to confidential information of third parties. "Confidential information" includes, but is not limited to: (a) the identities, contact information, financial information, or other personal information of any of the Company's clients; (b) the Company's advertising and marketing strategies, methods, research and related data; (c) the names of any of the Company's vendors or suppliers; (d) the cost, type and quantity of materials and/or supplies ordered by the Company; (e) the prices at which the Company obtains or has obtained or sells or has sold its services; (f) the Company's costs, methods and objectives (including those methods licensed from other entities); (g) any technical information owned or created by the Company or licensed from another entity; (h) any inventions, techniques or proprietary methods; (i) any pending or issued patents; (j) financial or tax records; (k) any "trade secrets" as such term is defined in the Uniform Trade Secrets Act and applicable common law or any other confidential information of, about, or concerning the business of the Company; and/or (l) such other confidential information or data of any kind, nature, or description as may be designated as "Confidential" from time to time by the Company.

All Confidential Information, no matter where or when obtained, must be kept confidential at all times and may only be disclosed to those Teammates of the Company who are authorized to receive such information and who also have a demonstrated need for such information. In addition to non-disclosure, you may not use confidential information for personal profit or gain, or for any purpose outside your employment by the Company. The Company, in turn, respects other companies' proprietary and confidential information and requires Teammates to treat such information with the same level of care and degree of privacy as they would the Company's own confidential and proprietary information.

This policy does not restrict or interfere with a Teammate's rights under federal, state or local labor law. The definition of "Confidential Information" does not include wages or a statutory Teammate's terms and conditions of employment. This policy is not intended to prohibit Teammates from discussing, disclosing and comparing information regarding Teammate terms and conditions of employment, which include wages and working conditions. To the extent any federal, state, or local laws for a Teammate's primary work location impose additional or more specific requirements with respect to protection of personal or confidential information, the Company is committed to complying with such requirements. The Company will not terminate or otherwise discriminate against Teammates because they make such inquiries, disclosures, comparisons or discussions about their wages or the wages of another Teammate.

Moreover, this policy is not intended to restrict any rights that statutorily defined Teammates may have under the National Labor Relations Act (NLRA) or other similar laws to discuss their wages and/or terms and conditions of employment.

## **Access to Personnel Records**

The Company maintains a personnel record on each Teammate. The personnel record includes such information as the Teammate's job application, resume, records of training, documentation of performance, salary increases and other employment records.

Personnel records are the property of the Company and access to the information they contain is restricted. Generally, only Human Resources and Company supervisors/managers with a legitimate reason to review information may access the records. Disclosure of your personnel record to outside sources will be limited. However, the Company will cooperate with official requests from authorized law enforcement or federal, state or local agencies in the Teammate's primary work location and as otherwise legally required.

Teammates who wish to review their own records should submit a request form, available on the Human Resources page on the Company intranet. Personnel records will be made available to Teammates or their authorized representative, for review or copy, subject to applicable law, within a reasonable time frame from the date the Company receives the Teammate's written request and any required authorization. Teammates are also encouraged to use self-service resources available on MyOracle to retrieve basic personnel-related information, such as pay records, dates of hire, assignment details, etc.

## **Personal Data Changes**

It is the responsibility of each Teammate to promptly notify the Company of any changes in personal data including but not limited to mailing addresses, email addresses, telephone numbers, change in dependents, change in legal name, emergency contacts, educational accomplishments and other such status reports. All personal data changes should be submitted through MyOracle.

## **Additional Privacy Policies**

For further information regarding the Company's privacy practices, please refer to the "Legal Department" section of the Company's intranet site, as noted in the Key Resources at the end of this handbook. Under the "Data Privacy" link you will find several privacy policies, including the Applicant Privacy Policy, Associate Privacy Policy, and consumer-facing Privacy Policy.

# **EMPLOYMENT STATUS AND PRACTICES**

## **Employment Classifications**

Each Teammate is designated as either "non-exempt" or "exempt" according to federal and state wage law. Teammates will be informed of their employment classification upon hire or change of classification. Teammates who have questions regarding their classification should contact their supervisor/manager or Human Resources.

- **Exempt.** Teammates classified as exempt are compensated on a salary basis and are not eligible for overtime pay. Although actual hours may vary from time to time, such differences will not impact the Teammate's salary or benefits eligibility, subject to applicable law.
- **Non-exempt.** Non-exempt Teammates usually work on an hourly basis and are eligible for overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

In addition to being classified as exempt or non-exempt, each Teammate is designated as Regular Full-Time, Regular Part-Time, Temporary or Seasonal.

- **Regular Full-Time.** Teammates classified as Regular Full-Time are normally scheduled to work 40 hours per week. Full-time Teammates are generally eligible for the benefits described in this handbook and are provided with benefits required by applicable law.
- **Regular Part-Time.** Teammates classified as Regular Part-Time are normally scheduled to work less than 40 hours per week. (If a Teammate works more than 35 hours per week on occasion, such an infrequent occurrence will not change their part-time classification). Part-time Teammates are eligible for some, but not all benefits described in this handbook and are provided with benefits required by applicable law.
- **Temporary.** Teammates classified as Temporary are generally hired to supplement the workforce or assist with a specific project. It is the Company's intention to limit the duration of Temporary assignments to a maximum of ninety (90) days. Employment beyond this limit is allowed only if authorized by Human Resources. Temporary Teammates are not eligible for benefits, except as required by applicable law.
- **Seasonal Teammates.** Teammates classified as Seasonal are hired to work for a limited duration,

according to seasonal periods, as defined by business needs. If a Seasonal Teammate has been inactive and not working and not receiving wages for six months or more, their employment may be subject to termination, other than where a Teammate is on an approved leave and in accordance with applicable law. Seasonal Teammates are not eligible for benefits, except as required by applicable law.

**General Points about Employment Classifications.** The fact that “Regular” employment is not classified as Temporary or Seasonal does not create a contract or guarantee of employment for any period of time or change the at-will nature of a Teammate’s employment. Further, Temporary and Seasonal employment beyond any initially stated period does not create a contract for or guarantee of employment for a specified period of time or imply a change in at-will employment status.

## **Employment of a Minor**

It is the policy of the Company to employ individuals who are at least 18 years of age. Any exception to this policy requires the approval of the Chief Human Resources Officer. If an exception is granted, all state and/or federal requirements must be met, which may include the following:

- Work permit for minors under 18 years of age unless they have a High School or GED diploma.
- Limitations on the number of hours a minor is permitted to work, per day and per week.
- Limitations on how early and how late in a day a minor is permitted to work.
- Assurance the minor will be working in a hazard-free work environment.

## **Job Duties**

When you begin your employment with the Company, your manager will explain your job responsibilities and the performance standards expected of you. The expectations of one's job depends on one's position and job duties according to their job description or as otherwise communicated by management. Be aware that some or all of your job responsibilities may be subject to change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Teammate Benefits**

Eligible Teammates and eligible dependents are provided a wide range of benefits. All Teammates receive government-mandated benefit programs, such as Social Security, workers' compensation, state disability and unemployment insurance. Additional benefits are provided to Teammates according to their employment classification, average hours worked, Company policy and terms and conditions of the benefit plans. Regular, Full-Time Teammates are normally eligible for all benefits; Regular Part-Time Teammates are normally eligible for some benefits; and Temporary and Seasonal Teammates are normally only eligible for those benefits mandated by the applicable federal, state and local laws of their primary work location.

Some benefit programs require contributions from the Teammate, while others are fully paid by the Company. Payment for benefits requiring contributions will usually be made through payroll deductions. A list of benefits and eligibility information are provided to Teammates during the hiring process. A full description of benefits and eligibility requirements are available on the Company intranet. Benefit plans offered by the Company are defined in legal documents such as insurance contracts and summary plan descriptions. If there are inconsistencies between the informal descriptions in this handbook and the actual plan descriptions, the actual plan descriptions will govern. Plan documents, if applicable, are available for your inspection. The Company and its designated

benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

The Company reserves the right to modify or eliminate any benefit programs and/or costs, subject to applicable laws. If federal, state or local laws in a Teammate's primary work location differ from the benefits outlined in the handbook, the Company will comply with applicable laws to the extent it is required to do so.

**Same-Sex Marriages, Civil Unions & Domestic Partnerships.** The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union. Teammates should contact HR Shared Services if they have any questions regarding benefits eligibility for themselves or their spouses, domestic partners or partners in a civil union.

## Background Check Policy

The Company recognizes the importance of maintaining a safe, secure workplace with Teammates who are qualified, reliable and who do not present a serious risk of harm to their co-workers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review a candidate's or a Teammate's criminal conviction record and related information, and to use such information when making employment decisions, including hiring, placement, promotion, termination, recall, and transfer, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. Please note that a background check will be completed for all job positions with the Company. Additionally, all background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act, applicable state fair credit reporting laws and local, state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

## Introductory Period

The first 90 days of continuous employment is considered an introductory period. While we are continuously evaluating your performance and providing feedback regardless of your employment tenure, during this time your supervisor/manager will monitor more closely your capabilities and work habits and evaluate if this new role is the right role for you.

Teammates who are rehired, promoted or transferred within the Company must complete a 90-day introductory period with each new assignment. Any absence will extend an introductory period by the length of the absence. If the introductory period does not allow sufficient time to evaluate the Teammate's performance, the introductory period may be extended for a specified period.

Completion of the introductory period does not guarantee continued employment or change the at-will policy that states the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

## Job Posting

Job postings may be placed on the Company intranet to inform Teammates of current openings that may provide an opportunity for potential advancement within the organization. Teammates are encouraged to talk with their supervisors/managers about their career plans and apply for any open position, according to their skills and experience. Teammates must be in good standing to apply for any open position within the Company. To indicate

their interest in an opening for which they are qualified, Teammates should follow the guidelines found in this handbook or on the Company intranet.

While the Company will attempt to fill open positions with qualified internal candidates, the Company reserves the right, where permitted by law, to fill a position without posting the opening and/or by using any recruiting source that is in the best interest of the Company.

## **Transfer Policy**

The Company provides Teammates with a variety of ways to grow in their career and contribute to the growth and value of the Company. Teammates are encouraged to explore transfer opportunities by viewing the Company's open positions on the Company intranet and by discussing career growth and development opportunities with their supervisor/manager.

To help Teammates achieve their career goals, reasonable efforts will be made to post vacant positions and fill them from within the organization. At the same time, in order to hire the most qualified candidate for the position, the Company reserves the right to fill a position with someone outside the Company and without any job posting.

Unless transfer is part of a reasonable accommodation under applicable law, to be considered for a transfer, a Teammate must have held their current position for at least six months, notify their current supervisor/manager of intent to apply and be in good standing (*i.e.*, meeting or exceeding performance expectations, following Company policies, maintaining a positive attitude, no active disciplinary actions). If the Teammate is offered and accepts the transfer, (1) the Teammate will promptly inform their current supervisor/manager; (2) the current and new supervisor/manager will agree on a mutually convenient transfer date (generally in approximately two weeks if possible); (3) the new supervisor/manager will inform the Teammate of the transfer date; and (4) the current and new supervisor/manager will be responsible for processing the transfer.

Transfer to another position within the Company does not change the at-will employment relationship or create a guarantee or contract of employment for any specific period of time, unless state law provides otherwise. If you require transfer as a reasonable accommodation for a disability, pregnancy or as part of a religious observance, please contact Human Resources.

## **Performance Reviews**

Performance reviews provide an opportunity for regular full-time Teammates and supervisors/managers to discuss current job performance, identify problems in the Teammate's performance, identify individual work objectives and goals, as well as possible career opportunities within the Company. Performance reviews will generally be conducted at regular intervals, depending on the nature of the position, but supervisors/managers and Teammates are strongly encouraged to informally discuss job performance and goals on a more frequent basis.

## **Separation of Employment**

The Company strives to ensure that Teammate terminations are handled fairly, efficiently and in compliance with applicable laws. Reasons for termination may include, but are not limited to, the following:

- **Voluntary Termination.** A voluntary termination occurs when a Teammate makes the decision to end the working relationship with the Company. Although not required based on the at-will nature of your employment, Teammates who voluntarily terminate their employment are asked to provide their supervisor/manager with at least two weeks' written notice.
- **Involuntary Termination.** An involuntary termination occurs when the Company decides to end the working

- relationship with a Teammate.
- **Reduction in Force.** Reductions in force generally occur if changes in business conditions create a need to reduce the number of people employed.

Final wages will be paid in accordance with applicable law. Vacation, sick leave and floating holidays will not be paid upon termination, unless otherwise required by the applicable state or local laws in a Teammate's work location. Some benefits may be continued at the Teammate's expense if the Teammate so chooses. The Teammate will be notified in writing of the benefits that may be continued and of the terms, conditions and limitations of any such benefits.

Nothing in this policy is intended to limit or alter the at-will nature of your employment. Employment may be terminated by either party at any time, with or without cause, and with or without notice, subject to applicable law.

## **Flex Schedule/Telework**

Regular full-time Teammates may request a flexible work arrangement (FWA), which is an intermediate or long-term change in the Teammate's regular working arrangement. There are two types of FWAs which Teammates may request:

- **Flextime:** Enables Teammates to vary their arrival and departure times from the standard hours, while continuing to work during core hours and a standard-length day.
- **Telework:** Enables Teammates to perform work that is traditionally performed in an office, at their home or other off-site location.

A Teammate may request a FWA by presenting their supervisor/manager with a proposal that details the reason(s) for the request and describes the anticipated effect on the business, the workflow, fellow Teammates, etc. The Company will consider all FWA requests. However, it cannot approve requests or sustain previously approved arrangements that are inconsistent with the Company's business operations or legal or contractual obligations.

## **Life Assistance and Work/Life Support Program**

Teammates facing certain life challenges are encouraged to use the Company's Life Assistance & Work/Life Support Program. This program offers various solutions to help Teammates and their families find solutions and restore peace of mind. Teammates will have access to over-the-phone support from trained advocates who can help assess Teammate needs and develop a solution, along with access to behavioral counselors, educational webinars, and legal and financial consultations. To access this service, call 800-344-9752 or visit the Advantage Benefits page at AdvantageBenefits.net for more information.

The Company reserves the right to modify or cancel this program at any time, subject to any applicable laws.

## **Outside Employment**

The Company respects each Teammate's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Company's Code of Business Conduct and Ethics Policy or adversely affect the Teammate's ability to perform their job. Under certain circumstances, however, if a Teammate's personal conduct adversely affects their performance on the job or makes it impossible for them to carry out any or all of their job duties while at work, appropriate disciplinary action, up to and including termination of employment, may be appropriate.

An example of an activity that might adversely affect a Teammate's ability to perform their job duties is outside

employment. While the Company does not prohibit Teammates from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the Teammate's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the Teammate's work performance with the Company;
- Employment that requires Teammates to conduct work or related activities during working times or use any of the Company's tools, materials, or equipment (including Company-provided internet or wireless services); and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment or consulting is considered outside employment. The Company will not assume any responsibility for Teammates outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

## PAY PRACTICES

### Timekeeping/Payroll

The Company is committed to complying with all applicable timekeeping and wage payment laws and to properly paying its Teammates. Below are some key timekeeping and payroll policies and procedures. This is not an exhaustive list. Additionally, if any federal, state or local law in a Teammate's primary work location differs from these policies and procedures, the Company will comply with such law to the extent it is required to do so.

If you have any questions regarding these policies, or those contained in any provided applicable state-specific supplemental information (which is accessible on the Company intranet), or if you have a payroll question, contact your supervisor, manager or HR Shared Services.

Failure to comply with the timekeeping and payroll expectations communicated in this document and/or any additional requirements provided in applicable state-specific supplemental information (which is accessible on the Company intranet), will lead to disciplinary action, up to and including immediate termination of employment.

### **Non-Exempt Teammates**

- Non-exempt Teammates are required to accurately, completely and personally record all time worked in connection with their employment with the Company.
- All time worked will be paid at the Teammate's designated wage rate, subject to minimum wage, overtime, and other applicable federal, state and local laws.
- Off the clock work is NOT permitted. Working without recording time worked is strictly prohibited. No one is permitted to work, or to require, suggest, encourage, or allow others to work off the clock.
- Teammates must accurately record the time they start and stop working (other than any paid rest periods taken in accordance with applicable law). When a Teammate is clocked out, they may not perform any work. By recording one's work time, a Teammate affirms that they are not working when clocked out.
- Teammates are expected to promptly notify their supervisor/manager of any incorrect or missing time entries by sending a written request with the corrected date/time and reasons for the correction. Supervisors/managers will make the required change(s) through the timekeeping system.
- Making inaccurate time entries, omitting work time and requesting (or making) a dishonest adjustment to time records are prohibited. Questions regarding the accuracy of time records or edits must be

promptly directed to HR Shared Services.

- Teammates will only be permitted to perform work outside of regular work hours if their direct supervisor/manager expressly requests this in writing and if it is recorded as time worked.
- Teammates are expected to record their time entries at the time they start and end work and when they start and end any applicable meal periods or split shifts. If a Teammate has any difficulty making entries in the timekeeping system, they are expected to use an alternative method, as directed by their supervisor or manager.

If you become aware that any supervisor or manager is requesting, encouraging, allowing or requiring that non-exempt Teammates work “off the clock,” that supervisor’s or manager’s conduct should be reported to Human Resources. Such reports will be kept confidential to the extent possible. Retaliation against any Teammate who reports a violation of this policy in good faith will not be tolerated. Any supervisor or manager who requests or requires that non-exempt Teammates work “off the clock” or who retaliates against any Teammate(s) who reports in good faith their belief that a supervisor or manager is requesting or requiring that non-exempt Teammates work “off the clock” will be subject to discipline, up to and including termination of employment.

### **Exempt Teammates**

Exempt Teammates are paid on a salary basis. This means the Teammate regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the Teammate’s work. In general, an exempt Teammate will receive their salary for any week in which they perform any work, regardless of the number of days or hours worked, except in the following circumstances:

- If an exempt Teammate takes one or more full days off work for personal reasons other than sickness or disability, the Teammate will not be paid for such day(s) of absence, but the Teammate may use available vacation time to make up for the reduction in salary.
- An exempt Teammate will be paid only for the days actually worked if the Teammate works only part of the week during their first and last week with the Company.
- An exempt Teammate will not be paid for days/hours of absence taken under unpaid leave pursuant to the Family and Medical Leave Act or other applicable corresponding state or local laws.

The Company may require an exempt Teammate to use available vacation or sick time, as a replacement for salary, when the Teammate takes less than a full day off from work, as permitted by applicable law.

An exempt Teammate’s salary will not be reduced when the Teammate works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt Teammate believes that an improper deduction has been made, the Teammate should immediately report this to their supervisor, manager, or Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the Teammate will be reimbursed for any improper deduction made.

### **Meal and Rest Periods**

It is the Company’s policy to comply with all applicable federal, state, and local laws regarding meal and rest periods for non-exempt Teammates.

- If a Teammate works in a state with mandated meal and rest period requirements, the Company will provide meals and rest periods in accordance with all applicable state requirements. Teammates and their supervisors/managers are expected to review, understand, and comply with all applicable provisions in

- any applicable state-specific supplemental information (which is accessible on the Company intranet) provided in connection with this Handbook.
- If a Teammate works in a state where there are no applicable meal or rest period requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor/manager discretion. The Company does not contract to provide such break time in these states.
- Rest periods of short duration (between five and 20 minutes) provided to Teammates will be counted as hours worked and paid accordingly. Teammates must be relieved of all duties during their rest periods; however, as rest periods are paid time, Teammates should not clock out for rest periods.
- Meal periods lasting 30 minutes or more provided to Teammates are not considered hours worked and will not be paid. Teammates must be completely relieved from work duties during any unpaid meal period. Teammates must record the beginning and ending time of their meal periods taken each day.

Please make sure to review your business unit's specific meal and rest break policy for more details. If you have questions on how to access the policy, please reach out directly to your manager or supervisor.

Nothing in this policy is intended to limit a Teammate's ability to take required restroom breaks or legally mandated breaks related to lactation or an approved reasonable accommodation related to one's disability, religion or pregnancy.

Any non-exempt Teammate who believes they were not provided meal or rest periods in keeping with this policy or applicable law is expected to promptly notify Human Resources by calling (888)-900-4276 or submitting a ticket via ServiceNow at <https://advantageprod.service-now.com/now/nav/ui/classic/params/target/esc>. Teammates may also submit a report through the Ethics Hotline at <http://adv.ethicspoint.com> or call 888-325-7882. If a Teammate does not report any concerns, as directed, they are affirming that any missed, late, or short meal or rest periods were a voluntary choice and not the result of being discouraged or prevented from taking those meal or rest periods; and that they were permitted to take all meal and rest periods, in accordance with this policy and applicable law.

## Lactation Policy

Teammates who are nursing mothers may take reasonable breaks to express milk as frequently as needed, up to the age required by applicable law. Although not required, the breaks should be taken concurrently with provided break periods. For non-exempt Teammates, breaks are unpaid unless they run concurrently with a paid rest break or as required by state law. For Teammates who do not work from home, the Company will identify designated locations in its offices or other facilities and will work with third parties to identify designated private locations, shielded from view, free from intrusion from co-workers and the public and separate from the restroom facilities for this purpose. The Company will make a reasonable effort to identify a location within close proximity to the work area for the Teammate to express milk. This location may be the Teammate's or another private office, if applicable.

Teammates will be relieved of all work-related duties during the lactation break. Where unpaid breaks or additional time are required, Teammates should work with their supervisor/manager regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements. Because exempt Teammates receive their full salary during weeks in which they work, all exempt Teammates who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

Teammates who desire lactation accommodations should request this accommodation immediately following their return to work by accessing the Workplace Accommodations section on Advantage Benefits at AdvantageBenefits.net. The Company will not demote, terminate or otherwise take adverse action against a Teammate who requests or makes use of the accommodations and break time described in this policy.

If applicable state or local law in a Teammate's primary work location differs from the provisions of this policy, the Company will comply with such law to the extent it is required to do so.

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.

Teammates should discuss with their supervisor/manager the location for storage of expressed milk. In addition, Teammates should contact Human Resources during their pregnancy or before their return to work after giving birth to identify the need for a lactation area.

For Teammates working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

## **Paydays**

For the purposes of calculating wage payments, except for Teammates working for Club Demonstration Services, Inc. ("CDS"), the workday begins 12:00 a.m. and ends 11:59 p.m.; and the workweek begins Monday 12:00 a.m. and ends Sunday 11:59 p.m. For Teammates working for CDS, the workday begins 12:01 a.m. and ends at midnight; and the workweek begins Wednesday 12:01 a.m. and ends Tuesday at midnight.

The Company offers Teammates the opportunity to receive their earnings by direct deposit, live check or ADP Wisely card. For additional information on these methods of payment and/or to make any changes, refer to the Payroll Services page on the Company intranet.

Teammates will receive their wages according to the biweekly payroll schedule found on the Company intranet, unless otherwise required by applicable law. If the Company's regular biweekly payday falls on a holiday, Teammates who utilize direct deposit or ADP Wisely card will receive their wages on the day before the observed holiday. Live paychecks will be mailed to Teammates in advance of the scheduled pay date.

## **Payroll Corrections**

The Company is committed to paying its Teammates correctly, but mistakes can happen. Teammates should review each paycheck and pay stub as soon as it is received and make sure your pay is correct. If you believe an error has occurred or if you have any questions about your pay, please promptly report the matter to your supervisor or manager or promptly notify Human Resources by calling (888)-900-4276 or submitting a ticket via [ServiceNow](#). When mistakes do occur and are brought to the Company's attention, the required corrections will promptly be made.

## **Payroll Deductions**

The law requires that the Company make certain deductions from the compensation a Teammate receives. Deductions include applicable federal, state, and local income taxes and Social Security taxes. Upon a Teammate's request and authorization, the Company will also deduct appropriate amounts from a Teammate's pay, as required for participation in the Company's voluntary benefit plans or other programs which serve to benefit the Teammate.

In the event of an overpayment to a Teammate, the Company reserves the right to make appropriate payroll deductions or use other alternative methods to recoup the overpayment, consistent with applicable federal and

state law. Questions concerning payroll deductions should be directed to the HR Shared Services.

The Company takes precautions to ensure that Teammates are paid correctly; however, if an error does occur, the Teammate should notify a supervisor/manager within two weeks. The Company will make every attempt to adjust the error no later than the Teammate's next regular pay period.

Additionally, the Company will comply with the requirements of the Fair Labor Standards Act and no improper deductions from the salary of exempt Teammates will be permitted. An exempt Teammate's salary is not subject to deductions for variations in the quantity and quality of the work performed, but would be subject to certain deductions for:

- Full day absences related to disability;
- Full day disciplinary suspensions for infractions of written policies;
- Family and Medical Leave absences (full or partial day absences);
- Offsetting amounts received as payment for jury and witness fees or military pay;
- The first or last week of employment if you work less than a full week; and/or
- Deductions required by law or permitted by law and authorized by the Teammate.

In any work week in which you work, an exempt Teammate's salary may not be reduced for the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence due to a day when the facility is closed on a scheduled workday;
- Absences for jury duty, witness duty, or military leave in any week you perform work; and/or
- Any other deduction prohibited by state or federal law.

If you have questions about deductions from your pay, please contact your supervisor/manager or Human Resources immediately. Your concerns will be fully investigated and, where appropriate, corrective action will be taken. The Company will not allow any form of retaliation against individuals who report violations of this policy.

## **Discussion of Wages**

No Teammate is prohibited from inquiring about, discussing or disclosing their own wages or those of another Teammate. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against any Teammate on the basis of such a disclosure or because they file a complaint or charge or otherwise institute an investigation, proceeding or hearing based on the disclosure of wage information.

This does not apply to the unauthorized disclosure of other Teammates' wage information by those acting on behalf of the Company with access to such information as part of their job duties. Company representatives may disclose Teammates' wages in response to a complaint or charge, or an investigation, proceeding, hearing or other legal action as appropriate or required by law.

## **Overtime Compensation**

When business needs cannot be met during regular working hours, you may be scheduled to work overtime. Non-exempt Teammates will be paid overtime compensation as required by applicable federal, state and local laws based on their primary work location. Overtime pay is calculated based on actual hours worked. Vacation, sick time, Company and floating holidays and any other paid time off and leaves of absence will not be considered hours worked for purposes of calculating overtime. Exempt Teammates working on a salary basis are not eligible to earn overtime pay.

All overtime work performed by non-exempt Teammates must be authorized in advance. The Teammate may be subject to disciplinary action, up to and including termination, for failing to obtain advance approval. However, a non-exempt Teammate who works overtime hours without authorization will still be compensated for the time

worked.

## **Work Schedules**

Work schedules for Teammates vary throughout our organization. Supervisors/managers will advise Teammates of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the locations and the total hours that may be scheduled each day and week for each Teammate. The Company will comply with all applicable federal, state and local laws regarding scheduling Teammates.

## **Business Travel and Reimbursement**

The Company will reimburse Teammates for reasonable, ordinary and necessary business expenses, which are incurred by a Teammate in the performance of assigned job duties and responsibilities. Since it is not practical to set forth every allowable expense, Teammates should exercise sound business judgment and common sense whenever they incur expenses for which they will expect reimbursement. The Company reserves the right to not reimburse (or limit reimbursement for) any travel, entertainment, or other expenses it determines to be unreasonable, contrary to the intent of the Company or in violation of any government regulations. Reimbursements for acceptable expenditures are limited to actual, reasonable expenses incurred by the Teammate in the conduct of Company business.

For more information regarding the Company's Business Expense Reimbursement Policy and how to submit an Expense Report, please refer to the Company intranet under the Teammate Resources – Travel & Expense tab. For more information on travel, please review the Company's Travel and Expense policy.

## **Mileage and Drive Time Reimbursement**

Effective March 2025, non-exempt, hourly Teammates that drive a vehicle to various locations as part of their job duties are eligible to receive mileage reimbursement at a rate of \$0.36 per mile (although, it may be higher in some states or by customer account). The applicable rate applies to all travel in-between locations during a Teammate's shift. However, during a Teammate's commute from home to their first store, they will only receive mileage reimbursement for any travel that exceeds 40 miles. The same threshold applies for a Teammate's commute home from their last store. For example, if a Teammate drives fifty (50) miles to their first store, they will be reimbursed for ten (10) miles at the established rate. Similarly, If a Teammate drives fifty (50) miles from their last store to home, they will be reimbursed for ten (10) miles at the established reimbursement rate.

Non-exempt, hourly Teammates that drive to various locations as part of their job duties are also eligible to receive drive time reimbursement, which is reimbursed at a Teammate's base hourly rate. Teammates will be reimbursed for all drive time between store locations during their shift. However, during a Teammate's commute from home to their first store, they will only receive drive time reimbursement for travel that exceeds sixty (60) minutes. The same threshold applies during a Teammate's commute from their last store to home. As an example, if a Teammate drives one hour and 15 minutes to their first store, they will be reimbursed for 15 minutes of pay at their standard hourly rate. Similarly, if their commute is one hour and 15 minutes from their last store to home, they will be reimbursed for 15 minutes of pay at their standard hourly rate.

For more information regarding mileage and drive time reimbursement, please refer to the Company's Travel policy or Teammates should reach out to their direct manager or supervisor.

## **Bonuses and Awards**

A Teammate may receive additional income in the form of bonus, commission, incentive, gift card or other awards

(collectively, “Rewards”) resulting from participation in one or more of the Company’s Rewards and Recognition programs. Company management will partner with the Total Rewards Department to administer the Company’s Rewards and Recognition programs according to program guidelines and in compliance with all applicable tax requirements.

Teammates are not eligible for programs developed directly by a customer or client of the Company without the express written knowledge and consent of management. Management reserves the right to approve or disallow any such third-party sponsored program.

All monies distributed through such programs will be issued through the standard payroll processes. Cash or noncash payments from Clients or Customers directly to a Company Teammate violate the Company’s policy under all circumstances.

Teammates are encouraged to review the Company’s Code of Business Conduct & Ethics for information regarding Accounting and Financial Practices. In addition, please see Section on Gifts, Meals and Entertainment for additional information.

## **TIME AWAY FROM WORK**

### **Company Holidays**

Teammates are eligible to receive paid Company holidays immediately upon assignment to a regular, full-time position. Teammates in part-time, temporary and seasonal positions are not eligible for paid Company holidays.

The Company will generally observe core holidays. However, Business Units may have their own holiday schedules and the Company has the right to modify or change any holiday schedule at any time. Business Units may also have early release days or allow for modifications to scheduled shifts. The holiday schedule will be posted on the Company intranet before the end of the calendar year for the upcoming calendar year.

If a Company holiday falls during an eligible Teammate’s sick time, vacation time or floating holiday, Company holiday pay will be provided instead of such time. Company holidays are not paid during any leave of absence.

Company holiday hours are not considered time worked and will not be counted for the purposes of calculating overtime. Further, Company holidays do not carry over from one calendar year to the next and are not paid out upon termination of employment.

On occasion, compelling business needs may result in a manager having to require a Teammate to work on a Company holiday. If an eligible non-exempt Teammate works on a Company holiday, they will receive holiday pay based on an eight-hour workday plus wages at the hourly rate applicable to the work performed, unless otherwise subject to applicable state and local laws. Exempt Teammates paid a weekly salary will receive no more than their normal weekly salary for any week in which a holiday falls irrespective of whether they perform work on the holiday.

### **Floating Holidays**

Floating holidays allow Teammates to take time off for any reason and at any time the Teammate wants, thereby enhancing Teammates' work-life balance and accommodating the needs of a diverse employee population (e.g., Teammates of different faiths and traditions).

All Teammates eligible for holiday pay will be awarded up to two paid floating holidays per year. Floating holidays are generally awarded to Teammates at the start of each calendar year. However, in the initial year of hire or eligibility, floating holidays are awarded as follows:

#### **Floating Holiday Award Schedule**

Hire/Transfer Date	Floating Holidays Awarded
January – April	2
May – August	1
September – December	0

Teammates must have management approval before taking their floating holidays. The Company reserves the right to decline requests as well as to schedule and/or require Teammates to take floating holidays at times designated by the Company.

Subject to applicable law, floating holidays must be taken in the calendar year in which they were awarded, and payment in lieu of floating holidays shall not be provided. The Company will not pay out awarded but unused Floating holidays upon separation of employment or allow for carry-over of unused Floating holidays from one calendar year to another unless required by state or other applicable law.

Notwithstanding that, where payout and/or carry-over is required by applicable state law, the Teammate's total floating holiday balance may accrue to a cap of two times the maximum annual award of floating holidays (i.e., four days). Once the maximum amount has been reached, no additional floating holidays will be earned until previously earned floating holidays are used. Teammates will not be given retroactive credit for any period of time in which they do not earn floating holidays because they were at the maximum. At year-end, unused floating holidays at or below the maximum amount will carry over to the subsequent year. Upon termination of employment, Teammates will be paid for all floating holidays that have been earned but remain unused through the last day of work where required by applicable law. Floating holidays will be paid at the Teammate's regular rate of pay in effect at the time of termination of employment.

Notwithstanding the foregoing, the Company may implement other arrangements for floating holidays as the Company deems appropriate. However, any such other arrangement must be in writing specifically approved by the Chief Human Resources Officer or CEO of the Company.

## **Vacation**

All regular, full-time employees are eligible for paid time off from work pursuant to the plans below:

**Regular Full-time Exempt Teammates Except Californians**<sup>1</sup> are eligible for the Company's Flexible, No Accrual Vacation and Floating Holiday Policy. Further information regarding this policy can be found on the Company's Intranet and at the following link:

[Flexible No Accrual Vacation and Floating Holiday Policy](#)

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<sup>1</sup> This policy does not apply to the following job titles: CDS Event Manager, Event Manager and ABI Territory Sales Representative. Teammates in these titles are subject to the Company's standard Vacation Policy and Floating Holidays Policy included in the Handbook.

**Regular, Full-time Exempt Teammates** who are either (i) members of the Company's Executive Leadership Team (defined as the CEO and the executive officers who report to the CEO) or (ii) the ELT's direct reports in a Vice President or higher position are eligible for the Company's Executive Flexible, No Accrual Vacation and Floating Holiday Policy. Further information regarding this policy can be found on the Company's Intranet and at the following link:

[Executive Flexible, No Accrual Vacation and Floating Holiday Policy](#)

**Regular Non-Exempt Full-Time Teammates and Regular Full-time Exempt California Teammates, that are not eligible for the Preceding Flexible Policies** are eligible to accrue vacation time after the conclusion of their 90-day introductory period. The following is the accrual schedule for eligible Teammates.

#### **Full-Time Vacation Accrual**

<b>Calendar Years</b>		<b>Daily Accrual Rate</b>	<b>Maximum Vacation Hours per Calendar Year</b>
Initial Year of Employment		.219 hours	Up to 60 hours*
Year 1		.219 hours	Up to 80 hours*
Year 2-4		.219 hours	80 hours
Years 5-9		.329 hours	120 hours
Years 10+		.438 hours	160 hours

\*A Teammate may not accrue the maximum annual accrual for the calendar year if all or part of the Teammate's first 90 days falls within one or both of the Initial Calendar Year and Year One.

**Regular, Part-Time.** Part-time Teammates in select divisions may be eligible to accrue vacation time. Please refer to the Teammate Resources, Policies and Procedures, Human Resources tab on the Company intranet for applicable Part-time Teammate Vacation Policies.

**Requesting Vacation Time.** Teammates are required to obtain supervisor/manager approval as far in advance of their vacation time as possible, but in no circumstance should the approval be received less than 14-days before their vacation time. Approvals will be based on business needs and staffing requirements. While supervisors/managers will make every effort to honor a Teammate's vacation request, they reserve the right to decline requests or require Teammates to take vacation at designated times.

**Requesting Unaccrued Vacation Time.** Teammates are strongly discouraged from taking vacation time before enough time has accrued. Any request to do so requires the approval of the Teammate's supervisor/manager as well as the next level management. Additionally, subject to applicable law, the Company reserves the right to offset, carry-over or obtain reimbursement from the Teammate for the overpayment of vacation time.

**Using Vacation Time.** Accrued vacation hours can be used up to a maximum of eight hours per day for exempt Teammates and up to a maximum of 10 hours per day for non-exempt Teammates, based on the Teammate's regular work schedule.

**Treatment of Accrued but Unused Vacation.** The Company, where required to do so by law, will carry over accrued but unused vacation time from one calendar year to the next up to the maximum amount allowed as indicated by the above Full-time and Part-time accrual charts and as state or other applicable law require. However, if not required by law, accrued but unused vacation time will not carry over from one calendar year to the next. Additionally, the Company will pay out accrued but unused vacation time upon termination of employment where required by state or other applicable law. However, if not required by law, the Company will

not pay out accrued but unused vacation time upon termination of employment.

Notwithstanding the foregoing, the Company may implement other arrangements for vacation as the Company deems appropriate. However, any such other arrangement must be in writing specifically approved by the Chief Human Resources Officer or CEO of the Company.

The Company reserves the right to require the use of vacation or require that vacation be scheduled or taken during certain times of the year, in accordance with business needs and its sole discretion.

Questions regarding vacation eligibility, accrual and requests should be directed to the Teammate's supervisor/manager or Human Resources.

## **Sick Time**

Regular full-time Teammates will be awarded 40 hours of paid sick time that can be used after the conclusion of 90 days of continuous employment. They will be awarded 40 hours of paid sick time at the beginning of each subsequent calendar year. If a Teammate's primary work location is in a jurisdiction with an applicable paid sick leave law that has a higher annual maximum accrual amount, the Teammate will receive the maximum accrual amount in accordance with that applicable paid sick leave law. They will be awarded that amount of paid sick time at the beginning of each calendar year accordingly.

Teammates may use their paid sick time for the following reasons:

- The Teammate's own mental or physical illness, injury or medical condition;
- The Teammate's need for medical diagnosis, care or treatment of a physical or mental illness, injury or health condition or need for preventative medical care (e.g., doctor, dentist or eye appointment);
- To care for or assist a family member who needs treatment for a mental or physical illness, injury or health condition or who needs medical diagnosis, treatment or preventive medical care; and/or
- Any other reason provided for and specified by applicable law.

Eligible Teammates may be provided additional paid sick and safe time to use in accordance with applicable state or local laws. Temporary and Seasonal Teammates are not eligible for paid sick time, unless required by applicable state and local laws. Please see state and municipal specific paid sick time requirements under the Teammate Resources, Required Postings section on the Company intranet.

As required, a Teammate's paid sick time will be used to supplement Company or state disability insurance payments if requested by the Teammate and as permitted by applicable law. The combination of disability payments and paid sick time benefits shall not, however, ever exceed the Teammate's ordinary weekly earnings.

**Benefits provided under state or local law.** If paid sick time benefits and requirements mandated by applicable state or local law exceed that which Company policy provides, the Company will comply with those requirements to the extent it is required to do so, including without limitation, requirements for accrual eligibility, accrual rates, ability to carry over accrued but unused time, payout of accrued but unused time upon termination, use requirements and receipt of previously accrued sick time balances upon reinstatement of employment with the Company. Teammates are encouraged to review their state-specific information under the Teammate Resources, Required Postings section on the Company intranet for specific information pertaining to state and local sick time benefits.

Part-time, Temporary and Seasonal Teammates are not eligible for paid sick time, except as required by applicable state and local laws. Please refer to the Company Non-Full-Time Paid Sick and Safe Time Policy on the Human Resources Policies and Procedures section of the Company intranet. For specific paid sick time requirements by state and municipality, please see the Teammate Resources, Required Postings section on the Company intranet.

## **Family and Medical Leave of Absence**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted.

**Eligibility.** To be eligible for FMLA Leave benefits, Teammates 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) worked at a location with 50 or more employees within a 75-mile radius, as of the date the leave is requested. Eligibility requirements may differ for Teammates who have been on a protected military leave of absence. If Teammates are unsure whether they qualify, they should contact Human Resources.

**Reasons for Leave.** Because Teammates' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for any one of the following reasons, or any other reason covered by an applicable state family leave law:

- The birth, adoption or foster care of a Teammate'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");
- A Teammate's inability to work because of a serious health condition ("Serious Health Condition Leave");
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" (as 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**

- "Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of 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" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For 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 these marriages are recognized.
- “Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

**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 a 12-month period measured backward from the day the Teammate uses any FMLA leave.

The maximum amount of FMLA Leave for a Teammate 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 Teammate'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.

To the extent required by law, some extensions to leave beyond a Teammate's FMLA entitlement may be granted when the leave is necessitated by a Teammate's work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

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

Leave taken intermittently may be taken in increments of no less than one hour. Teammates who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources before scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require Teammates 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 a Teammate's request for intermittent leave is approved, the Company may later require Teammates to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on a Teammate's report that an absence qualifies for FMLA Leave.

**Notice and Certifications.** Teammates are required to provide notice 30 days in advance when the need is foreseeable or if the leave must begin in less than 30 days (normally this would be the same day the Teammate becomes aware of the need for leave or the next business day). Depending on the reason for the FMLA leave,

completed certifications and documentation will be required for leave approval. Information and certification requirements, including recertification requirements and forms, are available on Advantage Benefits at AdvantageBenefits.net.

**Benefits During Leave.** The Company will continue making contributions for group health benefits during a Teammate's FMLA leave on the same terms as if the Teammate had continued to work. This means that if the Teammate wants their benefits coverage to continue during their leave, the Teammate must continue to make any premium payments they are required to make for themselves and/or dependents.

Teammates 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. Teammates 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 Teammate's behalf to maintain health coverage if the Teammate fails to return to work following a FMLA Leave.

Except as required by COBRA, the Company's obligation to maintain health benefits during an FMLA leave will continue until:

- The employment relationship would have terminated if the Teammate had not taken FMLA leave.
- A Teammate informs the Company that they will not return from leave (including before starting the leave if the employer is so informed before the leave starts).
- The Teammate fails to return from leave or continues to be on leave without approval after exhausting their FMLA leave entitlement in the 12-month period.

During FMLA leave, Teammates maintain any employment benefit accrued before the date on which the leave commences. However, consistent with the Company's policy for all types of unpaid leave, Teammates will not accrue additional paid time off benefits (such as vacation) while on unpaid FMLA leave.

**Compensation during FMLA Leave.** Generally, FMLA Leave is unpaid. However, if a Teammate has accrued but unused paid leave, the Teammate must exhaust all paid leave at the beginning of the FMLA leave. If a Teammate is eligible to receive benefits through State or Company wage replacement programs, they may supplement these benefits with accrued paid leave. All such payments will be integrated so that a Teammate will receive no more than their regular compensation during the leave. The use of paid benefits will not extend the length of the FMLA Leave.

**Return from FMLA Leave.** At the end of the FMLA leave, subject to some exceptions, a Teammate will be reinstated to the same position the Teammate held before the leave or an equivalent position with equivalent pay, benefits and other employment terms, subject to the limitations regarding reinstatement listed below.

**Limitations on Reinstatement.** A Teammate is entitled to reinstatement only if they would have continued to be employed had FMLA leave not been taken. Thus, a Teammate is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the Teammate would not be employed at the time job reinstatement was sought. The Company reserves the right to deny reinstatement to Teammates classified as "Key Teammates" if such denial is necessary to prevent substantial and grievous economic injury for the Company. Those Teammates will be notified of the possible limitations on reinstatement at the time the Teammate requests a leave of absence.

**Reasonable Accommodation Following FMLA Leave.** To the extent required by law, some extensions to leave beyond a Teammate's FMLA entitlement may be granted when the leave is necessitated by a Teammate's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply. For additional information and to request a reasonable accommodation, visit the Workplace Accommodations section on Advantage Benefits at

AdvantageBenefits.net.

**Failure to Return to Work Following FMLA Leave.** If the Teammate does not return to work at the end of their FMLA leave and does not request a leave extension or fails to satisfy the Company's requirements for a leave extension, the Teammate will be considered to have voluntarily resigned. The Company may recover health insurance premiums that it paid on behalf of the Teammate during any unpaid FMLA leave unless the Teammate fails to return to work because of circumstances beyond their control. In such cases, the Company may require the Teammate to provide medical certifications or other documentation that verifies the circumstances.

**State Law.** Some states have family leave laws providing benefits that exceed those available under the FMLA. Nothing in this policy limits your rights under applicable state law. If your leave qualifies as leave under the FMLA and applicable state law, then the leave will be counted under both statutes and run concurrently. In all cases, you will have the benefit of the most generous leave statute, subject to eligibility requirements.

**Additional Information.** For information on state leave laws, leave eligibility, coordination of benefits and to apply for a FMLA leave, Teammates should review the Leave of Absence section on Advantage Benefits at AdvantageBenefits.net.

Additional details on FMLA are available at: <https://www.dol.gov/whd/regs/compliance/whdfs28.htm>.

## Medical Leave of Absence

If a Teammate needs a medical leave of absence, the Teammate should contact the Company's Third-Party Administrator to request a leave. Leaves will be granted in accordance with applicable federal and state law and the Company's accommodation policy. All determinations regarding reinstatement following leave, length of leave and continuation of insurance during a leave will be granted in accordance with applicable law. The Company may require certification from a health care provider prior the start of the leave, detailing the reasons for the leave, as well as following the leave, releasing the Teammate back to work, with or without the need for additional accommodations. The Company will comply with all applicable laws pertaining to providing reasonable accommodations. Teammates should review the available options on the Leave of Absence section on Advantage Benefits at AdvantageBenefits.net.

**Teammate Eligibility.** All full-time and part-time Teammates who have been employed by the Company for at least 90 days may be eligible for unpaid leave under this policy, if other qualifications for leave standards are met.

**Documentation/Verification.** Teammates seeking medical leave must return a completed medical certification to the Company's Third-Party Administrator. Teammates who submit incomplete, insufficient or illegible certifications, or certifications that require clarification, will be required to obtain additional information from their health care provider. Failure to timely comply with these certification or recertification requirements may result in delay or denial of leave.

**Benefits and Compensation.** During a Teammate's unpaid leave, the Teammate is not entitled to paid holidays and will not accrue vacation or sick hours. The Company will continue a Teammate's health insurance coverage (including paying the Company's portion of any premium) during the Teammate's approved leave if the Teammate continues to submit the Teammate's portion of the monthly premium payments in a timely manner during the authorized leave period.

**Return to Work.** Teammates are expected to return to work immediately following a medical leave. Upon timely return to work, the Company will attempt to return the Teammate to their original job, or to a similar position, subject to prevailing business considerations. Reinstate, however, is not guaranteed. If the Teammate's position is no longer available, the Company will make a good faith effort to place the Teammate in a position of

similar pay and responsibility, if the Teammate has the required skill and ability and is otherwise qualified for the position.

A Teammate's failure to advise the Company and/or Third-Party Administrator of their availability to return to work, failure to return to work when notified, or continued absence from work beyond the time approved by the Company without notifying the Company of any extenuating circumstances preventing the Teammate's return, will be considered a voluntary resignation of employment.

### **Bereavement Leave**

The Company will provide up to three days of paid bereavement leave to regular full-time Teammates who need time off due to the death of an immediate family member, except where allowed additional paid or unpaid time off under applicable state or local law. "Immediate family" is defined as the Teammate's spouse, legally recognized/registered domestic partner, ex-spouse, ex-domestic partner, children (including step or foster), siblings, stepsiblings, parents, stepparents, grandparents, step-grandparents, grandchildren, step-grandchildren and the same for that of the Teammate's spouse or legally recognized/registered domestic partner. Teammates who wish to take time off due to these circumstances should notify their supervisor/manager as soon as they are made aware of their need for a bereavement leave. The Company understands the deep impact that death can have on an individual or family. Therefore, a Teammate may make arrangements with their supervisor/manager for additional unpaid time off if approved. The Company will comply with all applicable federal, state, and local laws regarding bereavement leave. For specific bereavement entitlements by state and municipality, please see the Teammate Resources, Required Postings section on the Company intranet.

### **Military Leave**

A military leave of absence will be granted to Teammates who are absent from work because of service in the United States uniformed services in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any similar state law. Teammates are required to give their supervisor/manager advance notice of their need for a leave, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. The leave will be unpaid. However, Teammates may use any available paid time off for the absence.

For additional details and to apply for a Military Leave, Teammates should review the Leave of Absence section on Advantage Benefits at [AdvantageBenefits.net](http://AdvantageBenefits.net).

### **Jury Duty**

The Company encourages Teammates to fulfill their civic responsibilities by serving on jury duty when required. The Company will grant full-time regular Teammates up to five consecutive working days of paid time off per calendar year for jury duty, unless applicable state or local laws require additional time. Teammates may use accrued but unused vacation or floating holiday hours as compensation for any hours that are unpaid. Temporary, seasonal and part-time Teammates are not eligible to receive paid time off for jury duty service, unless otherwise provided for by law. Exempt Teammates will not incur any reduction in pay for a partial week of absence due to jury duty.

Teammates must give the Company advance notice of their need to serve. Furthermore, the Teammate must submit written documentation that confirms their jury duty attendance to their supervisor/manager after completion of each jury duty service date.

### **Witness Duty**

The Company encourages Teammates to appear in court for witness duty when subpoenaed to do so. If Teammates have been subpoenaed or otherwise requested by the Company to testify as witnesses, they will receive paid time off for the entire period of witness duty. Teammates will be granted unpaid time off to appear as a witness when requested to appear by a party other than the Company. Teammates may use available vacation or floating holiday hours as compensation for this absence. Exempt Teammates will not incur any reduction in pay for a partial week of absence due to witness duty.

Teammates are required to show their supervisor/manager the subpoena immediately after it is received and provide reasonable advance notice so that operating requirements can be adjusted to accommodate the Teammate's absence.

### **Parental Leave for School Visits**

The Company recognizes the value of parental involvement in children's education. For this reason, Teammates who are parents, guardians, or custodians of children in licensed day care facilities or kindergarten through grade 12, will be provided a reasonable amount of unpaid time off for school visits and activities sponsored, approved or supervised by the school or day care. Teammates who choose to take unpaid Parental Leave must provide their supervisors/managers with reasonable advance notice and upon return from the leave, must provide documentation that verifies the date and time of the visit.

Nothing in this policy limits your rights under the applicable state or local laws in your primary work location including eligibility for paid parental leave or school activities time off provisions when applicable. In all cases, the Company will comply with the applicable Parental Leave statute to the extent it is required to do so.

### **Time Off to Vote**

The Company encourages all Teammates to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that a Teammate will have ample time to cast a vote before or after the work shift. If Teammates do not have sufficient time to vote, that Teammate should discuss the matter with a supervisor/manager. The Company will comply with all applicable state and municipal voting time laws which can be found here.

### **State and Local Laws**

There are state and local laws that may or may not have been referenced in this section of the handbook. Those laws may provide Teammates with benefits that differ from those referred to in this handbook. The Company is committed to providing Teammates with leaves in accordance with all the federal, state and local laws in their primary work location. Further, the Company provides details of all applicable state and local leaves on the Company intranet. Teammates are encouraged to review the state-specific information and contact Human Resources for clarification and additional details on any of the leaves of absence not specifically described in this handbook.

## **TEAMMATE CONDUCT AND WORKING CONDITIONS**

### **Teammate Conduct and Work Rules Policy**

The Company is committed to operating and maintaining a work environment built on professionalism, respect and safety. Accordingly, Teammates are expected to act with integrity towards each other as well as clients, customers and vendors (collectively "Business Partners") and members of the public and to exercise sound judgment and professionalism in carrying out their job responsibilities and otherwise representing the Company,

its clients and customers.

Work rules are generally intended to apply to Teammate conduct during working time, at business or work related events, while representing the Company and when on Company or Business Partner property. However, there may be occasions where conduct outside of the workplace is determined by the Company to be job-related and to impact a Teammate's ability to effectively perform their job duties or represent the Company, its clients and customers. In those instances, the Company reserves the right to consider such conduct unacceptable under company policy and take disciplinary action, up to and including termination.

**Unacceptable conduct.** The following list provides examples of some, but not all, forms of unacceptable conduct and behavior that is against work rules that may result in disciplinary action, up to and including termination. It is to serve as a guideline to help Teammates understand Company expectations as it relates to professional and acceptable work-related conduct and is not intended to be an exhaustive list:

- Falsification of employment records (including time records), employment information or other records; or providing misleading information in Company or Business Partner records.
- Theft or unauthorized removal, use, possession, or distribution of Company or Business Partner property or the property of its or their Teammates or visitors.
- Negligence, failure to take reasonable steps to safeguard, or intentional conduct leading to loss or damage of Company or Business Partner owned property.
- Performing another Teammate's job duties or allowing another individual to perform one's own job duties, except as authorized by the Company or directed by management.
- Failure to cooperate promptly and honestly in a legitimate and lawful workplace inquiry or investigation.
- Retaliation against an individual for reporting a good faith complaint about the Company, for truthfully participating in a workplace inquiry or investigation conducted by or on behalf of the Company or a government entity, or for exercising one's rights under Company policy or law.
- Provoking a physical fight or engaging in physical fighting during working hours or on Company or Business Partner property at any time.
- Violation of health or safety rules, laws or regulations.
- Smoking in areas that are not designated as smoking areas.
- Possession of dangerous materials, such as explosives, weapons or firearms on Company or Business Partner premises.
- Gambling on Company or Business Partner premises, or at any location on Company time.
- Failure to promptly reply to business-related inquiries received from one's supervisor/manager or other management team member; support departments; or Business Partners in the manner requested.
- Deliberate disregard for or failure to carry out legitimate and lawful work assignments and instructions that is not associated with or related to any protected activity.
- Failure to adhere to legitimate and lawful Business Partner business requirements while they are performing services for a Business Partner in connection with their employment with the Company.
- Teammates being unauthorized by assigned Business Partner to perform services for the Business Partner; or Teammate's failure to notify the Company of any such Business Partner restriction.
- Violation of the law, or of Company or team-specific policies and work rules including, without limitation, those set forth in this Handbook on the Company intranet.
- Unsatisfactory performance, including without limitation, failure to satisfy the job duties set forth in one's job description or as otherwise communicated by one's supervisor or management.
- Falsification of your own or another Teammate's time sheet.
- Failure to report to management any theft, illegal acts conducted on Company premises or while working for the Company off premises, or violations of Company policy.
- Failure to comply with government regulations including import/export controls, international trade regulations and the United States Foreign Corrupt Practices Act.
- Working overtime without authorization or refusing to work assigned overtime.

- Other job-related conduct reasonably determined by the Company to be unacceptable, unprofessional, a reflection of poor judgment, or unlawful.
- Violation of any law, rule regulation or Company policy.

The Company may take disciplinary action, up to and including termination, against a Teammate for failing to adhere to work rules and standards of acceptable conduct. Ignorance of work rules or what is considered unacceptable conduct is not an acceptable excuse. It is each Teammate's responsibility to learn and abide by these rules.

As explained above, Teammates are reminded that employment is at-will, unless applicable state law provides otherwise. Accordingly, the Company reserves the right to take any type of disciplinary action it deems necessary, including termination of employment.

## **Drug and Alcohol Free Workplace Policy**

The Company is committed to safeguarding the health of its Teammates and to providing a safe place for its Teammates to work. It is the policy of the Company to provide a work environment that is free from the use, manufacture, dispensation, sale, possession or distribution of Illegal Drugs or the improper (i) use, (ii) sale, or (iii) distribution of legal drugs or alcohol. It is also the policy of the Company to require all Teammates to perform their job duties, without the presence of Illegal Drugs or illegal or inappropriate use of legal drugs and to prohibit unauthorized alcohol consumption.

**Violation of Policy.** Everyone shares the responsibility for maintaining a safe work environment. Teammates are required to abide by the terms of this policy. Violations of this policy will be subject to disciplinary action, up to and including immediate termination of employment.

**Illegal Drugs and Alcohol.** Teammates are prohibited from using, being impaired by, or being under the influence of, alcohol or illegal drugs while working (onsite, remotely or otherwise) or while on Company premises, except as noted below with respect to alcohol.

Teammates are prohibited from (1) consuming alcohol while working or while on Company premises and/or (2) working while under the influence of alcohol except during client entertainment events or gatherings hosted and approved by the Company. When consuming alcohol during such events, Teammates are required to limit consumption and always maintain decorum and professional behavior and comply with all Company policies. The Teammate – not the Company – shall be responsible for monitoring the Teammate's alcohol intake and behavior. Teammates are also strictly prohibited from driving or otherwise operating a vehicle while or after consuming alcohol at a Company-sponsored or client event. Teammates should walk, take public transportation or an Uber, Lyft or other car service or taxi home.

For purposes of this policy, "illegal drugs" means and includes (a) any drugs which are illegal under federal, state or local law or (b) legally prescribed drugs not prescribed to the user or (c) even where prescribed to the user, abuse or use of said drugs in a manner inconsistent with the prescription or purpose for which the drugs were prescribed. Furthermore, the possession, sale, or use of illegal drugs or controlled substances without a prescription at any time is prohibited.

**Permissible Use of Substances.** Teammates who must use prescribed drugs during work are responsible for being aware of any effect such substances may have on the performance of their duties. If Teammates find that certain medications impair their performance, they should report this fact to Human Resources, along with acceptable medical documentation. The Company will then explore with the Teammate and any other relevant parties whether the Teammate is able to perform their job safely and properly with or without accommodations.

**Rights to Search.** Teammates' possessions, vehicles and Company-issued equipment and containers under Teammates' control are subject to reasonable search and surveillance at all times while on Company premises, or while otherwise conducting Company business, in compliance with all applicable laws.

**Reasonable Suspicion of Violations.** Supervisors/managers are to immediately report to Human Resources any action or observation that suggests a Teammate may be impaired by drugs or alcohol while at work. Human Resources and the supervisor/manager will work together to evaluate and determine whether the Teammate should be examined by a physician or clinic and/or tested for drugs and alcohol. Observations leading to reasonable suspicion determinations will be reasonably contemporaneous with the request for a test. If the Teammate is suspected of being impaired, arrangements will be made to transport the Teammate home or to an alternate safe location. The Teammate will not be allowed to drive.

**Drug Testing.** To the maximum extent permitted under applicable law, Teammates may be asked to take a test to determine the presence of drugs or alcohol. Testing will be performed in accordance with applicable legal standards and methods. A drug test may be a condition of employment or continued employment. The Company reserves the right to test Teammates for the presence of illegal drugs and in some cases alcohol in the following circumstances, except where such tests are limited or prohibited by law:

- During the hiring process to determine whether a candidate is under the influence of drugs or alcohol.
- Upon reasonable suspicion by the Company.
- Following an accident on Company premises or involving Company equipment.
- Following drug and/or alcohol rehabilitation to determine whether the Teammate is fit for duty.
- On a random basis, for Teammates who have returned from a drug and/or alcohol counseling, treatment and/or rehabilitation program.

A Teammate's employment or continued employment with the Company is conditioned upon their full compliance with this policy. It is a violation of this policy to refuse to submit to lawfully requested testing. A refusal to test includes any behavior designed to obstruct the testing process, including efforts to substitute, adulterate or dilute specimens, as well as any failure to appear for testing within a reasonable time and failure to cooperate with collection staff. All Teammates will be required to sign a consent form authorizing the test as well as authorizing the use of the test results for purposes of administering these policies.

**Use of Test Results.** Tests that are paid for by the Company are considered property of the Company. The examination records will be treated as confidentially as possible. However, the Company reserves the right to release test results to the decision-maker in any proceeding initiated by the Teammate, related to the results of an alcohol and/or drug test, or if the Company determines that the individual has engaged in conduct prohibited by this policy. The Company also reserves the right to release test results as required by a subpoena, court order, other judicial process or as otherwise allowed or required by applicable law. In addition, records of specific examinations may be made available to the Teammate, or person designated by the Teammate, upon receipt of written authorization by the Teammate.

**Teammate Assistance.** Teammates who are experiencing work-related problems resulting from drug or alcohol abuse or dependency may request, or be required to seek, counseling, which may be a condition of continued employment. Counseling sponsored or required by the Company is to be kept confidential and is to have no influence on performance appraisals, unless such counseling is so involved as to affect job performance in the sole discretion of management. Job performance alone, not the fact that a Teammate seeks counseling, is to be the basis of all performance appraisals.

Any Teammate who is abusing drugs or alcohol may, in management's sole discretion, be granted a leave of absence to undertake rehabilitation treatment. The Teammate will not be permitted to return to work until certification is presented to Human Resources that the Teammate is capable of performing their job, is no longer

under the influence of illegal drugs or alcohol and will refrain from any further abuse of such substances. The Teammate may also be subject to a return-to-duty test. Failure to cooperate with an agreed-upon course of treatment may result in discipline, up to and including termination of employment. Participation in a treatment program does not insulate a Teammate from the imposition of discipline for violations of this or other Company policies.

**Convictions.** Teammates are also required, as a condition of employment, to notify their supervisor/manager within 5 calendar days of any workplace-related criminal drug convictions in which they were involved. A conviction means a finding of guilt, including a plea of nolo contendre, or imposition of a sentence or both by any judicial body charged with the responsibility to determine violations of the federal or state drug statutes. If a Teammate's position requires that he/she/they operate a motor vehicle, the Teammate must notify the Company of any DUI/DWI, alcohol-related conviction or driver's license restriction.

## Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all Teammates in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of Teammates but remain the sole property of the Company or its Business Partners. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of Teammates and customers and to protect our legitimate business interests, we reserve the right to question and inspect or search any Teammate or other individual entering or leaving company premises or third-party client job sites by a Company management Teammate. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc. If a non-exempt Teammate is present during any search or inspection, they must record the time spent during the search or inspection as working time.

These items are subject to inspection and search at any time, with or without prior notice, Teammates. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management Teammate of the same gender. The Company will not tolerate any Teammate's refusal to submit to a search.

Teammates may also be subject to an inspection or search on a third-party client job site by a client management employee, to ensure the client's safety, security and/or business interests. Those inspections or searches are independent from Company conduct and such decisions are made and carried out solely by third-party clients.

## Attendance and Punctuality

Teammates are expected to report to their workplace on time and remain at work for their entire work schedule, except when on rest or meal periods or when otherwise authorized to leave. Unapproved or unprotected late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If Teammates are unable to report for work on any day, they must call their supervisor/manager as soon as practical, but no later than two hours before the time the Teammate is scheduled to begin work. Unless extenuating circumstances exist, Teammates must call in each day they are scheduled but are unable to report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused time off, sick leave or a leave of absence provided in accordance with Company policy or mandated by applicable federal, state or local laws in a Teammate's work location.

Unless there are extenuating circumstances or a legally protected reason, if a Teammate fails to report to work without any notification and fails to respond to communication from a supervisor (including by phone or email) within a specified deadline, the Company will consider that the Teammate has abandoned their job and voluntarily terminated their employment.

If the Teammate believes that their absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the Teammate should notify their manager and Human Resources of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of a Teammate's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If a Teammate believes they have been mistakenly subject to disciplinary action for an absence, tardiness or early departure that the Teammate believes is or should be excused/approved, the Teammate should promptly discuss the matter with their manager or Human Resources. The Company will investigate the situation and any errors will be corrected.

## **Dress and Presentation**

The Company promotes a casual, professional work environment that includes a "Dress for the Business Day" approach. Teammates are expected to select smart casual, business casual or professional business dress, depending on the type of work performed, nature of the business and/or general workplace events that day. Additionally, every Teammate must exercise sound judgment regarding their presentation, including dress, grooming and hygiene, which should be neat, clean, professional, safe and appropriate for the workplace.

Although not exhaustive, the following provides guidelines on what the Company considers acceptable and unacceptable dress and presentation. Teammates may also be notified of mandatory dress code requirements and restrictions specific to their division or department that must be followed.

### **Examples of acceptable presentation**

- Professional business dress includes suits, dresses, jackets and dress pants/skirts, dress shirts, ties.
- Business casual dress includes non-denim pants, slacks, skirts, dresses, button-down shirts/blouses.
- Smart casual dress includes business casual jeans, below the knee capris, collared shirts, sweaters.
- Hairstyles, jewelry, accessories and makeup should be appropriate, neat and professional.

### **Examples of Unacceptable Presentation**

- Overalls, leggings, shorts, mini-skirts, beachwear, sleepwear, t-shirts, athletic/exercise clothes.
- Dirty, wrinkled, torn or ripped clothes.
- Sheer, improperly fitting or revealing clothes.
- Flip flops or slippers.
- Clothing with words or pictures which are unprofessional or violate any Company policy.
- Jewelry, accessories, hair styles, shoes, or attire which create a safety hazard.
- Distracting, excessive or unpleasant odors.
- Failure to cover tattoos that may be deemed offensive by others.

The Company will comply with applicable legal requirements related to this policy. Accordingly, as explained above, the Company will reasonably accommodate Teammates with a disability or sincerely held religious belief or practice or who are pregnant, unless it would impose an undue hardship on the Company. To request an

accommodation, Teammates should refer to the Workplace Accommodations section on Advantage Benefits at AdvantageBenefits.net.

If Teammates have any doubt about their attire, they should not wear the clothing or ask their direct supervisor or manager before wearing it. Teammates who fail to comply with this policy will be asked to change clothing. A non-exempt Teammate's time away for this purpose will be unpaid, subject to Company policy and applicable law. Violations of this policy may lead to disciplinary action, up to and including termination of employment.

Teammates may also need to adhere to any specific client or customer dress code policies, subject to applicable law. Should Teammates have any questions regarding a client or customer dress code policy, they should reach out to their direct manager or supervisor.

## **Gifts, Meals, and Entertainment**

The purpose of business gifts, meals and entertainment in a commercial setting is to create goodwill and sound working relationships, not to gain unfair advantage with clients or customers. Teammates must act in a fair and impartial manner in all business dealings. Gifts, meals and entertainment should further the business interests of the Company and not be construed as potentially improperly influencing business judgment or creating an obligation. For this reason, the Company discourages the exchange of gifts for business purposes and places limits on meals and entertainment.

Teammates are charged with making impartial decisions and recommendations for the Company and on behalf of our clients and customers in the area of client, customer and vendor service and selection. As such, Teammates are prohibited from receiving directly or indirectly any incentives from past, present or potential clients, customers or vendors who may be selected to receive or provide products or services directly to the Company or via the Company to our clients and customers. Incentives include but are not limited to gifts, monetary exchanges, entertainment, celebratory meals or refreshments, special access, memberships or offering to give anything of value in order to influence any action or decision; provided, however, that the foregoing does not restrict (1) business-purpose meals or refreshments or (2) gifts of value under \$100. The term "gift" includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value, including services, training, transportation, lodging and meals, whether provided in kind, by purchase of a ticket, payment in advance or reimbursement after the expense has been incurred. Any gifts of value ranging from \$100-\$250 must be approved by a direct supervisor/manager while gifts of value more than \$250 must be approved by a respective ELT leader. Any additional exceptions to this Policy must be approved by at least two of the following executives: the CEO, the Chief Financial Officer (CFO), the Chief Human Resources Officer (CHRO), or the Chief Legal Officer (CLO). This activity will be monitored and actively supported by leadership. Any Teammate who does not comply with the above will be subject to disciplinary action up to and including termination of employment.

Teammates may accept courtesies from a client when the courtesy is in connection with and specifically pursuant to a performance-based program officially authorized by the client and approved by the Company's division leader.

When acting on the Company's behalf, Teammates may give gifts, meals or entertainment only if:

- It is permitted by law;
- It serves a valid business purpose;
- It cannot be construed as a bribe, obligation or payoff;
- Any gifts are reasonable, customary and not significant in value;
- Any meals or entertainment are reasonable and would not embarrass the Company or Teammate if publicly disclosed; and
- All expenditures are accurately recorded in the Company's financial records.

When interacting with clients, customers, suppliers or other Third Parties:

- Do not ask someone for a gift, meal or entertainment; and
- Do not give cash or cash equivalents like gift certificates unless specifically allowed and approved by the Legal Department.

Special rules govern the Company's relationships with government personnel and Teammates of certain companies, such as our customers and vendors that support government contracts.

Gifts that Teammates may offer a government Teammate are limited to:

- Company-approved advertising item of nominal value (such as a pen, cap or T-shirt);
- modest items of food and refreshment, such as soft drinks, coffee and doughnuts offered other than as part of a meal; or
- plaques and certificates of recognition.

Except for these three limited exceptions, Teammates must receive prior approval from the Company's CEO or CLO in order for them to give or offer a gift to a government Teammate or a member of their immediate family.

Sales-related commissions, rebates, discounts, credits and allowances are customary business inducements, but careful attention is needed to avoid illegal or unethical payments and to ensure compliance with various applicable laws and regulations.

For more detail on treatment of bonuses, awards, gifts and incentives for pay purposes, please see Section titled "Bonuses and Awards."

## **Outside Contacts**

Any inquiries received in connection with a Company investigation must be handled in a consistent manner. All contacts related to Company business from an outside attorney or investigator, a court or a government agency seeking information from the Company must immediately be referred to the Company's Legal Department at [generalcounsel@youradv.com](mailto:generalcounsel@youradv.com), without any further discussions with the contact. If the contact involves a criminal investigation, Company counsel will advise you of your options.

## **Media Inquiries**

From time to time a Teammate may receive inquiries from the media, i.e., newspapers, television stations, radio stations, magazines, websites, digital marketers, industry/association publications or other periodicals. Only those designated by the CEO may comment to the media on behalf of the Company on Company policy or events relevant to the Company. If a Teammate were to receive any media inquiry, the Teammate should decline to make any comment on behalf of the Company and refer the inquirer to the Chief Communications Officer (CCO) or Chief Legal Officer (CLO). Their contact information is available on the Company intranet. This rule does not prevent you from speaking with the media, but you may not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by the CEO, CCO, or CLO.

## **Client / Customer Assignment Policy**

The Company represents many clients and customers that are considered "Third Parties." The Company asks Teammates to keep in mind the following when working with Third Parties:

- Our Teammates are Teammates of the Company, not the Third Party.
- Our Teammates are expected to abide by our Company's policies and procedures
- Our Teammates are expected to adhere to Third Party policies and procedures, when applicable

- Our Teammates may be required to undergo a Complete Blood Count screening or other screening to be on a Third Party's property
- Questions regarding Company policies, one's job expectations, or other workplace matters should be directed to a Company supervisor/manager or Human Resources.
- Teammates are expected to receive and take direction regarding job expectations and performance from their Company supervisor/manager, although Third Parties may communicate task-execution information.
- Third Party communications which appear to be against Company policy or legal or ethical obligations and any other concerns pertaining to Third Parties, must be promptly escalated to your immediate supervisor/manager or using another reporting channel pursuant to the Company's Open Door Policy.

## **Document Retention Policy**

The Company's Records Management and Retention Policies ensure that the maintenance and destruction of Company records is in accordance with all applicable laws. Teammates are required to become familiar with and comply with the Company's Records Management and Retention Policies. The policies are on the Company intranet under the Legal Department's Policies and Procedures.

## **Document Disposal Policy**

To protect the privacy of consumer report information (such as information contained in a background screening report) and any information containing a consumer's personal or financial information, Teammates should ensure that the information is properly disposed of in a manner that is reasonable and appropriate to prevent unauthorized access of the information when no longer needed.

## **Social Media Policy**

Social media can take many forms, including online social networks, message boards, conversation pages, internet forums and blogs, online profiles, wikis, podcasts, pictures, video, email, instant messaging, music-sharing and voice-over IP, to name just a few. Social media applications can include LinkedIn, Facebook, Wikipedia, YouTube, Twitter, Yelp, Glassdoor, etc.

The Company encourages all teammates to engage in respectful, positive dialogue that illustrates how to win together and consistently serve clients, consumers and communities with heart at Advantage Solutions. It is not the Company's intention to restrict your ability to have an online presence, nor should this policy be construed to restrict or interfere with any Teammate's rights under applicable law. Instead, the purpose is to define the Company's position regarding Teammates' social media postings and communications and comply with applicable law and Company policies. The general message is to be thoughtful about how you present yourself online and take steps to ensure that any content is in keeping with the following guidelines:

- Do not post or communicate confidential, trade secret or proprietary information about the Company or its Business Partners.
- Do not post or communicate confidential information or private information of other teammates, including credit card numbers, Social Security numbers, driver's and other license numbers, addresses or any other information that is not publicly accessible.
- Teammates must adhere to all Company's policies when using social media, including the Company's policies against harassment, discrimination, retaliation and workplace violence.
- Do not post or communicate anything that violates any copyright, fair use, trade secret or financial disclosure laws.
- Do not post content related to our Business Partners without explicit permission. Our Business Partners' privacy is a priority for Advantage Solutions. While you are encouraged to share pictures or descriptions

of your work, including in-store activations or participation in company or partner events, any information related to our partners must be cleared by the partner, the Corporate Communications team and other internal stakeholders, as necessary — in advance. Similarly, Advantage Solutions' teammates should not contact customers for social reasons or solicit them outside of traditional business activities.

- Do not use personal social media during work time.
- The Company has well established means to communicate publicly. Only those officially designated by the Company have the authorization to speak on behalf of the Company.
- Each Teammate bears full responsibility for any material they post on social media.
- Privacy settings should be used when appropriate. However, Teammates should be aware that their social media postings and communications may still be viewable by the public.
- In any post or communication in which you endorse the Company, its Business Partners (if permission is granted) or related products, services or Teammates, you must include a disclaimer that clearly identifies you as a Company Teammate and makes it clear that the views you express do not necessarily reflect the views of the Company or its Business Partners. This rule is required by the Federal Trade Commission's endorsement guidelines.
  - If you are engaging in the above type of communication, we suggest using the following: "I am a Company Teammate. The opinions expressed here are my own and do not necessarily represent the views of the Company and have not been authorized or adopted by the Company." It is important to note that a communication otherwise in violation of this or other Company policy is not exempt from Company policy by including such a disclaimer.
- Do not unlawfully use the Company's logo, trademark, or proprietary graphics for commercial or competitive purposes.

### **Report Platform and Community Abuse**

If you believe that a topic or post violates our community guidelines—or if you have questions about whether something is allowed—please contact the Corporate Communications team immediately at [socialmedia@advantagesolutions.net](mailto:socialmedia@advantagesolutions.net). You may also forward this information to your supervisor/manager or to Human Resources by calling (888)-900-4276 or submitting a ticket via [ServiceNow](#). Teammates may also submit a report via the [Ethics Hotline](#) or call 888-325-7882, so the matter can be reviewed and appropriate action taken.

In response to a report of abuse or as part of our other review processes, we may review content on our platforms and/or forums and take action if we determine there is a policy violation. That action may include restricting access to the content, removing the content and limiting or terminating a user's access to Advantage Solutions' online forums in an appropriate capacity.

We reserve the right to change these guidelines at any point in our effort to keep our online platforms and communities user-friendly, informative and safe. Again, we may limit or restrict your participation in these online spaces at our discretion. These social media guidelines apply to all Advantage Solutions social media channels in all languages available.

Teammates will be held accountable for engaging in social media activity that violates this policy. Failure to comply with this policy may lead to discipline, up to and including termination of employment and, if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities. The Company will not construe or apply this policy in a manner that interferes with Teammate's legally protected social media discussions regarding wages, hours or working conditions. If you have any questions regarding this policy, contact your supervisor/manager or Human Resources.

## **SAFETY AND SECURITY**

## Workplace Safety

The health and safety of Teammates and others on Company property are of critical concern to the Company. The Company intends to comply with all health and safety laws applicable to our business as we strive to attain the highest possible level of safety in all activities and operations.

The Company relies on our Teammates to help ensure that work areas are kept safe and free of hazardous conditions. Teammates should carefully observe their work areas and immediately report any unsafe conditions or potential hazards to their supervisor/manager. Additionally, any workplace injury, accident or illness must be reported to a supervisor/manager immediately, regardless of the severity.

The Company has developed a written Injury and Illness Prevention Program in support of workplace health and safety. This program can be found in the Safety and Workers' Compensation section on the Company intranet. Teammates must observe the Injury and Illness Prevention Program provisions, as well as all health and safety guidelines related to their position, as strict compliance is required of all Teammates.

## Workplace Violence Prevention<sup>2</sup>

The safety and security of Teammates is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence that involve or affect company Teammates or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company Teammates and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by a Teammate will result in disciplinary action, up to and including termination of employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event such acts or threats of violence do occur.

Workplace violence is any conduct that occurs in or affects the workplace and is sufficient to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property. Violence includes, but is not limited to, threatening and intimidating behaviors, verbal comments, physical abuse, use or threatened use of weapons of any kind, including but not limited to guns, knives, mace, pepper spray, bringing any type of weapon onto Company property, vandalism, arson, sabotage or any other act that is deemed by management to be inappropriate in this regard.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving a Teammate if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which a Teammate is a victim, if the Company determines that the incident may lead to an incident of violence on Company premises; and

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<sup>2</sup> Teammates who work in California and New York are subject to the Workplace Violence Prevention Plan.

- Threats or acts of violence resulting in the conviction of a Teammate or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of the Company's or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in the workplace, or targets any individual with acts or threats of violence.

Teammates should help maintain a violence-free workplace. To that end, Teammates are encouraged to immediately report any incident that violates this policy to a supervisor or manager or Human Resources.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company, unless applicable state law provides otherwise.

The Company will not tolerate retaliation against any Teammate who reports workplace violence.

Any Teammate who violates this policy will be subject to immediate disciplinary action, up to and including termination. If the violent behavior is that of a non-Teammate, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

The Company will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

## **Foodborne Illness for Teammates Handling Food**

It is the intent of the Company to foster Teammate and public health and wellness and maintain compliance with all federal, state and local laws on the prevention of foodborne illness. As such, the Company requires Teammates whose job duties include handling food, to act in accordance with the following procedures:

- Teammates must inform their supervisor/manager when they have symptoms of an illness that can be spread through food handling. Symptoms which must be reported include but are not limited to diarrhea, vomiting, fever, sore throat with fever, etc.
- Teammates must inform their supervisor/manager if they are diagnosed with, have been exposed to, or are the suspected source of a confirmed outbreak of any disease transmittable through food. This includes the symptoms and conditions identified and posted on the websites for the U.S. Department of Health

and Human Services, Centers for Disease Control and Prevention and the U.S. Food and Drug Administration.

Teammates must notify their supervisor/manager of any of the above conditions prior to reporting to work or, if already at work, immediately following their knowledge of symptoms, diagnosis, or exposure. The supervisor/manager will promptly determine whether to restrict or exclude the Teammate from handling food. Teammates restricted or excluded from handling food may be placed in a temporary, alternative assignment, may use accrued time off, or may apply for a leave of absence or other accommodation.

To return to work in a position requiring the handling of food, Teammates having had a confirmed diagnosis or suspected exposure to any of the highly infectious conditions mentioned above, must provide their supervisor/manager with a letter from a medical provider clearing them for return to work as a food handler, with or without an accommodation. Medical information pertaining to a Teammate will be kept strictly confidential and will be maintained in a separate medical file maintained by the Workplace Accommodations and Leave of Absence teams. For additional information and/or to request an accommodation, Teammates should visit Advantage Benefits at [AdvantageBenefits.net](http://AdvantageBenefits.net).

## **Occupational Injury and Illness**

The Company seeks to reduce occupational injuries and illnesses through its focus on workplace safety. Through a variety of proactive measures, the Company:

- Seeks to prevent accidents and other situations that may lead to workplace injuries or illnesses.
- Fosters efficient case management of filed claims.
- Endeavors to return Teammates to work as soon as possible where they are able to do so.

Occupational accidents, injuries and/or illnesses, no matter how minor, must be reported by the Teammate to their supervisor or other member of management within 24 hours of the incident. In addition, within 72 hours of the reported injury or illness, the Teammate's supervisor/manager must promptly complete an "Incident Investigation Report Form." Reporting information is located on the Safety and Workers' Compensation page on the Company intranet.

Teammates are encouraged to review the Company's Time Away policies to better understand what other types of paid time away may be provided as a matter of Company policy (e.g., vacation, sick time and floating holidays) and/or leaves of absence (under federal or state law or Company policy) that may concurrently apply to any absence due to a workplace injury or illness.

The Company is committed to working together with its Teammates to enable those who have incurred a workplace injury or illness to return to work in their previous position. Subject to business needs, applicable law and any restrictions the Teammate may have, the Company may place a Teammate in an alternative position upon return to work. If a Teammate is unable to perform their previous job or an alternative job, with or without an accommodation, the Teammate's employment may be subject to termination, as permitted by applicable law. Teammates who believe they may need an accommodation to perform their job duties following a workplace injury/illness are encouraged to access the Workplace Accommodations section on Advantage Benefits at [AdvantageBenefits.net](http://AdvantageBenefits.net) to learn more about the process for requesting a reasonable accommodation and to submit a request for review.

## **Solicitation / Distribution**

No Teammate may engage in solicitation activities during their working time or during the working time of the Teammate at whom such activity is directed.

No Teammate shall distribute or circulate any non-work written or printed material in work areas at any time, or during their working time or during the working time of the Teammate(s) at whom such activity is directed. Teammates may distribute or circulate any written or printed material only in non-work areas, during non-working times.

Under no circumstances will non-Teammates be permitted to solicit or to distribute written material for any purpose on Company property.

Teammates should not use Company property to make, distribute, or circulate solicitation. This includes, but is not limited to, Company networks, email addresses, Teams' accounts, computers, phones, etc.

As used in this policy, "working time" includes all time for which a Teammate is paid and/or is scheduled to be performing work for the Company. It does not include break periods, meal periods, or periods in which a Teammate is not performing services or work for the Company.

## Parking

Parking is generally available at each workplace in areas designated for Company parking. The Company will not reimburse Teammates for parking tickets. The Company will not be liable for fire, theft, damage, or personal injury involving Teammates' vehicles or their contents. Teammates are advised to always lock their vehicle doors.

## Visitors in The Workplace

To provide for the safety and security of Teammates and the facilities of the Company, only authorized visitors are allowed in the workplace. All visitors must enter Company facilities at the reception area and sign-in as directed. Authorized visitors will receive directions or be escorted to their destination. Teammates are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Company's premises, Teammates should immediately notify their direct supervisor/manager or, if necessary, guide the individual to the reception area.

## Smoke-free Workplace

In keeping with the Company's intent to provide a safe and healthful work environment and in compliance with applicable federal and state laws, smoking is prohibited throughout the workplace, within a reasonable distance from outside entrances and in Company vehicles. The policy applies to all Teammates, clients, customers, consultants and visitors.

Smoking includes any kind of tobacco use, vaping and/or e-cigarettes. There are no exceptions to this policy.

Smoking is only permitted during break times and only in designated areas outside Company buildings. Teammates using these areas are expected to dispose of any smoking debris safely and properly.

Teammates found in violation of this policy will be subject to disciplinary action. Teammates who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor/manager. No Teammate will be disciplined or retaliated against for reporting smoking that violates the law or Company policy.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous and/or toxic materials, you are expected to comply with all applicable laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety procedures to follow, please discuss them with your manager before handling the materials.

## **Inclement Weather / Office Closure**

At times, emergencies such as severe weather, fires, power failures or earthquakes, can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility or a field-based Teammate's work territory. Management will determine if the office or territory will be closed.

When hazardous conditions or severe weather occurs during the day, the senior leader or management within the location will decide whether to close early. In the event the Company closes early due to hazardous or severe weather, non-exempt Teammates will be paid for hours worked only and will otherwise be paid in accordance with applicable federal and state law.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid, up to a maximum of three days in any calendar year, subject to executive leadership approval.

When the Company is open, but a Teammate is unable to report to work because of hazardous or severe weather, the Teammate should report any delay or absence to their supervisor/manager at the earliest possible time. Teammates will be required to use accrued vacation time on days when the Company is open, but the Teammate does not report to work because of inclement weather. For Teammates that do not have vacation available, non-exempt Teammates will be paid only for time worked and exempt Teammates will not be paid for full-day absences due to inclement weather. If the office remains open, Teammates must make a reasonable effort to report to work as scheduled. Teammates should not take unnecessary risks to report to work in unsafe conditions.

## **Technology Policy**

The purpose of this policy is to address computer, email and internet use by Teammates of the Company and to provide guidelines for the proper use of Company computer network and communications systems.

- The Company provides Teammates with access to its computer system and networks primarily for use in conducting Company business. By using the Company's network and computer systems, Teammates are providing their consent to having their activity and Company-provided email and accounts accessed, monitored, reviewed, recorded and stored without notice. Thus, at no time should employees believe that they have any expectation of privacy while using any of the Company's network and computer systems.
- All computers, computer networks and systems provided by the Company are the property of the Company. Teammates should not assume emails sent from their Company provided email address are confidential or private, even when a password is used to access the account or the term "confidential" appears in the subject line. The Company may access the computer network and systems and review communications within the system for any purpose the Company deems appropriate, with or without providing prior notice to the Teammate. The Company will not monitor Teammates for any unlawful purpose or in a manner that chills the rights of statutory Teammates to engage in activity protected by Section 7 of the National Labor Relations Act.
- The use of the internet, email, or any other electronic resource to send, save, access or view obscene, harassing, discriminatory, violent or threatening material is strictly prohibited by the Company. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific

comments or any comments, jokes or images that would offend someone based on race, color, sex, sexual orientation, gender identity, age, national origin or ancestry, disability, or any other characteristic protected by applicable law.

- Teammates' use of email and the internet should be primarily limited to Company business during working time. However, the Company does not prohibit Teammates from using their work email system for non-business purposes when they are not on working time, such as during breaks. Every site visited can determine the identity of the visitor. For this reason, Teammates should exercise sound judgment and discretion when accessing the internet.
- Teammates should be thoughtful and professional in all their communications and dealings with others on the telephone, email and social media. Teammates should not harass, threaten, libel or defame fellow professionals, Teammates, clients, competitors or anyone else using Company computer resources.
- Computer viruses reside on the internet. Teammates should not download unauthorized software, programs or materials without the prior approval of the Information Systems & Technology department. Teammates should not open email attachments from recipients they do not recognize. Even if the Teammate knows the sender, Teammates should not open any attachments that are not referred to in the email or have atypical names, as it may have been transmitted maliciously.
- If a Teammate believes that their computer has been affected by a virus, the Teammate should contact the Information Systems & Technology department immediately.
- Teammates should not share their computer passwords with anyone outside of the Information Systems & Technology department as this could allow non-Teammates to access the Company's sensitive information.
- The Company's electronic communications are the property of the Company. The Company may store electronic communications for a period of time after the communication is created. Communications may be stored in the system, deleted, printed or otherwise used for any purpose. Teammates should delete emails on a regular basis, unless instructed otherwise. The Company will purge emails that have not been archived according to the schedule established by the Information Systems & Technology department.
- Company systems shall not be used to send or receive copyrighted materials, software, trade secrets, proprietary information, or similar materials without proper authorization. This includes (but is not limited to) clips, photos, movies and music.
- The Company's electronic resources must not be used for solicitation purposes during working time. The Company's non-solicitation rule applies to the use of electronic resources.
- This policy in no way prohibits Teammate communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Teammates to speak with others about their wages and other terms and conditions of employment.

Prior to or upon separation of employment, no Teammate shall print, forward, transmit or remove any information whatsoever from the Company's Computer Systems, without written permission from management. Also, upon separation of employment, all Company-provided phones, computers and other equipment must be returned. Once the device is returned to IT, all data on the device will be erased. Teammates are not permitted to forward to themselves or otherwise save or print any the Company data, including emails, business contacts, customer lists, or other information. If you do not return the device to the IT Department prior to leaving on your last day, the Company reserves the right to electronically "cleanse" your mobile device, which will remove all data from the phone. Failure to return the device when required to do so may have additional legal consequences.

Failure to comply with all aspects of this policy may lead to disciplinary action up to and including termination of employment. For clarification, additional details or further information on this policy, contact your supervisor/manager, Human Resources or the Information Systems & Technology department page located on the Company intranet.

## **Use of Mobile Phones and Devices While Driving**

Teammates who drive for business reasons and use a Company or personal mobile telephone or device, are expected to put safety first. Therefore, for your safety, the safety of others and for the safeguarding of Company property, Teammates are not to use Company or personal mobile telephones or devices while driving for Company business. This includes all mobile telephone and device functionalities including talking, texting, retrieving or viewing messages, emails or data. If you need to use a mobile telephone or device at a time when you are driving, you must do so when you reach your destination, or pull over and safely and legally park before using the mobile telephone or device. Teammates may use a hands-free mobile device while driving where applicable state or local law has a hands-free driving law in place. In such situations, Teammates must adhere to the requirements of such laws.

Teammates who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company mobile telephones or personal devices while driving for business will be solely responsible for all liabilities and fines that result from such actions to the extent permissible under applicable law and may be subject to discipline, up to and including termination from employment.

Teammates whose job responsibilities do not specifically include driving as an essential function, but who are issued a Company-provided mobile telephone for business use or who use their personal mobile telephone for business use, are also expected to abide by the provisions of this policy.

## **Unauthorized Recordings**

The Company recognizes the need to comply with state law and to protect its confidential, proprietary information from unauthorized disclosure while also avoiding deceptive practices that do not promote honest, ethical standards of business conduct. As such, the Company prohibits the unauthorized or secret recording in any restrooms or changing areas and/or when confidential, proprietary, trade secrets or personal information belonging to the Company or its Teammates, customers or clients is being discussed or revealed.

Teammates are required to comply with all applicable federal, state and local laws regarding recording, including laws pertaining to two-party consent where applicable.

This policy is not intended and should not be construed to interfere, infringe, or restrain Teammate rights protected by Section 7 of the National Labor Relations Act or by any applicable federal and state whistle-blowing and wiretapping laws.

## **Clean Workspace**

All Teammates are expected to keep their work areas clean and organized. Common areas such as lunch rooms, locker rooms and restrooms should be kept clean by those using them. As a common courtesy to others, please clean up after meals and dispose of trash properly.

### **Acknowledgement of Receipt**

I have received a copy of the Company's Handbook and the applicable Supplement(s) for the locations in which I work. I agree to read it and to comply with the policies and procedures described in the Handbook and Supplement(s). If I have any questions regarding any of the Handbook's provisions, I will consult with my supervisor, manager or Human Resources. I understand that if I do not follow the policies and procedures contained herein that I may be subject to disciplinary action, up to and including termination of employment.

I also understand that this Handbook is the most up-to-date version of the Company's policies and procedures and replaces any prior written and oral communications about the subjects contained in it.

I acknowledge that my employment relationship with the Company is "at-will", meaning that, regardless of anything contained in this Handbook and regardless of any custom or practice, either I or the Company may terminate my employment at any time, for any reason or no reason, with or without cause, and with or without procedural requirements. I understand that no representatives of the Company, other than the CEO in a writing signed by him/her/them, may enter into any agreements, or make any representations, written or oral, to alter my at-will status or otherwise create any contractual obligation between me and the Company.

I further acknowledge that this handbook and the policies contained herein are not intended to create (and shall not be construed as creating) a contract (express or implied) for employment between the Company and any Teammate and that said policies can be modified by the Company at any time, with or without notice to me, in its sole and absolute discretion.

By signing below, I acknowledge that I have received and will abide by the Company's Handbook and all the policies within it, including those on harassment, discrimination, retaliation, and bringing complaints regarding the same..

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PRINTED TEAMMATE NAME

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TEAMMATE SIGNATURE

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DATE

## KEY RESOURCES

<b>Anonymous Reporting Hotline</b>	<a href="http://adv.ethicpoint.com">http://adv.ethicpoint.com</a> or (888) 325-7882
<b>HR Shared Services</b>	<a href="https://advantageprod.servicenow.com/now/nav/ui/classic/params/target/esc">https://advantageprod.servicenow.com/now/nav/ui/classic/params/target/esc</a> or call (888) 900-4276
<b>Teammate Resources</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/AssociateResources.aspx">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/AssociateResources.aspx</a>
<b>Benefits</b>	<a href="http://www.advantagebenefits.net/">www.advantagebenefits.net/</a>
<b>Company Intranet</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages&gt;Welcome.aspx?wa=wsignin1.0">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages&gt;Welcome.aspx?wa=wsignin1.0</a>
<b>Expense Management</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Travel%26Expenses.aspx?web=1">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Travel%26Expenses.aspx?web=1</a>
<b>Human Resources</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/HumanResources.aspx">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/HumanResources.aspx</a>
<b>Leave of Absence</b>	<a href="http://www.advantagebenefits.net/">www.advantagebenefits.net/</a> Refer to Work/Life, Leave of Absence
<b>Legal Department</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Legal.aspx">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Legal.aspx</a>
<b>Military Leave</b>	<a href="http://www.advantagebenefits.net/">www.advantagebenefits.net/</a> Refer to Work/Life, Leave of Absence
<b>Payroll Services</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Payroll-Services.aspx">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Payroll-Services.aspx</a>
<b>Policies &amp; Procedures</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Policies-&amp;-Procedures.aspx?web=1">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Policies-&amp;-Procedures.aspx?web=1</a>
<b>Safety &amp; Workers' Compensation</b>	<a href="https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Safety-WorkersCompensation.aspx">https://advantagesolutionsnet.sharepoint.com/sites/ConnectsHub/SitePages/Safety-WorkersCompensation.aspx</a>
<b>State Supplements to the ADV Teammate Handbook</b>	<a href="https://advantagesolutionsnet.sharepoint.com/:b/s/ConnectsHub/EbDZjA8iXNBPpLNA6TIK4hoBcASkyRqcleObFNuKmBx0hA?e=1SQd4k">https://advantagesolutionsnet.sharepoint.com/:b/s/ConnectsHub/EbDZjA8iXNBPpLNA6TIK4hoBcASkyRqcleObFNuKmBx0hA?e=1SQd4k</a>
<b>Workplace Accommodations</b>	<a href="http://www.advantagebenefits.net/">www.advantagebenefits.net/</a> Refer to Work/Life, Workplace Accommodations