



**CAPTRUST**

**EMPLOYEE HANDBOOK**

**03.03.2023**

## **IMPORTANT NOTICE – DISCLAIMER**

**THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF CAPFINANCIAL PARTNERS, LLC d/b/a CAPTRUST (“CAPTRUST” OR THE “COMPANY”). THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY CAPTRUST AT ANY TIME, WITH OR WITHOUT NOTICE.**

**THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.**

**THIS HANDBOOK DOES NOT IN ANY WAY ALTER THE EMPLOYMENT STATUS OF CAPTRUST EMPLOYEES, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY THE EXECUTIVE COMMITTEE OF CAPTRUST.**

**EMPLOYEE ACKNOWLEDGMENT**

**I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS “AT-WILL” AS DEFINED ABOVE.**

\_\_\_\_\_

**Employee's Signature**

\_\_\_\_\_

**Employee's Name (please print)**

\_\_\_\_\_

**Date**

Welcome to CAPTRUST,

You are an integral part of our company's future, and we are thrilled to have you on our team. As a new colleague, you have a great opportunity to have a meaningful and enjoyable career—so let's get started.

CAPTRUST is a special place for many reasons. We have been blessed with a long history of growth and success and have ambitious plans to accelerate our success well into the future. It is without question that the key ingredient to our past success is found in our company culture. Over the years we have diligently pursued the development of a cohesive team of talented and hardworking colleagues aligned by shared values, aspirations, and accountability. We also believe that building and sustaining the right culture will have the greatest impact on our future, enabling us to execute on opportunities, endure adversities, enjoy our work, and balance our lives.

The goal of this handbook is to introduce you to the ethos of our culture and to inform you of what you will be expected to understand, embrace, and contribute as a fellow colleague. Please pay special attention to the following expectations of all CAPTRUST colleagues:

We are a mission-led firm. Read and embrace our Mission Statement so that you will understand the ennobling purpose of our company and what you can do to help us achieve our mission.

We are dedicated to the highest ethical standards and moral conduct. Read our Statement of Core Values; you will be expected to understand and embrace these values in everything you do.

The company you join today bears little resemblance to the early days of our inception. CAPTRUST started from scratch, an entrepreneurial venture with very humble beginnings. Many of the colleagues who walk the halls today have made great sacrifices, working countless nights and weekends and enduring extremely difficult and unsure times. Be sure to show the respect due those who paved the way for you long before you ever heard the name CAPTRUST.

We are a meritocracy. If you work hard and make special contributions, you will be recognized and rewarded.

"One Brick at a Time" is an internal mantra you will hear often. It represents our long-term commitment to building a world-class organization the only way we know how: one brick at a time.

We believe in sharing the rewards of success with our colleagues. We are an employee-owned company, and you have the opportunity to become a shareholder. It is my hope that one day you will.

We believe in aiming for the highest standards of professional conduct and performance. The CAPTRUST Way is our internal code of conduct that represents our standard for excellence in everything we do. It demonstrates our commitment to a strong and established set of values, beliefs, and attitudes. The basic premise of The CAPTRUST Way is that in order to be great, we must each elevate the greater purpose of the team over our own self-interest.

As you can see, we have high standards for you and everyone who represents CAPTRUST. We are proud of what we have accomplished in our past but believe our best days are ahead of us. As a new CAPTRUST colleague, you have the opportunity to be a great contributor and valuable member of our team. That is my sincere hope for your future and career.

Welcome to your new team,

J. Fielding Miller, Co-Founder and CEO

## THE CAPTRUST CORNERSTONE

The CAPTRUST Cornerstone was developed in the spring of 2004, when the entire firm collaborated in an initiative to memorialize what our company stands for, where we are going, and where we have been. The result was the creation of the CAPTRUST Mission Statement, Core Values, and the CAPTRUST Way. The idea behind publishing these formal statements was to create a path for all colleagues – present and future – to follow in their interactions with clients, business partners, and stakeholders of the firm.

### Mission

By design, we are a mission-led organization. We are dedicated to delivering on our company mission:

To enrich the lives of our clients, colleagues, and communities through sound financial advice, integrity, and a commitment to service beyond expectation.

We expect all our colleagues to embrace and deliver on our mission every day.

### Core Values

The CAPTRUST Core Values capture our firm's collective heartbeat and represent the principles that direct how we serve our clients, relate to our colleagues, interact with our vendors and partners, and address our communities. You will be expected to adhere to these ethical commitments in all your actions as a CAPTRUST colleague:

Accountability - Individually and as a company, we accept responsibility for our actions and decisions. We embrace our role as trusted financial advisors and fully understand our obligation to be vigilant stewards of all that is entrusted to us.

Integrity - We conduct ourselves with honesty and fairness at all times and in all circumstances. We do what is right.

Respect - All individuals are worthy and valuable. All points of view deserve thought and consideration. We acknowledge everyone's right to dignity and use courtesy, civility, and deference in all our interactions.

Collaboration - All individuals associated with CAPTRUST make worthwhile contributions to our success. We cooperate with one another, share information, solicit ideas and opinions, and appreciate everyone's active engagement with our firm.

Community - We have a profound responsibility to share our success. We contribute time, money, and energy to our communities and assist those in need, particularly underprivileged children.

### CAPTRUST Way

The CAPTRUST Way is our firm's standard for excellence. It represents our commitment to a strong and established set of core values, beliefs, and fundamentals. Collectively, we promote a unique culture

characterized by trust, loyalty, and dedication to the highest level of professional conduct. We challenge ourselves to serve a greater purpose than our own self-interest, because we recognize the importance of building something highly valued and worthwhile – something bigger than ourselves.

The CAPTRUST Way is demonstrated every day in the manner in which we present ourselves to clients, colleagues, communities, and vendors alike. Presentation and attention to detail speak volumes of who we are and the firm we represent. Simple things can make big differences – especially when someone is forming a first impression of CAPTRUST. How we act, how we sound, how we look, how we present, how we deliver – all must exemplify the CAPTRUST standard of excellence. There can be no exception.

By embracing The CAPTRUST Way, you make a personal commitment to excellence on the job, at home, and as a member of your community. Please refer back to this document as a resource throughout your career at CAPTRUST.

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# 1 Employment Matters

## 1.1 At-Will Employment

Your employment with CAPTRUST is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice, and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice, and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Chief Executive Officer, President, or the Chief Human Resources Officer has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing, stating it is a contract of employment, and signed by the Chief Executive Officer, President, or the Chief Human Resources Officer.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 1.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or posted on the intranet.

## 1.3 Ethical Behavior

CAPTRUST will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

Unethical behavior can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

## 1.4 Equal Employment Practices Updated March 3, 2023

Equal Opportunity Statement

The Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex (including pregnancy, childbirth, or other related medical conditions), gender, race, (including hair texture or styles associated with race), religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of Equal Employment Opportunity.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager, Employee Relations, Chief Human Resources Officer, or any member of the Executive Committee.

#### Harassment and Discrimination-Free Workplace / Non-Retaliation Policy

The Company is committed to maintaining a professional work environment in which all individuals are treated with respect. Accordingly, The Company has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex (including pregnancy, childbirth, or other related medical conditions), gender, race (including hair texture or styles associated with race), religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws or because an individual complained of harassment or discrimination. All forms of wrongful harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual harassment is the most well-recognized form of unlawful harassment and may involve individuals of the same or opposite sex. Sexual harassment is verbal or physical conduct of a sexual nature that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with equal employment opportunities for employees. Such conduct is specifically prohibited. Unlawful sexual harassment includes, but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Although not an exhaustive list, the following are examples of conduct prohibited by CAPTRUST's Harassment-Free Workplace Policy:



- Engaging in offensive, sexual, or overly-familiar touching or any other physical interference with normal work or movement;
- Requests for sexual favors;
- Continued or repeated verbal abuse of a sexual nature about an individual or their appearance;
- Threatening or suggesting that continued employment, advancement, assignment, or earnings depend on whether the employee will submit to or tolerate harassment or sexual contact;
- Viewing, displaying, or circulating discriminatory or sexually explicit or suggestive materials, including without limitation: cartoons, calendars, drawings, and emails;
- Jokes, pranks, or other humor that is demeaning or hostile with regard to individual's sex, gender, race, religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws;
- Epithets, slurs, quips, or negative stereotyping that relate to individual's sex, gender, race, religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws;
- Threatening, intimidating, or hostile acts that relate to individual's sex, gender, race, religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws;
- Written or graphic material (including graffiti) that denigrates or shows hostility or aversion toward an individual or group because of individual's sex, gender, race, religion, color, national origin, ancestry, physical or mental disability, genetic information, age, sexual orientation, gender identity, gender expression, protected veteran status, or any other status protected by federal, state, or local laws and that is placed on walls, bulletin boards, computers, or elsewhere on Company premises, or circulated or displayed in the workplace;
- Actions that create an intimidating, hostile, or offensive work environment based upon any legally protected characteristic; or
- Retaliation, which can include harassing behavior, is an adverse action one takes against another person because that person complained of unlawful discrimination or harassment or otherwise engaged in a legally protected activity.

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

#### Reporting Discrimination, Harassment, or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, you must immediately take the following actions to ensure that the Company is aware of the situation:

1. If comfortable doing so, firmly confront the harasser and ask them to stop. If possible, have a witness present.
2. If the harassment or retaliation continues, or if the complainant is uncomfortable with the above, immediately report it to your Manager, Employee Relations or the Chief Human Resources Officer. If, for any reason, you feel uncomfortable reporting the fact to your Manager or Human Resources, you may report the facts to the Chief Human Resources Officer, or any member of the Executive Committee.

All complaints will be investigated promptly. In investigating complaints, CAPTRUST will attempt to maintain confidentiality to the greatest degree possible without impeding the investigation process. CAPTRUST encourages employees to report any incidents of harassment or retaliation and it assures you that no individual will suffer retaliation or reprisal as a result of making such a complaint. Prompt, effective remedial action will be taken where appropriate, based on the results of the investigation. Further, any employee who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination. Any violation of this policy, including inappropriate actions or failure to act, may result in corrective action, up to and including termination of employment.

CAPTRUST will take appropriate steps to ensure all employees are aware of this policy and their obligation to comply with it. Employees with questions about this policy, or about their responsibility, should discuss them with any Manager on the Human Resources team.

## 1.5 Employment of Persons with Disabilities

CAPTRUST is committed to ensuring equal employment opportunity for qualified individuals with disabilities. The Americans with Disabilities Act (“ADA”) prohibits discrimination against qualified individuals with disabilities. The ADA defines “disability” as a physical or mental impairment that substantially limits one or more of the major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

CAPTRUST recognizes its duty to provide reasonable accommodations to qualified individuals with known disabilities. It is your responsibility to inform CAPTRUST if you feel that you are disabled and that an accommodation is needed for you to perform the essential functions of your position. If you feel that such an accommodation is needed, please talk with the Human Resources Benefits Team. On receipt of an accommodation request, CAPTRUST will engage in the interactive process with the employee to discuss possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in undue hardship on the operation of the Company will be considered for any employee with physical or mental disabilities where the disability affects the ability to perform the essential functions of the job.

### Employment of Pregnant Employees

CAPTRUST is committed to ensuring equal employment opportunity for employees who are affected by a temporary disability resulting from pregnancy, childbirth, or related medical conditions.

CAPTRUST recognizes its duty to provide reasonable accommodations. It is your responsibility to inform CAPTRUST if you feel that an accommodation is needed for you to perform the essential functions of your position. If you feel that such an accommodation is needed, please talk with any Manager on the Human Resources team. Reasonable accommodations which do not result in undue hardship on the operation of the Company will be considered for any employee where the temporary disability affects the ability to perform the essential functions of the job.

## 1.6 Personal Standards of Conduct

CAPTRUST wishes to create a work environment that promotes accountability, integrity, respect, collaboration, and community for all our colleagues, clients, and the communities which we serve. We all share in the responsibility of maintaining and improving the quality of our work environment.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a sample list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Insubordination;
- Dishonesty;
- Violation of the policies and procedures set forth in this handbook;
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances;
- Being under the influence of alcohol and/or illegal drugs during working hours on Company property or on Company business, with the exception of company sponsored events where alcohol is served. It is never acceptable to operate a company vehicle under the influence of alcohol and/or illegal drugs;
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to job applications, personnel files, employment review documents, compliance documents, intra-company communications, or expense records;
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization;
- Fighting with, or wrongful harassment of, any fellow employee, vendor, or client;
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, client and prospect lists, patents, trademarks, etc.) of the Company or its clients, prospects, contractors, suppliers, or vendors;
- Refusal or failure to follow directions or to perform a requested or required job task;
- Smoking (including vaping) in non-designated areas; or
- Violation of our Equal Employment Practices.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act or to modify the at-will nature of your employment with the Company.

Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Similarly, employees may be subject to discipline for poor performance and violation of other policies and procedures. The type of disciplinary action that may be imposed may range from verbal warning, to written warning, to suspension, and/or termination of employment. Nothing in this Handbook creates an obligation to follow any particular disciplinary procedure. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on the particular facts of each situation. This policy in no

way implies any kind of contract or obligation to follow any particular disciplinary procedure. This policy does not alter the employment at-will relationship.

## 1.7 Conflict Resolution

CAPTRUST strives to provide a comfortable, productive, legal, and ethical work environment. If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, clients, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns in writing to next level management or any Manager on the Human Resources team. Of course, if the situation violates our Equal Employment Practices, follow the reporting procedure set forth above – Reporting Discrimination, Harassment or Retaliation (see Section 1.4 Equal Employment Practices).

## 1.8 No Workplace Privacy and Right to Inspect

CAPTRUST property, including but not limited to, phones, computers, tablets, email accounts, browser search history, software, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence. Employees do not have an expectation of privacy in their use of any CAPTRUST property or system and all employees must comply with Company policies regarding the use of such property and systems.

## 2 Code of Business Conduct

### 2.1 Introduction

It is the inviolate policy of the Company that all employees, officers, and directors comply with all applicable laws where we operate and behave in an ethically responsible manner. Everyone is expected to be honest and ethical in their dealings with other employees and business partners and to carry out the Company's business in a diligent, professional, and loyal manner. If you have any questions about what is required ask your Manager, the Chief Human Resources Officer, or any member of the Executive Committee.

You have a personal obligation to observe both the letter and spirit of this Code of Business Conduct ("Code") and to assist the Company in implementing this Code in the workplace. Legal compliance and ethical conduct are everyone's responsibility. The Company is prepared to report to the appropriate authorities the existence of violations of law discovered or made known to it.

You are required to promptly report any suspected or actual violation of law, this Code, or Company policy by any employee, officer, or director of the Company or by any third party involved in the Company's business to your Manager, the Chief Human Resources Officer, or any member of the Executive Committee. You also have an obligation to cooperate with any investigation into violations of law, this Code, or Company policy. Any violation of this Code, including inappropriate actions or failure to act, may result in corrective action, up to and including termination of employment. The Company strictly prohibits retaliation against anyone who, in good faith, reports a suspected or actual violation of law, this Code, or Company policy or who participates in a Company investigation based on the individual's participation in the investigation. Anyone who engages in retaliatory conduct will be subject to discipline, including termination of employment or engagement with the Company.

### 2.2 Relationships with Competitors/Antitrust Concerns

The Company acts independently and sells its products and services fairly and honestly on the basis of price, quality, and service. All employees are prohibited from entering into any discussions, formal or informal agreements, or understandings with competitors regarding any aspect of the Company's business, including pricing, costs, salaries, terms of sale, market share, bidding, methods of distribution, or proprietary and/or confidential commercially sensitive information of the company or its clients or prospects. Where conduct is unavoidable and serves a legitimate business purpose, such as in connection with trade association meetings, discussion of joint business, or research ventures and the like, consult the Compliance Department for more information.

### 2.3 Conflicts of Interest

As an investment adviser registered under the Investment Advisers Act of 1940, CAPTRUST is required to disclose any actual or potential conflicts of interest to regulators, clients, and prospective clients. Consequently, any job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale that may give rise to any actual or potential conflict of interest between you and any clients, competitors, suppliers, distributors, or contractors to the Company must be promptly disclosed to the Compliance Department.

## 2.4 Anti-Bribery Policy

At CAPTRUST, we are committed to maintaining a pristine reputation for providing completely objective advice to our clients. Our policy is to never accept anything of any value from an investment manager or service provider – this includes but is not limited to “pay-to-play” arrangements, sponsorships of company events, meals, trips, or corporate swag – not even something as seemingly insignificant as a logo-ed golf ball. (a.k.a. the CAPTRUST “No Golf Ball” Rule).

The Company competes for business based on the merits and quality of its services and products. Bribery or corruption will not be tolerated, regardless of where we do business and regardless of local practices. Never provide or accept anything of value that could be perceived as a bribe to obtain or retain business, to provide preferential service, or to waive any requirement. Trust and confidence in our integrity and ethical business practices are of paramount importance to the communities we serve and the viability of our Company. You must be particularly careful in your dealings with municipalities and other government entities, including any officials and employees of such entities. The giving of gifts, hospitality, and other business courtesies which may be accepted and customary for commercial customers may be prohibited by government policy or even illegal when dealing with governmental officials. Making improper payments through third parties also is prohibited. Strict compliance with all applicable bidding procedures is required. Any questions regarding this policy should be referred to the Compliance Department.

Please review the policy on Gifts, Gratuities and Entertainment which can be found in My Compliance Office. All Gifts & Entertainment received by or given from a CAPTRUST Employee are required to be promptly logged on CAPTRUST’s Gifts & Entertainment Log.

## 2.5 Accurate Financial and Business Records

Financial statements published by the Company must accurately reflect the Company’s financial position. Additionally, all Company books and records must be truthful and accurately reflect the underlying transactions. Expenses including meals and entertainment must be properly documented and comply with the Company’s Travel and Expense Policy. Improper or fraudulent accounting, documentation, or financial reporting is strictly prohibited. Violation of this policy will result in appropriate disciplinary action, up to and including termination of employment or engagement.

## 2.6 Money Laundering

The Company will not be a party to any agreement or action which violates the money laundering laws of the U.S. or any country where our suppliers or clients conduct business. Where questionable financial transactions involving the transfer of cash or cash equivalents are requested, prior review and approval of the Chief Compliance Officer is required.

## 2.7 Lobbying

No person shall undertake on behalf of the Company to influence federal, state, or local officials to act, or refrain from acting, with respect to legislation or other policy decisions without the approval of the Chief Executive Officer. No person is authorized to lobby on behalf of the Company and any request to do so should be referred to the Chief Executive Officer.

## 2.8 Political Contributions

The Company prohibits the use of corporate funds for contributions or payments to any political candidate, or holder of a political office, for any federal or state position. At the federal level and in some states, it is a crime to use corporate funds for such purposes. This includes the furnishing of services by the Company. Additionally, regulatory compliance rules impact employees giving to political parties or candidates of their choice on their own behalf. Seek counsel from the Compliance Department regarding your individual situation.

## 3 Hiring

### 3.1 Employment of Relatives

If you or your immediate family members are employed by the company, one should not supervise the other in most cases. Immediate family members working in a supervisory/subordinate relationship may create the perception of bias or favoritism. If the employees are unable to develop a workable solution, Human Resources will decide if the supervisory relationship may continue and if not appropriate, which employee will be transferred, or if necessary, terminated to avoid a violation of this policy.

### 3.2 Posting of Openings

New job openings generally will be posted on our careers page. These postings may be available both to internal and external applicants.

### 3.3 Applying Internally for a New Role

CAPTRUST offers all employees the opportunity to apply for positions after being successful in their current position. Job openings throughout CAPTRUST will be advertised on the company website. As a professional courtesy, you are encouraged to tell your manager before applying. The employee's eligibility for a transfer or promotion will be determined by the requirements of the new job. An employee selected for a position through the interview process may be retained in the former position until a replacement is obtained, or satisfactory arrangements are made with the present department. Promotions should be effective with the beginning of a pay period unless an extenuating circumstance has been approved by a Manager in Human Resources. Employees with a formal performance plan generally are not eligible for lateral or promotional opportunities.

### 3.4 Employee Referrals

All CAPTRUST employees, except Managing Directors and above, Human Resources personnel, and managers with hiring authority over the referred candidates, are eligible for the referral bonus for retaining a new regular employee (former employees excluded). Key criteria to earn the referral bonus include: Must be the first eligible employee to refer the candidate to Human Resources; the referring employee and referred new employee must be employed and in good standing when the referral bonus is earned. The referral is earned on the referred employee's 90 days of employment. Please review the Company's intranet page or contact the Human Resources Recruiting Team for the current referral bonus amount.

### 3.5 Employment Authorization Verification

New hires will be required to complete Section 1 of the federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with CAPTRUST. If you are currently employed and have not complied with this requirement, or if your status has changed, you must promptly inform Human Resources.



If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Providing false identification as eligibility to work in the United States is grounds for immediate dismissal. Failure to provide acceptable documentation of your identity and eligibility to work within three (3) business days of your first day of employment may result in your termination. Similarly, employees who falsify information during the hiring process, including the employment application, will be subject to termination regardless of when the falsification is discovered.

### 3.6 Background Checks

All offers of employment at CAPTRUST are contingent upon clear results of a thorough background check. Background checks will be conducted on candidates offered a role. CAPTRUST also reserves the right to conduct background checks on all employees throughout their employment with CAPTRUST on a five-year schedule and as necessary.

Background checks may include:

- Compliance Check: FINRA fingerprinting and of review of U4 and U5 documents (when applicable)
- Social Security Verification: validates the applicant's Social Security number, date of birth, and former addresses
- Prior Employment Verification: confirms applicant's employment with the listed companies, including dates of employment, position held, and additional information available pertaining to performance rating, reason for departure, and eligibility for rehire. This verification will be run on the past two employers or the previous two years, whichever comes first.
- Personal and Professional References: calls will be placed to individuals listed as references by the applicant
- Educational Verification: confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received
- Credit History: Report of candidate's credit and financial history including a profile summary, collection accounts, current or previous delinquent accounts, types of credit, total indebtedness, or other reportable credit bureau-based information as available
- Professional Designation Verification: confirms the applicant's claim to hold one or more active professional designations
- Criminal History: includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position
  - The length of time since the conviction
  - The number of convictions
  - Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees, or its clients and vendors
  - Whether hiring the applicant could be considered a risk to SEC regulators regarding the Company's fiduciary responsibilities to its clients
- Motor Vehicle Records: provides a report on the individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position and when using the Company vehicle.

- Global Report (Office of Foreign Asset Control): provides a report on an applicant's foreign assets for compliance purposes
- Office of Foreign Asset Control (OFAC) Terrorist Watchlist: A search for restriction, sanction and exclusion records maintained by the Office of Foreign Assets Controls (OFAC). The list of restricted counter parties includes Specially Designated Nationals (SDNs).
- Extended Global Sanctions: A search for restriction, sanction, and exclusion records maintained by US and international legal and regulatory enforcement organizations.
- DOJ Sex Offender: The DOJ Sex Offender search is a nationwide search through the Federal Department of Justice, which includes registry data covering 49 states excluding Nevada, which is prohibited by state law, and including the District of Columbia and US territories.

## 4 General Employment Information

### 4.1 Introduction

At CAPTRUST, pay depends on a wide range of factors, including compensation surveys, individual results, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your Manager or Human Resources Payroll Team.

If an employee believes there is an error in their pay, such as an improper deduction, they should notify the Payroll Department immediately. CAPTRUST will make every effort to correct an error in a reasonable period of time. If you have any questions regarding this policy, please contact a member of Human Resources Payroll Team.

### 4.2 Employment Status

Each position is classified as either exempt or non-exempt. Exempt employees are supervisors, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Exempt employees meet certain duties and may be paid on an hourly or salaried basis. Non-exempt employees may be paid on an hourly or salaried basis and will be paid for all hours worked.

The Company prohibits deductions from an exempt employee's salary except as allowed by the FLSA. If an employee is aware of improper deductions from their salary, this violation should be reported immediately to the Human Resources Payroll Team. All reported or suspected improper deductions from an exempt employee's pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employee's salary, the Company will promptly reimburse the employee the amounts improperly deducted.

### 4.3 Regular Full-Time Personnel

Regular full-time employees, excluding temporary employees, are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at CAPTRUST are for regular full-time employees only. This includes holiday pay, health insurance, and other benefits coverage.

### 4.4 Regular Part-Time Personnel

All employees who regularly work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for CAPTRUST benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## 4.5 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to typically exceed six months in duration. Temporary employees can be employed on a full-time or part-time basis. CAPTRUST reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically required by law. Temporary personnel include the seasonal employment as well as interns who work throughout the year.

## 4.6 Compensation Adjustments

Depending on the financial performance of the Company, individual performance, and other factors, efforts will be made to annually consider compensation adjustments. The Company may also make individual pay adjustments due to a change of job position.

## 4.7 Promotions

Promotions are made on an equal opportunity basis according to the employee who best possesses the needed skills, education, experience, and other qualifications that are required for the job.

## 4.8 Job Descriptions

CAPTRUST maintains a job description for each position. Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. The Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees. If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

## 4.9 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site. CAPTRUST will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department head will determine, in their discretion, the positions within the department that may be suitable for telecommuting.

If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting as well as to adhering to the policies outlined in this handbook. The Compliance Department reserves the right to inspect your remote workplace with or without notice. A telecommuting arrangement may be revoked at any time at the Company's discretion. Telecommuting may be a reasonable accommodation; consult Human Resources Employee Relations Team if you are requesting telecommuting as a reasonable accommodation.

## 4.10 Attendance Policy

The Company has a simple policy on "attendance and punctuality": know what your work schedule is, show up when you are supposed to be here, do your job to the best of your ability, and stay here until you're supposed to leave. If you are going to be late to or absent from work, please notify your Manager as soon as possible. If an employee is going to be absent for any reason and has not previously obtained the approval of their Manager, the employee must use best efforts to notify their Manager before the normal start of the workday. The employee must speak to their Manager at some time during the day to discuss the nature of the absence. Failure to report in may result in the absence being deemed unapproved and considered time off without pay. Employees must report in each day during an unscheduled absence. Excessive or chronic lateness or absenteeism may result in disciplinary action, up to and including termination. The Company reserves the right to require medical verification of any absence attributed to illness.

## 4.11 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, the Company reserves the right to consider you have abandoned your job and voluntarily resigned from CAPTRUST. The Company will typically make reasonable attempts to contact you during the three-day period.

## 4.12 Hours of Work

The following are counted as hours worked in computing regular wage and overtime pay for non-exempt employees:

- Time the employee spends on the job in scheduled work
- Time the employee is required to be at their place of work
- All work performed at the direction of management for the Company

Not Counted as Hours Worked:

- Paid Time Off (PTO), holidays, other absences/leave
- Travel to and from work

## 4.13 Lactation Breaks

CAPTRUST will provide a nursing parent reasonable break time to express milk for their infant child(ren) for up to two years following the child's birth unless a greater time is permitted under applicable state or local law.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public. The employee should notify their Manager if they are requesting time to express breast milk under this policy.

Break time should, if possible, be taken concurrently with any other break time already provided.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

#### 4.14 Meal and Rest Periods

CAPTRUST strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager or Human Resources Payroll Team regarding procedures and schedules for rest and meal breaks. Non-exempt employees are prohibited from performing any work during an unpaid meal break.

#### 4.15 Overtime

If you are non-exempt, you may qualify for overtime pay. All overtime must be approved in advance by your Manager. Employees that work unauthorized overtime will be paid for such time worked but will be subject to disciplinary action up to and including termination.

At certain times CAPTRUST may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Other nonworking paid days off do not count as time worked for computing overtime.

#### 4.16 Pay Period

The standard pay period is semi-monthly for employees. Pay dates are the 15th and the last day of the month. If a pay date falls on a holiday, you will be paid on the workday before. If a pay date falls on a Saturday or Sunday, paychecks will be issued on Friday.

#### 4.17 Direct Deposit

CAPTRUST requires all employees to enroll in direct deposit, unless prohibited by applicable law. An explanation of your deductions will be available in ADP on pay days. Your financial institution has until 4 PM to deposit the funds in your account on pay days.

#### 4.18 Paycheck Deductions

CAPTRUST is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

CAPTRUST will comply with all garnishments sent through from federal and state agencies. The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact Human Resources Payroll Team.

#### 4.19 Timekeeping

CAPTRUST conforms to all state and federal regulations regarding the recording of time for employees for the purpose of calculating employee pay and benefits. Accurately recording time worked each workday on a timesheet is the responsibility of every non-exempt employee. The CAPTRUST work week covers seven consecutive days beginning on Monday and ending the following Sunday. Overtime must be approved by your Manager before it is performed. Timesheets must indicate the actual hours worked each day as well as time taken for meal or other unpaid breaks. Absences must also be described on the time sheet (i.e. paid time off, sick day, holiday, etc.).

Federal and state laws require CAPTRUST to keep accurate records of hours worked by non-exempt and hourly employees. All non-exempt and hourly employees are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 30 minutes. You are required to notify the Company of any pay discrepancies, unrecorded, or misrecorded work hours.

Do not complete the timesheet of any other employees or request that they do so for you. Be sure to indicate your days off. Non-exempt employees are prohibited from working off-the-clock. All time worked must be accurately recorded.

Falsification of time records or recording time for other employees may result in discipline, up to and including termination of employment.

#### 4.20 Travel Pay (Non-Exempt Employees) Updated March 3, 2023

The Company pays non-exempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is your normal schedule.

Travel pay will apply in the following circumstances:

1. Off-premises work location from work. Once an employee reports to work, if they are required to travel to an off-premises worksite, time spent from the time the employee leaves the work premises until the employee returns to their normal work location is counted as work time.
2. Off-premises work location from home. If an employee is required to travel to and from an off-premises worksite directly from their home, time spent for such travel, less the employee's normal commute time, is counted as work time.
3. Extended travel. If an employee is required to travel out of town for work-related purposes, the time spent traveling to and from the out-of-town location, including time spent as a passenger on an airplane, train, bus, taxicab or car, is considered work time; however, any time the employee spends engaged in personal activities (such as meal time, sleeping, sightseeing or other non-work related activities) will not count as work time.

## 5 Performance, Discipline, Layoff, and Termination

### 5.1 Performance Appraisal

CAPTRUST will make efforts to periodically review your work performance. The performance appraisal process for most roles will take place at a minimum annually, or as business needs dictate. A positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

### 5.2 Disciplinary Process

Violation of CAPTRUST policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. The Company may skip certain disciplinary steps or repeat certain disciplinary steps depending on each situation. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### 5.3 Criminal Activity/Arrests

Involvement in criminal activity during employment, whether on or off CAPTRUST property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court. Employees have a duty to report any arrests for misdemeanor or felony charges to any Manager on the Human Resources team and any Manager in the Compliance Department as soon as possible.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

### 5.4 Transfers

CAPTRUST may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your compensation may be increased or decreased consistent with the duties of your new position.



## 5.5 Voluntary Resignations

If you choose to resign from CAPTRUST we request that you provide a written two-week notice as a professional courtesy. An employee's last working day cannot be a holiday.

## 5.6 Exit Interviews

You may be asked to participate in an exit interview when you leave CAPTRUST. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated. All CAPTRUST equipment must be returned prior to your departure on your last working day.

## 5.7 Rehire After Voluntary Resignation

An employee who is rehired following a break in service of more than one year is considered a new employee from the effective date of their reemployment for PTO accrual.

For benefits, if any employee returns to work within a year, the employee will be treated as a new employee with the new hire waiting period. If the employee is rehired within 13 weeks, then the waiting period may be waived.

Employees are immediately eligible for the 401(k) plan upon rehire.

## 5.8 Final Paycheck Upon Separation from Employment

When employment ceases, the employee will receive their final paycheck on the next regular payday (or sooner, if required by state law) provided that the Payroll Department receives the notice in a timely fashion. Any outstanding financial obligations owed to the company, including any negative PTO balance and medical benefit premiums, will be deducted from the final check, as allowed by policy and applicable laws.

## 5.9 References and Verifications

Employees contacted by outside sources requesting an employment reference or employment verification for a current or former employee should not provide any information to the requesting individual or organization. Instead, employees should refer the requesting individual or organization to Human Resources. Unless required by law, CAPTRUST will only furnish or verify an employee's name, dates of employment, job title(s), and salary and pay history (if requested in writing and authorized by the current or former employee).

## 6 General

### 6.1 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at CAPTRUST must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to maintain the ability to lawfully drive and immediately notify your manager of any changes. Any changes in your driving record, including but not limited to driving infractions, must be reported to your Manager and a Manager in Human Resources.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. This is applicable to the use of personal vehicles, employer vehicles and rental cars.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions.

### 6.2 Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to your Manager and a Manager in Human Resources.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide your Manager with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

- Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### 6.3 Use of Employer Vehicles

To use a vehicle owned by CAPTRUST, the driver will have their Motor Vehicle Records pulled and be approved by Human Resources. Company vehicles are to be used for CAPTRUST business only.

If you use a vehicle owned by CAPTRUST as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your manager.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle. Please return the vehicle with a full tank of gas.

If you use a Company vehicle in the course and scope of employment, you may not operate such vehicle while:

- Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

## 6.4 Employer Sponsored Social Events

CAPTRUST holds periodic social events for employees. Your attendance at these events is voluntary and does not constitute part of your work-related duties.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi, use a rideshare service (i.e., Lyft or Uber), or appoint a designated driver.

## 6.5 No Solicitation/Distribution

In order to maintain and promote efficient operations, the Company has established rules which govern both solicitation and the distribution of written or printed materials. Failure to obey these rules may result in corrective action, up to and including termination of employment. Any employee who is in doubt concerning the application of these rules should consult with their Manager or Human Resources Employee Relations Team.

- No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees to whom such solicitation activity is directed
- No employee shall distribute or circulate any written or printed material during their working time or during the working time of the employee or employees to whom such activity is directed, or in work areas at any time
- Non-employees may not solicit or distribute any written or printed material on CAPTRUST property at any time

Working time is the time an employee is expected to be performing job duties and does not include mealtimes and/or break periods.

These rules are established for the purpose of preventing interference with work duties and apply to employees engaged in the solicitation or distribution as well as to employees being solicited or receiving distributions. These rules do not apply to activities that are part of an employee's regular job duties or that

are necessary to carry out such job duties. Also, these rules do not apply to CAPTRUST-authorized charitable solicitations and events such as CAPTRUST Community Foundation (CCF) sponsored charities and activities, pancake breakfasts and blood drives.

## 6.6 Off-Duty Use of Employer Property or Premises

Within reasonable limits, you may use CAPTRUST property for personal use. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies. Personal off-duty use of company facilities requires approval from Human Resources Employee Relations Team.

## 6.7 Open Door

At CAPTRUST, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet client needs. Discuss your ideas with your manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

## 6.8 Personal Appearance (Dress Code)

The image that we want to convey to visitors and high-profile clients is one of a world-class organization. Your personal appearance reflects the reputation, integrity, and public image of CAPTRUST. All employees are required to report to work neatly groomed and professionally dressed. You should refer to the CAPTRUST Attire Standards, found on the Company intranet, for guidance on appropriate attire. Use common sense and good judgment in determining what to wear to work. Each CAPTRUST site may set the attire standards for their office personnel based on the needs of the clients.

The Company will make every effort to reasonably accommodate employees with disabilities or with sincerely held religious beliefs that make it difficult for them to comply fully with any personal appearance policy. Contact your manager or Human Resources Employee Relations Team to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes.

## 6.9 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, CAPTRUST employees are required to protect the confidentiality of Company trade secrets (as defined under applicable state law and the Defend Trade Secrets Act of 2016), proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are

obtaining such information, you are required to inform your Manager, Human Resources, and Compliance. If applicable, additional restrictions may be included in an employment contract.

The federal Defend Trade Secrets Act of 2016 provides immunity in certain circumstances to Company employees, contractors, and consultants for limited disclosures of Company Trade Secrets. Specifically, Company employees, contractors, and consultants may disclose Trade Secrets in confidence to government agencies to report unlawful conduct and filed in a court proceeding as long as the information is filed under seal.

## 6.10 Non-Solicitation

During the term of employment and for a defined period after employment ends, certain employees are prohibited from soliciting protected clients and protected employees. Employees subject to such restrictions will be required to execute certain non-solicitation agreements.

## 6.11 Third Party Disclosures

From time to time, CAPTRUST may become involved in news stories or potential or actual legal proceedings. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the Chief Marketing Officer. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Chief Marketing Officer.

## 6.12 Consensual Relationships

The Company strongly discourages a romantic relationship between a supervisor and subordinate. If a relationship develops between a supervisor and a subordinate, transfer of either employee may be required. Any such relationship must be immediately divulged to any Manager on the Human Resources team. Failure to do so may be cause for corrective action, up to and including termination from employment. The restrictions on romantic relationships apply regardless of the sexual orientation of the employees involved. This applies equally to opposite-sex and same-sex relationships.

## 6.13 Emergency Closings

Emergencies such as severe weather, fires, or power failures can disrupt Company operations. In the event of inclement weather, you are expected to report to work on time unless the weather renders the roads impassable or dangerous or work from home if your role allows it. If you cannot make it safely to work, call your Manager and notify them as soon as possible.

If the office closes early due to inclement weather, any employees who came into work and are sent home will be paid for their regular whole workday. If operations are not officially closed and employees cannot be productive from a remote location, accrued PTO may be used.

If extreme circumstances require closing the office, we will activate the Business Continuity Plan (BCP) so as to continue service to our clients. If you are considered essential personnel as it relates to the BCP, you will be notified in advance regarding your responsibilities.

The Business Continuity Plan is located on the CAPTRUST Intranet.

## 6.14 Licensing/Designation

CAPTRUST supports its employees in their professional development by furthering skills and knowledge to enhance contributions to the organization. Required and firm-supported licenses/designations will receive reimbursement as outlined in this policy. You may be required to pay the company all or a prorated amount of the company incurred cost of obtaining the License/Designation should you leave within two years of reimbursement.

Regular full-time employees are eligible for reimbursement of costs that are pre-approved by their direct Manager and Human Resources. You must obtain advance written approval for reimbursement from your manager before you register for a license/designation in order to be eligible for reimbursement. Should you fail to obtain the license/designation for any reason, you must obtain prior written approval from your Manager before attempting to re-take the exam or requalify. You must be actively employed in good standing at the time of passing the exam or receiving the designation in order to receive reimbursement.

- Required Licenses/Designations: Specific to each job; See Manager for individual job requirements
- Firm-Supported Designations: See Human Resources Intranet webpage for a current list

Reimbursement will be received once the employee has passed the associated test for the license/designation.

## 6.15 Mail

All incoming mail is opened by a designated person at each location. Report any suspicious envelopes or packages to Facilities immediately.

## 6.16 Intellectual Property

All right, title, and interest of every kind and nature, whether known or unknown, in any inventions, intellectual property, and other developments (including any patents, trademarks, service marks, copyrights, ideas, and creations) developed by an employee while performing their duties, or relating to the Company's business, or resulting from work performed by the employee for the Company or produced through the use of the Company's property shall, as between the Company and the employee, be and remain the Company's sole and exclusive property ("Work Product"). All Work Product shall belong exclusively to the Company and shall, to the extent possible, be considered work made by an employee for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work for hire by an employee for the Company, employee agrees to automatically disclose, assign, and deliver to the Company in writing, without the need for additional consideration, all such ideas, inventions, and improvements and all records and data

relating thereto and shall execute any instrument necessary to assign the same to the Company and to enable the Company, at its expense, to apply for patents upon any such Work Product.

## 6.17 Personnel and Medical Records

CAPTRUST maintains a personnel and medical file for all employees. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. The Human Resources Department maintains both the personnel and medical files.

## 7 Safety and Security

### 7.1 General Safety and Security Policy

It is the responsibility of all Company employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Manager as soon as reasonably possible and complete an occupational illness or injury form as needed.

### 7.2 Drug Free Workplace and Alcohol Policy

The Company considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits employees from manufacturing, distributing, using, selling, possessing, or being under the influence of illegal drugs, a controlled substance, or prescription drug not medically authorized while at their job, on Company property, or while on work time. As permitted by applicable law, the Company may require you to be tested for illegal drugs or alcohol. All drug testing will be handled in accordance with applicable law.

Therefore, it is Company policy that:

- You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
- You may not possess or use illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

We caution against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor.

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a “one-strike” rule as a condition of continued employment.

### 7.3 Security

All employees are responsible for helping to make the Company a secure work environment. Report any lost or stolen keys, passes, or similar devices to your manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

You are required to secure all sensitive information including but not limited to client, prospect, employee, and vendor information. Lock your desk, computer, and any doors protecting valuable or sensitive material before leaving your work area.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, clients, or guests of the Company. Safety and security are the responsibility of all employees, and we rely on you to help us keep our premises secure.



## 7.4 Workplace Searches

To safeguard the property of the Company and its employees, the Company reserves the right to question employees and all other persons entering or leaving its premises, and to inspect any items employees bring onto the Company's premises or remove from the Company's premises when it reasonably suspects unlawful conduct or conduct that violates the established policies and procedures of the Company. In addition, the Company reserves the right to search any office, desk, file, or any other area or article on the Company's premises when it reasonably suspects unlawful conduct or conduct that violates the established policies and procedures of the Company. As a result, Employees do not have any expectation of privacy with respect to items they bring into the workplace or that are provided in the workplace by the Company.

## 7.5 Workplace Violence

The Company recognizes the need for a violence-free work environment for all employees and visitors. The Company prohibits violence in or around the workplace and strives to maintain an environment free of all forms of violence. Additionally, the Company does not and will not condone any acts or threats of violence against any person at any time while they are engaged in business with or on behalf of the Company, whether on or off the Company's premises.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or otherwise engages in behavior that the Company, in its sole discretion, deems threatening or unprofessional, may be made to report to or referred for counseling or other appropriate assistance. Such employee may also be subject to corrective action, up to and including termination of employment.

In furtherance of this policy, employees have a duty to report to their Manager, Human Resources, or security personnel any suspicious workplace activity, situation, or incident that they observe or that they are aware of which involves other employees, former employees, vendors, or visitors. This includes, for example: threats or acts of violence, aggressive behavior, offensive acts, and threatening or offensive comments or remarks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The Company does not and will not condone any form of retaliation against any employee for making a good faith report under this policy.

## 7.6 Weapons-free Workplace

The Company does not permit any employee to carry or maintain a weapon in any Company-occupied building or while attending functions related to the Company. If at any time the Company has a reasonable suspicion that a weapon has been carried, maintained, or stored in violation of this policy, the Company reserves the right to conduct a reasonable search of the employee's person and property. This prohibition also applies to any employee who is licensed to carry a firearm or weapon. Weapons may include (but are not limited to) any firearm, whether loaded or unloaded, knife, bludgeon, electronic stunning device, etc. Any employee who is uncertain whether an instrument or device is prohibited under this policy is obligated to request clarification to ensure they are not in violation of this policy. Employees may seek approval from the Chief Human Resources Officer for a waiver of this prohibition based on unique circumstances. Such request shall be made in writing and indicate the basis for the exception.

This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a handgun by applicable state law. Employees licensed to carry a handgun, or who otherwise

lawfully possesses a firearm, are permitted to transport and store in a safe and discrete manner a lawfully possessed firearm and/or ammunition in their locked, privately-owned vehicle while the vehicle is in the Company parking lot, garage, or other parking area provided by the Company for employees if specifically allowed under applicable state law. Under no circumstances may an employee remove a locked firearm from a personal vehicle in a Company parking lot.

A violation of this policy is a serious matter and may result in corrective action, up to and including termination of employment. The Company does not and will not condone any form of retaliation against any employee for making a good faith report of weapons possession under this policy.

## 7.7 Safety and Health

If someone in the office is choking or experiencing a heart problem or other serious medical condition, immediately call 911. Assistance can be provided within the constraints of your training. At the appropriate time, report the situation to any member of local office management.

## 7.8 Nonsmoking Policy

The Company is concerned about the effect that smoking, secondhand smoke inhalation, and vaping can have on its employees and clients. Smoking and vaping in any Company office, client areas, hallways and restrooms are prohibited. Each facility may designate a specific area for smoking.

## 8 Benefits

### 8.1 General

As part of our commitment to our employees and their well-being, CAPTRUST intends to provide regular full-time employees and eligible dependents with a variety of benefit plans such as medical, dental, vision, short-term disability, long-term disability, company provided life insurance, supplemental life insurance, health reimbursement account, medical flexible spending account, dependent care flexible spending account, telemedicine, wellness programs, and employee assistance programs. Additionally, we offer a 401(k) plan to all regular employees, 21 years and older.

Although we introduce you to those plans in this section, you will receive access to official plan documents for each of the benefit plans that we offer through our benefits website on the Company intranet. Those documents should be your primary resource for information about your benefit plans. If you see any conflict between those documents and the information in this handbook, you should rely on the official plan documents.

Before the beginning of each plan year, the Company will hold an annual election period ("open enrollment"). During this time, you may make new elections for the upcoming plan year. During an approved leave of absence, group benefits may continue, provided you pay your share of premiums either through payroll deduction or by check payable to the Company.

Regular full-time employees who are not at least 2% owners in CAPFINANCIAL HOLDINGS are eligible to pay their share of applicable health insurance premiums on a pre-tax basis under the Cafeteria Plan, thereby reducing taxes.

If you should need to make benefit changes during our plan year, you must have a qualifying life event to do so and report that qualifying life event within 30 days to the Human Resources Benefits Team. A qualifying life event is a family status change and is applicable to certain plans. Please contact the Human Resources Benefits Team for a list of qualifying life events. The enrollment/change is generally effective on the date of the event.

### 8.2 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by CAPTRUST and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### 8.3 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at CAPTRUST, no matter how slightly, report the incident immediately (or as soon as possible if immediately is not feasibly possible) to your manager or the Human Resources Benefits Team. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify the Human Resources Benefits Team immediately of your claim. If your injury is the result of an on-the-job accident, fill out an accident report. You will be required to submit a medical release before you can return to work.

The Company will not discharge an employee due to a workplace injury or for filing a workers' compensation claim.

## 8.4 Health Insurance

CAPTRUST provides regular full-time employees with health insurance effective the first day of the month after date of hire. Health plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leave are maintained by the Company on the same terms as if you continued to work. You must make arrangements to pay your share of the health insurance premium at a minimum on a monthly basis to maintain insurance coverage. Contact the Human Resources Benefits Team to determine your contribution amount. The obligation of the Company to maintain health benefits stops when:

- You inform the Company of your intent not to return to work; or
- You fail to return to work when the FMLA entitlement is exhausted; or
- You fail to make your premium payments timely.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for you if you fail to return to work from leave.

Plan eligibility does not necessarily mean coverage for all medical treatments or procedures. Under changed circumstances, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

## 8.5 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible CAPTRUST employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Human Resources Benefits Team to learn more about your COBRA rights.

## 9 Flextime, Holidays, Paid Time Off (PTO), and Leaves

### 9.1 Flextime

Flextime allows an employee to manage personal and work activities without using PTO. Eligible exempt employees may use up to 10 hours of Flextime per pay period to fulfill a variety of personal needs, including routine health appointments, educational activities, and other personal-related appointments where working is not possible. Non-exempt employees must make up the flextime within the same work week not to create or add to overtime pay.

Flextime is not a part of an employee's regular schedule. This type of scheduling is to be used on an as-needed basis and must be approved by your Manager with as much advance notice as possible.

### 9.2 Working Remotely

Employees may be granted up to 80 days per year to work remotely. The extent of flexibility granted to individual employees, as well as how individual employees are permitted to utilize this flexibility must be approved by their Manager, and will be affected by factors including role, level of experience and individual performance, business needs, among others. Certain roles, for example, Financial Advisors can be structured for employees to Telecommute.

### 9.3 Holidays

CAPTRUST offers the following paid holidays to regular full-time employees each year in accordance with the NYSE: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays which fall on a Saturday or Sunday, will generally be observed on the nearest working day. You will be compensated for holidays in accordance with federal and state law.

Additionally, the Company offers three personal choice holidays (PCH) annually per calendar year to regular full-time employees. PCH must be approved by your Manager. Unused PCH will not be rolled over to the next calendar year, paid out annually or upon termination or resignation of employment.

### 9.4 Paid Time Off (PTO)

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. The amount of PTO earned will depend on your length of service with the Company. PTO is for planned and unplanned absences and may be used in partial or whole days. Your eligibility for PTO will be communicated to you by your manager and/or Human Resources. Some states may have a separate PTO policy (please see state addendums).

To the extent applicable state or local laws mandate the accrual and use of paid sick leave, this policy is intended to ensure that eligible employees who work in those jurisdictions are able to use PTO consistent with paid sick leave in accordance with applicable law.

Part-time employees working less than 20 hours per week are not eligible for PTO under this policy but will be provided paid sick leave as required under applicable law. Part-time employees working 20 or more hours per week and less than 30 hours per week are eligible for the part-time PTO policy and will be provided paid sick leave as required under applicable law. For more information on paid sick leave requirements, see Section 9.17 Paid Sick Leave Policy.

You will accumulate PTO monthly on a prorated basis on the first day of each month worked and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. The Company combined Vacation and Sick Leave into PTO so that each employee has the flexibility to use leave time to meet individual needs. The Company may require you to use any unused PTO during an approved disability or family medical leave or any other leave of absence, when permissible according to state and federal law.

#### 9.4.1 Eligibility

Financial Advisors are not eligible to accrue PTO under this policy. Financial Advisors include all employees with Financial Advisor in their title except for the title Financial Advisor | Advice & Wellness and Financial Advisor | Retirement Services. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Manager.

Non-Financial Advisors, except those who work in California, Colorado, and Nebraska, are eligible to receive PTO if you are regularly scheduled to work at least 20 hours per week. PTO will accrue depending on the number of hours worked, status, and tenure.

PTO Accrual	Full-Time Employees		Part-Time Employees	
Years of Service	Monthly	Annual	Monthly	Annual
Year of Hire	1.25 days (10 hours)	15 days (120 hours)	0	0
1st year	1.33 days (10.66 hours)	16 days (128 hours)	.58 day (4.66 hours)	7 days (56 hours)
2nd year	1.42 days (11.33 hours)	17 days (136 hours)	.58 day (4.66 hours)	7 days (56 hours)
3rd year	1.5 days (12 hours)	18 days (144 hours)	.58 day (4.66 hours)	7 days (56 hours)
4th year	1.58 days (12.66 hours)	19 days (152 hours)	.58 day (4.66 hours)	7 days (56 hours)
5th - 9th year	1.66 days (13.33 hours)	20 days (160 hours)	.66 day (5.33 hours)	8 days (64 hours)
10th year and beyond	2.08 days (16.66 hours)	25 days (200 hours)	.75 day (6 hours)	9 days (72 hours)

#### 9.4.2 Carry Over

Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can carry over. You can carry over up to 40 hours of unused PTO per year unless applicable state PTO/vacation law requires all accrued PTO to be carried over,<sup>1</sup> or unless applicable state or local paid sick leave laws require additional unused PTO to be carried over for paid sick leave purposes.<sup>2</sup> Otherwise, any accrued but unused PTO in excess of the 40-hour maximum carry over is forfeited at year end and will not be paid.

#### 9.4.3 Termination

You will be paid for all accrued and unused PTO when you leave the Company. By borrowing against PTO that has not yet accrued, thus creating a negative PTO balance, employees specifically authorize deductions from their pay to repay the negative balance as allowed by applicable state law. Unused paid sick leave will not be paid out annually or upon termination or resignation of employment.

#### 9.4.4 Using Your PTO and Advances of PTO

The minimum amount of PTO you can use at one time is one hour. An employee may take up to 80 hours of PTO during the first six months of each year (January 1- June 30) as an advance on wages in the event the employee has not yet accrued that amount. The advance on wages PTO amount will be subtracted from the PTO earned later in the current calendar year. An employee may not roll a negative amount of PTO into the next calendar year, nor borrow PTO from the next calendar year. In the event of termination of employment for any reason, any unrecouped advance of wages PTO will be deducted from the employee's final wages. In the event that a Company holiday falls within a period that a full-time employee is taking PTO, that day should be charged to "holiday" rather than to "PTO."

Employees may use PTO for absences associated with their own illness or injury. In addition, employees who regularly work in a state or local jurisdiction that requires paid sick leave, may use PTO consistent with applicable state or local paid leave requirements, as further described in CAPTRUST's separate Paid Sick Leave Policy below.

#### 9.4.5 Notice and Scheduling

You are required to provide your manager with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your manager to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your manager of your circumstances as soon as possible. Failure to

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<sup>1</sup> Accrued PTO is not subject to annual forfeitures in: CA, CO, and NE and, accordingly employees in these states will carry over all accrued but unused PTO each year.

<sup>2</sup> See *Attachment A* for paid sick leave carryover requirements.

obtain prior approval may result in the absence being deemed unapproved and considered time off without pay.

If the need for PTO is related to any legally mandated paid sick leave requirement and is foreseeable, employees should provide advance notice as soon as possible, preferably at least seven (7) days in advance. If the need for PTO is related to any paid sick leave requirement under state or local law and is unforeseeable, employees shall provide notice of the need for PTO as soon as practicable. Notice should be given in accordance with local procedures.

## 9.5 Parental Leave

Eligible employees are entitled to four weeks (160 hours) of Paid Parental Leave following the birth or adoption of a child. The benefit is available for either/both parent(s). Additional paid leave may be available under our Short-Term Disability coverage, subject to the terms and conditions of that program, any state mandated program, and/or our Paid Time Off program. Any paid leave runs concurrently with any unpaid leave available under the Family and Medical Leave Act (FMLA).

Paid Parental Leave must be taken within the six (6) months beginning immediately after the birth or adoption of the child. As with any leave, the absence must be scheduled and approved in advance through your Manager.

## 9.6 Volunteer Time

Eligible employees are entitled to 16 hours of Volunteer Time off during each calendar year for volunteer activities. Volunteer Time is paid. Time must be requested through the ADP system (same process as requesting PTO time) and approved by your Manager before being taken. You may use all 16 volunteer hours consecutively (i.e., two consecutive days in a row) and in conjunction with other approved PTO to extend your volunteering experience. Acceptable activities include being on the CCF Board, CCF volunteer opportunities, volunteering at your child's school, Girl/Boy Scouts, Meal on Wheels, Habitat for Humanity, mission trips, etc. If you have any questions about whether your activity is an acceptable volunteer opportunity, please contact Human Resources.

## 9.7 Bereavement Leave

CAPTRUST recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to 3 days off with pay and 2 days off without pay following the death of an immediate relative. Authorized leave without pay is available for extended funeral matters. Notify your Manager of your intention to take bereavement leave as soon as the need arises.

## 9.8 Military Leave (USERRA)

CAPTRUST complies with applicable federal and state laws regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. If the need for leave arises, submit your documentation to Human Resources Benefits Team. When returning from military leave of absence, you will be reinstated to your previous position, or a similar position as required by applicable law. You must notify your



manager or Human Resources of your intent to return to employment. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

## 9.9 Maternity Medical Leave

Eligible employees are entitled to 8 weeks of full pay for the disability portion of maternity leave for employees that have given birth to a child. The 7-day elimination period for maternity cases will be waived. If the maternity disability extends beyond eight (8) weeks, the benefit maximum for the short-term disability will be in place. The maternity medical benefit is separate from the Parental Leave benefit offered by the Company. This leave will coordinate with any state-run disability or family leave policies and will run concurrent with FMLA. Your pay between CAPTRUST Maternity Medical Leave and any paid state benefit will not exceed 100% of your pre-disability wages.

## 9.10 Voting Leave

If your work schedule prevents you from voting on Election Day, CAPTRUST will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager.

## 9.11 Jury Duty Leave

CAPTRUST encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements. Up to two weeks of Jury Duty Leave in a rolling 12-month period will be paid upon proof of jury duty service. Any single Jury Duty service obligation will only be paid a maximum of two weeks regardless of the length of service unless otherwise required by state law. If your Jury Duty Leave extends beyond two weeks, please contact Human Resources. Any additional jury leave will be unpaid. The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

## 9.12 Parental Involvement in Schools Leave

If you are the parent, guardian, or person standing in loco parentis of a school-aged child, CAPTRUST will provide you up to four hours of time off per year to attend or otherwise be involved at the child's school. You and your Manager must mutually agree to the scheduling of leave. This leave is unpaid.

You must submit a written request for leave at least 48 hours in advance of the requested absence to your Manager. You may be required to provide documentation from the child's school verifying that you were involved in school activities during the leave time.

## 9.13 Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) is a federal law that applies to each office of CAPTRUST that has 50 or more employees. Some cities where CAPTRUST has offices have similar or more generous family and medical state or local leave laws. In any office covered by another law, the local manager of that office will ensure that employees in that office are informed of the provisions of that law and how they will be administered.

In states or locales that have more generous family and medical leave laws, CAPTRUST will adhere to such laws and any FMLA leave will run concurrently, where applicable. Employees who have worked at the Company or previously acquired company for a total of at least 12 months and who have worked at least 1,250 hours during the twelve months immediately prior to the start of the leave may be eligible for unpaid leave under FMLA. Employees may take leave for:

- The birth of an employee's child or to care for the newborn child;
- The placement of a child with the employee for adoption or state-approved foster care;
- The care of an employee's spouse, child, or parent ("family member") who has a serious health condition;
- The employee's serious health condition which prevents the employee from performing any one essential function of the employee's position; or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active duty leave").

#### Military Caregiver Leave

An employee may also be eligible for Military Caregiver Leave to care for a spouse, child (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and 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, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of their office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

- The injury or illness makes them medically unfit to perform the duties of their office, grade, rank or rating.
- It causes the service member to have a VA Service Disability Rating is at 50% or greater.
- It is a mental or physical condition substantially impairs their ability to obtain gainful employment
- The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks

of FMLA leave due to their own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

“Qualifying needs” for active-duty leave include:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
- Military events and related activities: to attend official military events or family assistance programs or briefings;
- Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward, or stepchild of a covered military member;
- Care of the covered military member's parent if the parent is incapable of self-care;
- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
- Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

A "serious health condition" under the FMLA as referred to above means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
- A period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
- Any period of incapacity or treatment due to pregnancy or for prenatal care;
- Any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- A period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence

Eligible employees may take up to 12 (or 26, if applicable) weeks of unpaid leave in a 12-month period under FMLA for qualifying reasons, as covered under items bulleted above. The 12-month period is calculated forward from the first day of an employee's designated FMLA leave.

Spouses employed by CAPTRUST are limited to only a combined total of 12 weeks of leave during any 12-month period, if the leave taken (1) for childbirth and care of a new-born child; (2) for placement of a child; or (3) to care for a parent (but not a “parent-in-law”) with a serious health condition. Where the spouses both have used a portion of the 12-week entitlement for one of the above purposes, each are entitled to the difference between the amount they have taken individually and 12 weeks to care for a child with a serious health condition or to care for their own serious health condition. Spouses who are both employees can provide service member caregiver leave for no more than a combined 26 workweeks during the relevant 12-month period, counting the caregiver leave plus any leave for the childbirth care of a newborn child, or placement of a healthy child, or to care for a parent with a serious health condition.

Eligible employees may take leave on a full-time, intermittent, or reduced schedule basis. If intermittent leave or reduced schedule leave is needed, CAPTRUST may temporarily transfer the employee to another job, with equivalent pay and benefits, to better accommodate such leave.

Whenever the need for leave is foreseeable, employees must submit written requests for such leave at least 30 days in advance. If the need for leave is unforeseeable, employees must provide notice to CAPTRUST as soon as practicable under the circumstances. For leave taken for reason of a serious health condition, the employee must submit, if possible, a completed Health Care Provider Certification Form (available from Human Resources Benefits Team) in advance of such leave. If production of this advance certification is not possible, the employee must provide the certification within 15 days of CAPTRUST’s request for such certification. Failure to provide the certification in a timely manner may result in a delay of leave. CAPTRUST may request a second or third medical opinion at CAPTRUST’s expense for verification of an employee’s serious health condition. The opinion of the third health care provider, who is approved jointly by CAPTRUST and the employee, shall be final and binding on CAPTRUST and the employee. Employees on medical leave may be requested to submit a new certification form every 30 days during leave and must periodically report on their status and intent to return to work. If leave is for an employee’s own serious health condition, a medical certification of fitness to return to work may be required. Failure to provide this certification may result in the delay or denial of job restoration.

An eligible employee with PTO must utilize PTO during their FMLA leave of absence, where such leave is for the eligible employee’s own serious health condition or to care for the employee’s child, spouse, or parent who has a serious health condition. In these cases, PTO must be used at the beginning of the FMLA leave. Short-term disability benefits also may apply, according to the terms of that benefit.

During the 12-week maximum leave period, and where legally feasible, an eligible employee will continue to accrue PTO. If the employee does not return from leave the first of the month following the 12-week maximum leave period, PTO accruals will temporarily stop until the employee returns to work.

Wherever legally feasible, FMLA leave runs concurrently with state laws. In all cases, the amount of available unpaid FMLA leave shall run concurrently with any paid leave or paid time off provided to the employee under CAPTRUST’s policies for such paid time off.

During the 12-week maximum FMLA leave period, coverage under the group health, dental, vision, and voluntary life insurance plans will be maintained at the level and under the conditions coverage would have been provided had leave not been taken. Employees will be required to continue to pay their portion of any applicable premiums as if they had not taken leave and failure to do so may result in loss of coverage pursuant to law. Contact the Human Resources Benefits Team to make payment arrangements. If an employee fails to return to work for at least 30 days after expiration of the leave, the

employer reserves its right to recover premiums paid, if any, to maintain employee coverage during the leave period under circumstances provided by law. If the employee does not return to work after the 12-week leave period, the employee will be offered benefit coverage through COBRA. It is our policy that if an employee is on COBRA for longer than three months before returning to work full-time, the employee will be eligible for non-COBRA benefits first of the month following date of hire.

FMLA does not apply to employees in offices which have fewer than 50 employees within a 75-mile radius of another CAPTRUST office. In such offices, the Company will address and administer leave issues in accordance with other Company policies and in relation to the circumstances in that office at the time of the leave. The provisions of the FMLA as set forth above, however, are not required to be applied but may, to the extent practicable in the discretion of the management of each such office, be utilized in whole or in part. Each local Office management team will consider the unique business needs of the office when evaluating any requests for leave when FMLA is inapplicable.

An employee will be returned to the same or an equivalent position when the employee returns from FMLA leave, with no loss of benefits accrued prior to the leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment unless the reason for leave was due to a serious health condition and additional accommodations may be warranted under the ADAAA. In the event an employee's position with CAPTRUST is affected by a decision or event not related to the employee's leave of absence, i.e., job elimination due to a reduction in force, the employee will be affected to the same extent as if they were not on leave.

Posters regarding your FMLA rights are located where CAPTRUST bulletin boards are maintained in your workplace. Additional leave information and request forms are available from the Human Resources Benefits Team.

#### State-Specific Laws

Please refer to the attached state-specific addendums for additional guidelines on leaves of absence.

#### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence for any reason, under any leave policy offered by CAPTRUST and are found to be working elsewhere without permission, you will be subject to discipline, up to and including termination from employment.

### 9.14 Reasonable Accommodation Medical Leave

The Company complies with the reasonable accommodation obligations under the ADAAA and will engage in the interactive process to discuss an unpaid leave of absence as a reasonable accommodation with employees who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy is at the discretion of management and will be considered in accordance with the reasonable accommodation obligations of the ADAAA. A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible for FMLA. Similarly, leave under this policy may be granted as a reasonable accommodation for employees who have exhausted FMLA but

are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADAAA. The duration of any leave of absence under this policy will vary depending on the circumstances of each employee's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

## 9.15 Other Legally Protected Absences

In addition to the leaves described herein, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the state in which you are employed, employees may be legally entitled to time off under various state laws. For additional information and to determine if you qualify for additional leaves of absence, please contact your manager or Human Resources Benefits Team.

## 9.16 Personal Leave of Absence Policy

An unpaid personal leave of absence of up to 30 days may be granted upon request to regular full- and part-time employees for important pressing personal needs, at the discretion of your Manager with approval from Human Resources. During an approved leave of absence, group benefits may continue through COBRA, provided you pay your share of premiums either through payroll deduction or by check payable to the Company. Unpaid personal leave may only be requested once all other appropriate leave balances have been exhausted.

## 9.17 Paid Sick Leave (PSL) Policy

The Company recognizes that employees will need time off from work to address their own medical needs, those of family members, and for related purposes. To the extent that applicable state or local laws mandate the accrual and use of paid sick leave ("PSL"), this policy is intended to ensure that all eligible employees who regularly work in those jurisdictions receive PSL in accordance with applicable law. PSL under this policy is not being provided in addition to any applicable pre-existing PSL policies, which are now superseded by this policy.

### 9.17.1 Eligibility

This policy applies to Financial Advisors, except those who work in California, for whom CAPTRUST has implemented a separate PSL policy. Financial Advisors include all employees with Financial Advisor in their title except Financial Advisor | Advice & Wellness. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Managers.

This policy also includes part-time employees that work less than 20 hours per week, seasonal employees, temporary employees and interns.

### 9.17.2 PSL Accrual

#### 9.17.2.1 PSL Accrual for Financial Advisors

Beginning on the first day of employment, and on the first day of each subsequent calendar year, eligible employees will be provided eighty (80) hours of PSL. PSL may be used during the annual period in which



it is received. Unused PSL will not carry over subsequent annual periods except as required by applicable state or local law.<sup>3</sup> Further, unused PSL will not be paid out annually or upon termination or resignation of employment.

#### *9.17.2.2 PSL Accrual for PT employees (less than 20 hours per week); temporary employees and interns*

Beginning on the first day of employment, and on the first day of each subsequent calendar year, eligible employees will be provided forty (40) hours of PSL unless additional hours are required by state law. PSL may be used during the annual period in which it is received. Unused PSL will not carry over subsequent annual periods unless required by state law. Further, unused PSL will not be paid out annually or upon termination or resignation of employment.

#### **9.17.3 Use of PSL**

Eligible employees may use accrued PSL, where consistent with applicable state or local PSL requirements, to:

- Attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care;
- Attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care;
- Address the psychological, physical, or legal effects of domestic violence, harassment, sexual assault, or stalking involving an employee or a family member, or where applicable, a "household member" (including stepparents and stepchildren, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship);
- Take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency or for other health-related reasons;
- For absences from work when an employee or an eligible family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking;
- Take time off when an employee or a family member is quarantined by a public health authority or health care provider;
- Care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure;
- Bond with or care for a newborn, newly adopted or placed foster child under age 18, or an adopted or foster child over age 18 if incapable of self-care because of a mental or physical disability, if completed within 12 months of birth or placement;
- Take time off to attend a funeral, make arrangements for, or grieve following the death of a family member within 60 days of death;

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<sup>3</sup> See *Attachment A* for paid sick leave carryover requirements.

- Take time off for bone marrow or organ donation by the employee or a family member;
- Care for or aid an employee's own guide dog, signal dog, or service dog, or that of a family member or designated person's;
- Take time off for maternity or paternity leave; or
- Take time off in connection with an employee's child to attend a school-related conference, meeting, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

The use of PSL for other purposes (such as vacation, or "personal days") is prohibited. Specifically, abuse of legally mandated PSL under state or local law may result in disciplinary action up to and including termination. Employees must use PSL in increments of at least one (1) hour.

#### 9.17.4 Notification to CAPTRUST

If the need for PSL is foreseeable, employees should provide advance notice as soon as possible under the circumstances, preferably at least seven (7) days in advance. If the need for PSL is not foreseeable, employees should provide notice of the need for PSL as soon as possible under the circumstances.

#### 9.17.5 Documentation for PSL

If an employee uses PSL for more than three (3) consecutive scheduled workdays, CAPTRUST may require reasonable documentation of the purpose for such leave. If the reason for PSL is due to an employee's or a family member's own medical condition, verification from a health care provider is appropriate, but should not explain the nature of the condition should not result in an unreasonable burden or expense on the employee. If the reason for PSL is due to an employee's need for leave related to domestic violence, verification may include a police report, court order or other evidence from the court or a prosecuting attorney, other documentation from a victim advocate, attorney, member of the clergy, a medical or other professional, or an employee's own written statement.

CAPTRUST also reserves the right to require documentation verifying an employee's need to use PSL, if there are indications of a pattern of abuse, such as repeated use of unscheduled PSL on or adjacent to weekends, holidays, or pay day, regardless of whether the employee has used PSL for more than three (3) consecutive days to the maximum extent allowed by law.

#### 9.17.6 Compensation for PSL

Timekeeping documentation should clearly reflect all PSL taken. Eligible employees are required to use the time and attendance system for requesting and tracking PSL requests. PSL will be compensated at the same hourly rate and with the same benefits as the eligible employee normally earns. When an eligible employee uses PSL, it will be paid in accordance with normal payroll procedures.

#### 9.17.7 Information Regarding PSL Balance

The amount of an employee's accrued and available PSL, in the current pay period and for the year, will appear on each paystub or wage statement. Please review the statement for accuracy and immediately contact Human Resources Payroll Team if you have questions regarding the statement.



### 9.17.8 Concurrence with Other Leaves

Absences that qualify under any state or local paid sick leave requirement may also qualify under the federal Family and Medical Leave (“FMLA”) or similar state laws. PTO related to such absences will be run concurrently with FMLA and state and local leave requirements to which an employee is entitled.

### 9.17.9 State and Local PSL Compliance

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

### 9.17.10 Definitions

For purposes of this policy, and where consistent with applicable law:

“**Children**” shall include biological, adopted, and foster children, stepchildren, or legal wards of an employee or an employee’s spouse, or children for whom an employee or an employee’s spouse stands “in loco parentis” or to whom the employee stood “in loco parentis” when the individual was a minor.

“**Eligible family member**” shall include an employee’s: (1) spouse, (2) children, (3) parents, (4) grandparents, (5) grandchildren, (6) siblings, and, in limited jurisdictions (7) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or (8) a person with whom an employee has shared for the preceding twelve (12) months a mutual residence and with whom an employee maintains a committed relationship.

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

“**Grandparents**” and “**grandchildren**” shall include biological, adopted, foster, and step-relationships of the employee or the employee’s spouse.

“**Parents**” shall include biological, adopted, and foster parents or stepparents of an employee or an employee’s spouse, or a legal guardian or person who stood “in loco parentis” to an employee or an employee’s spouse as a minor child.

“**Siblings**” shall include biological, adopted, and foster siblings, stepsiblings, half-siblings, and their spouses.

“**Spouse**” shall include domestic partners, registered domestic partners, civil union partners, or life partners.

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

#### Attachment A

State	Jurisdiction	Minimum Accruals	Annual Carryover ( <i>PTO Policy Only</i> )	Annual Carryover ( <i>PSL Policy Only</i> )
<b>California</b>	Statewide	Please see policy regarding accrual hours based on years of service. Minimum accruals is 40 hours.	A total accrual cap of hours applies. Employees may carryover all accrued hours. Please see policy regarding accrual cap based on years of service.	Not applicable.
<b>Colorado</b>	Statewide	Please see policy regarding accrual hours based on years of service. Minimum accruals is 40 hours.	A total accrual cap of hours applies. Employees may carryover all accrued hours. Please see policy regarding accrual cap based on years of service.	Not applicable.
<b>Illinois</b>	Chicago/Cook County, IL	40 hours of PSL annually.	40 hours.	60 hours.
<b>Minnesota</b>	Minneapolis, MN	48 hours of PSL annually. Further, a <b>total</b> accrual cap of 80 hours applies.	40 hours.	80 hours.
<b>Nebraska</b>	Statewide	Please see policy regarding accrual hours based on years of service. Minimum accruals is 40 hours.	A total accrual cap of hours applies. Employees may carryover all accrued hours. Please see policy regarding accrual cap based on years of service.	Not applicable.
<b>New York</b>	Statewide <sup>4</sup>	56 hours annually.	56 hours.	Not applicable.

## 10 Regulatory Compliance

### 10.1 Introduction

CAPTRUST is regulated primarily by the US Securities & Exchange Commission and is registered under the Investment Advisers Act of 1940 (the “Advisers Act”). Accordingly, CAPTRUST has adopted and implemented written compliance policies and procedures reasonably designed to prevent violations of

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<sup>4</sup> Effective September 30, 2020, although employers are not required to allow use until January 1, 2021.

federal securities laws. Consequently, CAPTRUST employees and associated persons are required to comply with a myriad of compliance policies and procedures.

CAPTRUST's Compliance Department works closely with the Chief Human Resources Officer and their staff. Adhering to all compliance policies and procedures is a requirement of continued employment at CAPTRUST. The full scope and text of Compliance policies and procedures are accessible by employees and associated persons by logging into My Compliance Office.

## 10.2 Code of Ethics

In an effort to prevent any conflicts of interest and in accordance with Rule 204A-1 under the Advisers Act, as amended, the Company has adopted a Code of Ethics ("Code") to address personal securities transactions, political contribution, and other activities that may create or appear to create conflicts of interest. Additionally, the Code establishes disclosure and reporting requirements by specified deadlines, violation tracking, and enforcement procedures. Employees may access the Code by logging into My Compliance Office.

## 10.3 Employee-Related Investment Accounts and Security Transactions

The Code includes initial disclosure and quarterly reporting for all personal investment/securities accounts owned by employees and/or household members. Pre-clearance approval is required prior to opening a new investment/securities account by an employee or household member. In addition, pre-clearance is required prior to effecting a trade in publicly traded securities (excluding mutual funds and large ETFs), alternative investments, and private securities. Employees may also be required to comply with FINRA Rules applying to brokerage accounts.

## 10.4 Personal Data Changes

It is your obligation to provide CAPTRUST with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. To make changes to this information, update your personal profile in ADP.

## 10.5 Social Media

Our clients and colleagues represent a range of political and religious viewpoints. We need to be respectful of all viewpoints and be mindful of the impact our personal opinions can have on our client relationships. Additionally, you should never post anything on social media that could be interpreted that you are speaking on behalf of the Company unless you have been authorized to do so.

For purposes of this policy, social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any client, manager, owner, or employee of the Company.

Ensure any postings are consistent with CAPTRUST's compliance policies and procedures as well as rules outlined in this handbook.

Any explicit or implicit mention of, or association with CAPTRUST, its products, or its services on any social network or other Internet site may be considered content of the firm, depending on the nature of that communication. For that reason, unless specifically discussed in this document, or in strict accordance with the CAPTRUST Social Media Agreement, the use of social networks for business purposes is strongly discouraged. Additionally, employees are prohibited from representing or communicating on CAPTRUST's behalf without prior authorization.

Employees must comply with Compliance Policies and Procedure with respect to communications with the public. Should an employee discuss company business or otherwise communicate with clients through social networking, it is CAPTRUST's policy that electronic communications or posts on social networks, blogs, or other electronic platforms are treated as "written communications" for regulatory purposes and are subject to document retention.

Employees must understand that business or client related posts or comments made through social media may be considered advertising under applicable regulations, must not be misleading, fraudulent, deceptive or manipulative and require preapproval from the Compliance prior to posting, notwithstanding the forgoing, employees may share or repost content shared publicly on official CAPTRUST firm accounts on these platforms or information publicly available on the CAPTRUST website as this content will have already received compliance approval. No employee may post information pertaining to any security, investment strategy or similar information without Compliance preapproval. An employee should contact the Marketing Department for guidance and/or approval to post specific content.

We recognize that LinkedIn and Twitter may be used for business purposes, and the Company does not prohibit employees from using those sites for such purposes. However, in the event you have a LinkedIn or Twitter account and CAPTRUST is referenced in any of their content, you are required to ensure that your LinkedIn and/or Twitter account(s) are being archived and retained by the Company and that all posts abide by the standards set forth in this policy. An employee should contact the Marketing Department for guidance and/or approval to post specific content.

Employees are reminded that the use of social media for personal purposes may also have implications for CAPTRUST, especially where the employee is identified as an officer, employee, or representative of the firm. Because of the risk that even personal communications with clients or others may be considered "written communications" or advertising for regulatory purposes, thus creating additional obligations on the part of the Company, CAPTRUST strongly discourages employees from stating their affiliation with CAPTRUST on any social media site other than LinkedIn or Twitter. An employee should contact the Marketing Department to seek additional guidance.

## 10.6 Outside Business Activities

You are required to report any outside business activity and/or other employment including owning one or more businesses to Compliance. Certain outside business activity requires approval by the Compliance Department.

## 10.7 Outside Employment

Other employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at CAPTRUST is prohibited. Any conflicts should be reported to your manager and to Compliance. Failure to adhere to this policy may result in discipline up to and including termination.

## 11 Information Security Updated March 3, 2023

### 11.1 Overview - Executive Summary

In recognition of the critical role that information systems play in CAPTRUST business activities, this policy applies to the use of information, electronic and computing devices, and network resources to conduct CAPTRUST business or interact with internal networks and business systems, whether owned or leased by CAPTRUST, the employee, contractor, or third-party. All employees, contractors, consultants, temporary, and other workers at CAPTRUST are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with CAPTRUST policies and standards, and local laws and regulation.

CAPTRUST critically depends on continued client confidence. While it is slow to grow, this confidence can be rapidly lost due to problems such as a security breach leading to system outages or data loss. The trust that clients have in CAPTRUST is a competitive advantage that must be nurtured and grown through individual efforts to comply with CAPTRUST's Information Security Policy.

The intention for publishing this policy is not to impose restrictions which are contrary to CAPTRUST's established culture of openness, trust and integrity. Information Technology is committed to protecting CAPTRUST's employees and the company from threats and illegal or damaging actions by individuals, either knowingly or unknowingly.

Effective information security is a team effort involving the participation and support of every CAPTRUST employee, contractor, and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

This summary policy also defines baseline control measures that everyone at CAPTRUST is expected to be familiar with and to consistently follow. These security measures define the minimum controls necessary to prevent legal and compliance problems such as allegations of negligence, breach of fiduciary duty, or privacy violation. In some cases, these requirements will conflict with other objectives such as improved efficiency and minimized costs. Top management has examined these trade-offs and has decided that the minimum requirements defined in this document are appropriate for all employees at CAPTRUST. This document details both reasonable and practical ways for all of us at CAPTRUST to prevent unnecessary losses.

For additional information beyond this summary, please refer to the CAPTRUST Information Security Policy.

A summary of this policy is as follows:

- You are an integral part of maintaining information security for CAPTRUST.
- Information is owned by an "Information Owner" within the business who delegates safekeeping to an "Information Custodian" – typically the Information Technology (IT) Department and potentially external technology processors.
- Access to systems is based on your job role, subject to Manager and Information Owner approval. When your employment ends, so will your access.
- Your User ID is unique to you. You are responsible for actions your User ID performs.

- Your password should be complex, difficult to guess and not the same as a password you use outside of CAPTRUST.
- For security and network maintenance purposes, IT may monitor equipment, systems and network traffic at any time. Users must have no expectation of privacy when using information systems at CAPTRUST.
- Keep your desk clean and lock away Confidential information. Do not leave PII (Personally Identifiable Information) or PHI (Protected Health Information) exposed on your desk.
- If you suspect your computer has a virus, malware or has otherwise been compromised, contact the Information Technology Helpdesk immediately.
- Monitor your printing and faxes; do not leave unattended.
- Shred anything you need to dispose of that is designated Internal Use or Confidential.
- Make sure any vendor that sees information that is designated Internal Use or Confidential has a contract in place with Non-Disclosure language. Supervise vendors very closely who do not.
- Report issues to the Information Technology Helpdesk via phone at **ext. 10500** or **(919) 576-2060** or <https://support.captrust.com>.

A summary of these procedures (things not to do) is as follows:

- Use computers, email, or network to harass others, conduct illegal activities or otherwise do anything that would cast a negative light on or bring embarrassment to the Firm.
- Install software (Operating System or Applications), copy our licensed software for personal use, or attempt to hack or disrupt our network.
- Leave CAPTRUST owned mobile devices (laptops, tablets) unsecured in your office or workspace outside of business hours.
- Surf the web to sites that are inappropriate in a work environment.
- Send chain emails or forward to others. Send mass emails without engaging Marketing.
- Open suspicious emails, attachments within suspicious emails, or click on links within suspicious emails. Report such issues to IT.
- Send emails containing PII or PHI such as credit card numbers, social security numbers, dates of birth, health status, fixed passwords, or client account numbers through email or the Internet without encryption. You can put "(encrypt)" in the subject line to ensure that emails containing PII or PHI will be routed through our secure message.
- Send or forward Firm email to a personal email (Yahoo, Gmail, etc.) or store Firm documents on a storage service like Box, DropBox, or Google Drive.
- Post information about the Firm to newsgroups, blogs, Facebook, LinkedIn, Twitter, etc., without understanding your Compliance obligations and obtaining permission, if required, from Marketing.

## 12 Policy and Guidelines for Business Expenses

### 12.1 Overview

It is our policy at CAPTRUST to reimburse each employee for business related expenses, subject to certain thresholds and approvals. Financial Advisors (“FAs”) paid variable compensation are reimbursed under a separate reimbursement agreement (“FA SOD Policy”) but are subject to the overall policy and guidelines included herein. This policy includes general guidelines for such routine Company business expenses, including travel, which all employees are required to adhere to. Where “staff employees” are referred to herein, this means non-Financial Advisor employees. Such guidelines and policies for reimbursement may be updated or changed at the sole discretion of Management.

### 12.2 Cell Phones and Data Plans

CAPTRUST will pay for or reimburse employees for actual expenses for cell phones and data plans, subject to certain limits. Employee’s Manager must give their approval for an employee to have a Company provided cell phone. Refer to section 12.8 for the details on costs to be paid or reimbursed and other specifics.

All Company issued cell phones and data on all cell phones used for Company business are the property of the Company.

### 12.3 Corporate Credit Card

CAPTRUST will provide a corporate credit card to certain employees to be used for business-related expenses. An employee’s Manager must approve and submit a CAPTRUST Corporate Card request form to the Finance Department for the issuance of a new corporate card to such employee.

Use of the Company’s corporate credit card for personal expenses is discouraged. Personal charges incurred on a corporate card will be reimbursed to the Company via payroll deduction.

Monthly expense reports are REQUIRED to be submitted with the use of a corporate credit card (see Section 12.5 for details). Repeated failure to submit expense reports and the required backup may result in suspension or cancellation of the employee’s corporate card.

Please refer to section 12.8 for more details on the corporate card program annual fees that will be paid or reimbursed by the Company.

### 12.4 Business Travel Guidelines

The purpose of CAPTRUST’s business travel policy and guidelines is to effectively manage travel and related expenses. Each employee is required to use good judgment and common sense when traveling and to not incur excessive costs for travel, lodging, food, etc. We understand that travel is essential to our business, and we recognize the importance of comforts away from home. We appreciate employees managing all travel-related expenses responsibly. Employees must make their own travel arrangements or use a dedicated CAPTRUST employee, using the following guidelines when doing so. All client related



travel/meals/entertainment costs must be allocated to the appropriate client in Concur and to the appropriate Financial Advisor, where applicable.

**Be efficient** – Employees should avoid single purpose trips where possible and try to schedule multiple meetings at the destination(s). If a day trip is manageable and efficient, do a day trip to save hotel costs.

**Book travel through Concur/Travel Agent** – Employees are encouraged to book all travel through Concur (the Company's online expense reporting/travel booking tool) which will help with the proper tracking of receipts and will assist Company in leveraging its buying power with its vendors.

**Air Travel** – Coach class fare will be the standard fare. Manager approval is required for all non-coach class fares. First class travel should be via a free upgrade (either airline mileage upgrades/coupons) or upgrades available due to ticket class (such as getting an automatic upgrade when purchasing a refundable coach fare). Any fees incurred for seat upgrades, which are not approved by employee's Manager, are considered personal expenses and should be paid by the employee or reimbursed to the Company if a corporate card was used. CAPTRUST is very aware that travel plans often change on short notice, but we would like to make sure that employees are being thoughtful about travel plans, especially for trips with known dates and advance notice.

**Lodging** – Employees are expected to exercise good judgment and seek to stay in a "business class" hotel or one where CAPTRUST receives preferred rates. Lodging costs will be based on locality but CAPTRUST expects rates in major cities (such as New York, Boston, Los Angeles) will be \$300 or less per night in most cases, with exceptions for "peak" periods. CAPTRUST expects rates in non-major cities will be \$200 or less per night in most cases. If rates are higher than this, please have your manager approve and include a short explanation in your expense report.

**Taxis/Car Service/Rental Cars** – Please be mindful that in some cases, renting a car can make more sense than long taxi or car service rides (rides between New York City and Connecticut locations are hundreds of dollars, while a rental car might be less than one hundred dollars). When driving more than 300 miles roundtrip, staff employees should rent a vehicle. Rental cars should be rented through the Company's preferred vendor as the Company has negotiated preferential rates with a national car rental vendor.

**Business entertainment** – Employees should use good judgment when planning business outings to best represent CAPTRUST and entertainment expenses should never be excessive. All business entertainment must be approved by employee's Manager.

**Meals** - CAPTRUST will reimburse employees for reasonable travel-related meals incurred in connection with business travel. As a general guideline for basic individual meals, employees are expected to incur no more than approximately: \$15 for breakfast, \$20 for lunch and \$35 for dinner (excluding tip) per day. Employees should use their good judgment and avoid excessive charges where possible (room service is always an expensive option, but we recognize sometimes it is the best or only option at certain times, including for security, when arriving late to a destination, etc., but please be thoughtful).

**Mileage Reimbursement** – Personal Vehicles - Employees may use their personal vehicles on official CAPTRUST business. A mileage rate based on acceptable and current Internal Revenue Service regulations will be paid to employees who use their personal vehicles on official CAPTRUST business. Employees must be at least 21 years old and have a valid driver's license to use a personal vehicle for

Company business purposes. Minimum insurance requirements, as specified by CAPTRUST's insurance carrier, must be in effect at the time the employee's personal vehicle is used. Employees may be required to provide the appropriate proof of insurance. Please note that CAPTRUST does not reimburse for gasoline expenses or other vehicle expenses when using personal vehicle for business purposes (CAPTRUST only reimburses based on a mileage rate applied to business miles driven).

Commuting expenses will not be reimbursed for those employees that CAPTRUST provides a regular place of work. Commuting mileage is mileage from the employee's home to their branch office location. Therefore, if an employee leaves directly from their home to travel to a client (even if it is closer and more efficient than traveling from the office) the mileage equal to the distance between home and office cannot be claimed nor can the mileage be claimed, equaling the distance between home and office, going back home from the client site. For example, if the distance between the employee's home and the office is 20 miles, and the distance between the employee's home and the client meeting is 30 miles, then the 20-mile commute is disallowed, and the employee can only claim 10 miles for reimbursement. Likewise, when the employee is driving back home from the client visit, the 20-mile distance (representing office to home distance) cannot be claimed. These commuting rules do not apply for those employees who do not have an official office location but rather work from their home (where the home is considered the primary office location). Please refer to section 12.7 for a summary of the Mileage Reimbursement rules.

**Charges that will not be covered** - CAPTRUST will not reimburse employees for certain expenses incurred while traveling for business, including but not limited to the following items. Any questions on whether or not an expense (if not listed below) will be covered by the Company should be addressed to the Finance Department, who will make such determination:

- Airline upgrades (i.e., Fare Class Upgrades, Preferred Seating).
- Personal entertainment: reading materials, movies (including in-room movies), theater tickets, etc.
- Personal toiletries.
- Personal grooming (barber, salon, shoeshine, etc.).
- Dry-Cleaning and laundry services (unless service is approved by employee's Manager when longer trips are incurred).
- Hotel mini-bar usage or tobacco products.
- Membership dues for hotel clubs, airline clubs, car rental clubs, etc.
- Personal credit card/corporate card charges and fees.
- Babysitting fees or Kennel fees.
- Parking ticket or traffic violations.
- Personal amusement, such as sporting events, concerts, etc. while traveling (unless otherwise approved by a Manager).
- Travel Insurance.
- Any costs of maintaining service to the employee's home or apartment while on travel status.

## 12.5 Expense Reports and Receipts

Expense Reports: Each employee that has use of a Company credit card or requests reimbursement for out-of-pocket expenses is REQUIRED to submit an expense report, along with the appropriate receipts, each month and give an accounting of all charges utilizing the Company's online expense reporting tool (on or before the 10th of the month following the month of the charge(s)). If timely submission of expense reports is consistently not met, the Company reserves the right to revoke the employee's use of the

Company credit card. Lodging expenses are required to be itemized on the expense report. For meal and entertainment expenses, you must indicate on the expense report the purpose of the meal/entertainment event and the people in attendance, in accordance with IRS guidelines.

- **Financial Advisors**, one expense report (containing both corporate card expenses and out of pocket expenses) should be submitted each month.
- **Staff Employees**, no more than two expense reports (containing both corporate card expenses and out of pocket expenses) should be submitted each month.

For all out-of-pocket expenses, employees will be reimbursed via direct deposit or check once the appropriate workflow approvals are complete.

- **Receipts and Documentation** - Please note that receipts are REQUIRED to be turned in for both corporate card charges and for out-of-pocket expense reimbursement requests. Expense reports without the proper receipts and documentation will be rejected and sent back to employee to correct.
- **Lodging Receipts** - ALL lodging receipts are required to be submitted with expense reports as required by the IRS (otherwise expense report submission will be denied).
- **Other Receipts (other than Lodging)** - are required for all charges that are \$75 or more (as required by the IRS). Although please feel free to turn in all receipts if there is ever any doubt.

Documentation for meals/entertainment charges: Employees must document the attendees for each meal/entertainment expense and the business purposes for such meal/entertainment expenses (as required by the IRS).

## 12.6 Continuing Education/Conferences

Employees are encouraged to attend professional conferences or seminars that are related to the work they are doing at CAPTRUST. Employees may submit requests to their managers or managers may request that an employee attend a specific conference or seminar. Requests to attend a conference or seminar must be made in writing to employee's Manager. No employee may attend a conference or seminar without the prior written approval of employee's Manager. When an employee attends a conference, the employee shall submit a written summary of the key information obtained (so that it may be easily shared) to their Manager prior to being reimbursed for any expenses.

Continuing education for regulatory requirements and associated travel will be paid by the Company. Continuing education for professional designations such as CFA, CIMA, and CFP may be paid at the Company's discretion and with the approval of Human Resources.

## 12.7 Violations

A clear, well-documented and organized business expense policy is of vital importance to CAPTRUST. Each employee is required to familiarize themselves with all aspects of the current business expense policy. Any questions can be directed to the Finance Department.

Violations and any form of abuse in relation to these policies and standards will result in disciplinary action, up to and including termination of employment.

## 12.8 Summary of Specific Business Expense Costs

### Mileage Reimbursement

- CAPTRUST will reimburse 100% of mileage expenses per current IRS regulations for the use of employee's personal vehicle for Company business purposes.
- For non-Financial Advisor employees, when driving more than 300 miles roundtrip, the employee should rent a vehicle from the Company's preferred vendor.
- Because CAPTRUST reimburses for mileage, the Company will NOT reimburse for gas, vehicle maintenance, or other actual costs for the use of an employee's personal vehicle for Company business purposes.
- Commuting mileage is never reimbursed (see details on commuting under the full Policy on business expenses).

### Cell Phones and Data Plans

- Approval: Manager approval is required for an employee to have a Company provided cell phone.
- Service Plan Cost: A maximum amount of \$65 per month can be submitted for cell phone service plan costs, whether employee is on the Company service plan or employee submits their own personal cell phone/data bill for reimbursement. (Note for FAs: such maximum submission amount is then further subject to the FA SOD Policy).
- Individual vs Company Plan: CAPTRUST will cover the primary line on an employee's individual (or family) account plan when submitted for reimbursement and deem such primary line as the business line (maximum submission amount is limited to \$65 per month).
- Termination Fees: CAPTRUST does not cover termination fees.
- Phone Cost: CAPTRUST will cover an amount up to the cost for the standard cell phone that the Company currently issues/supports (which is approximately \$250). Any costs above this for purchasing a phone will be considered a personal expense and must be covered by the employee. Costs to upgrade a phone will be covered up to the standard cost noted above but only once every 2 years. Upgrade costs that occur prior to every 2-year window is the employee's responsibility and must be paid for by the employee (or will be charged to the employee).
- Phone Equipment Costs: CAPTRUST will cover up to \$35 for equipment costs (such as cases for phones, etc.). Equipment costs that occur prior to every 2-year window is the employee's responsibility and must be paid by the employee.
- Wireless Hotspots: Wireless hotspots are covered 100% by CAPTRUST for employees but require employee's Manager and IT Department approval. (Note for FAs: Hotspots are subject to the FA SOD Policy).
- Departure: All equipment and information on such cell phone equipment used for business is the property of the Company. However, in the event the Company allows the employee to take the phone upon departure, the Company will determine, in its discretion, the appropriate charge for such phone and the IT Department will wipe the phone of all Company data prior to employee's departure.
- Cell Number (belongs to): The Company recognizes that an employee's cell phone number generally belongs to employee, and it is CAPTRUST's general policy that the Company would release such number to employee upon departure from the Company. However, the Company reserves the right, in its sole discretion, to not release such number when it deems necessary.
- Damages: The decision to repair or replace a company cell phone will be at the discretion of the IT and Finance departments based on circumstances and damage history.

## Corporate Credit Card Program – American Express

Manager approval is required for an employee to have a Company issued credit card. General Credit Card Fees (which may change from time to time depending on the credit card company's policies):

- Corporate Green Card - \$15 annual fee
- Corporate Platinum Card - \$460 annual fee
- Member Rewards Membership - \$90 (Member Rewards points belong to the employee to be used as the employee wishes and is not reimbursable).

### Allocation of Costs between CAPTRUST and Employee:

- Corporate Green card - \$15: CAPTRUST will pay the annual fee.
- Corporate Platinum Card (General Employees) - \$550: CAPTRUST will pay the annual fee less the Member Rewards annual fee of \$90. CAPTRUST will pay \$460 of the annual fee and general employees must pay the remaining \$90 for the Member Rewards Membership that is included.
  - General Employees must obtain Manager approval to be issued a Corporate Platinum Card. This approval is generally based on the expected yearly travel of the employee (average 2 business trips per month).
- Corporate Platinum Card (Financial Advisors) - \$550: CAPTRUST will pay 50% of the annual fee less the Member Rewards annual fee. \$230 of the \$460 will be paid by CAPTRUST. \$230 of the \$460 will be paid by the FA. The remaining \$90 for the Member Rewards Membership that is included is 100% of the FA's responsibility.

## 13 Version

### 13.1 Overview

The current version of the Employee Handbook is effective 03/01/2023.

Updates to all the following documents have been made in the current version and all of the following documents have been incorporated into the current version of Employee Handbook:

- Employee Handbook previously revised 05/01/2022
- CAPTRUST Information Security Policy previously revised 01/08/2021; and,
- Policy and Guidelines for Business Expenses previously revised 07/01/2020.

## 14 CAPTRUST State Law Addenda

### 14.1 ARIZONA ADDENDUM - For Arizona Employees Only

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

#### 14.1.1 Arizona Medical Marijuana Act

The Company complies with the Arizona Medical Marijuana Act (AMMA) which allows a “qualifying patient” with a “debilitating medical condition” and a “designated caregiver” to possess up to 2.5 ounces of marijuana in a 14-day period.

To qualify as a patient under the AMMA, an employee must be diagnosed by a physician as having one of the defined medical conditions listed in the AMMA. “Debilitating medical condition” means one or more of the following:

- cancer, glaucoma, positive status for Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C, Amyotrophic Lateral Sclerosis, Crohn's Disease, agitation of Alzheimer's Disease, or the treatment of these conditions.
- a chronic or debilitating disease or medical condition or its treatment that produces one or more of the following: cachexia or wasting syndrome; severe and chronic pain; severe nausea; seizures, including those characteristic of epilepsy; or severe and persistent muscle spasms, including those characteristic of multiple sclerosis; or
- any other medical condition or its treatment added by the Arizona Department of Health Services pursuant to Arizona Revised Statutes Section 36-2801.01.

The Company prohibits discrimination based on an individual's status as a medical marijuana cardholder or their designated caregivers. The Company will not refuse to hire, discharge, or otherwise discipline an employee or applicant solely because of their cardholder status. The Company also prohibits discrimination against a qualifying cardholder due to their positive drug test for marijuana. This provision does not apply if the employee used, possessed, or was impaired by marijuana at or during work. The Company prohibits employees from using or possessing marijuana, or being impaired by marijuana, while working or being on the job. The Company's nondiscrimination provisions do not apply if employing a cardholder would cause the Company to lose monetary or licensing-related benefits under federal laws or regulations.

## 14.2 CALIFORNIA ADDENDUM - For California Employees Only

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

### 14.2.1 EEOC Protected Status

It is the policy of the Company to provide employment opportunities without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making, military and veteran status, and denial of medical leave, family care leave, or pregnancy disability leave or any other status protected by law. Harassment and/or discrimination based on “sex” includes harassment and/or discrimination based upon gender, gender identity (including gender identity and gender expression), pregnancy (including childbirth or related medical conditions, and breastfeeding), and gender stereotyping. Discrimination based on any of these protected classifications is unlawful and is a violation of company policy. The Company makes all employment decisions without regard to these protected statuses and does not tolerate harassment or discrimination.

### 14.2.2 Harassment Training

The harassment policy and complaint procedures contained in the main handbook are applicable to California employees. The Company’s harassment policy in California will be enforced in accordance with the California Fair Employment and Housing Act (“FEHA”). The FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave or pregnancy disability leave, and/or retaliation for reporting any violations of this policy. Employees who feel that they have been harassed or discriminated against in violation of this policy must immediately report any violation to the Human Resources Department so that investigation of the complaint can be undertaken. Reports of harassment or unlawful discrimination will be treated as confidential as possible without impeding the investigation. The Company will engage in a thorough investigation. Upon completion of the investigation, the complaining party will be informed of the results of the investigation and if violations of the policy are determined, appropriate disciplinary action, up to and including termination, may be handed down. Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act. The Company will not retaliate against any employee for lodging a complaint or participating in an investigation.

As stated above, the Company encourages all individuals to report any incidents of harassment or other prohibited conduct forbidden by this policy immediately to the Company so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission has the authority to accept and investigate complaints of prohibited harassment and discrimination in employment and to mediate settlements. Additionally, state agencies, including the California Department of Fair Employment and Housing, may have authority to issue accusations against employers, conduct formal hearings, and award affirmative relief. State and federal law also prohibit retaliation against employees because they have filed a complaint with the EEOC or DFEH, participated in an investigation, proceeding, or hearing with either agency, or opposed any unlawful discriminatory



practice. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

In accordance with California Code § 12590.1, employees will be provided sexual harassment training and education every two years. Newly hired supervisors or employees promoted into a supervisory position will receive training within six months of assuming supervisory responsibilities.

#### 14.2.3 Lactation Break

The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, employees should clock out for this time and such time will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations. An employee has the right to file a complaint with the California Labor Commissioner for any violation of their lactation accommodation rights.

#### 14.2.4 Meal Periods

Except for certain exempt employees, all employees who work five (5) or more hours in a day are required to take a thirty (30) minute duty-free meal period. An employee who works over ten (10) hours in a day is required to take a second thirty (30) minute duty-free meal period unless the employee elects to waive the second meal period as provided for below. When an employee works for a work period of more than five hours, a meal period must start no later than the end of the employee's fifth hour of work (in other words, before the start of the employee's sixth hour of work). When an employee works for a work period of more than ten hours, a second meal period must start no later than the end of the employee's tenth hour of work (in other words, before the start of the employee's eleventh hour of work). Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

Waiver of Meal Period. Employees may waive, if the Company agrees, their meal periods under the following circumstances. If an employee will complete their workday in six (6) hours, the employee may waive their meal period. Employees who work over ten (10) hours in a day may waive their second meal period only if they take their first meal period and they do not work more than twelve (12) hours that day. Anytime an employee elects to waive a meal period they must submit a written request and receive prior written authorization from their supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

No Company manager or supervisor is authorized to instruct an employee to forego a meal or rest period. Employees should immediately report a managers' or supervisor's instruction to skip a meal period to Human Resources.

On Duty Meal Period. In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Unless your supervisor directs you to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period.

#### 14.2.5 Rest Periods

The Company provides all full-time non-managerial and other non-exempt employees with the opportunity to take a ten (10) minute duty free rest period for every four (4) hours worked (or a major fraction thereof), which should be taken so far as practicable in the middle of each work period. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or timecards. Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all their rest periods during the pertinent pay period.

The following chart shows the number of rest breaks for which non-exempt employees are entitled to depending on the number of hours worked in a given workday.

Hours Worked	Number of Rest Breaks
0 – 3.5	0
3.5 – 6.0	1
6.0 – 10.0	2
10.0 – 14.0	3
14.0 – 18.0	4

Employees are relieved of all duties during rest periods. "Duty free" means that the employee is relieved of all work-related responsibilities, including, for example, any obligation to perform tasks, monitor work-related activities, carrying cellular telephones, personal digital assistants, or other communication devices, receiving, reviewing or responding to any communications, and any other tasks.

#### 14.2.6 Missed or Interrupted Breaks

If an employee has been deprived of the opportunity to take a meal period or is deprived of the opportunity to take a minimum uninterrupted duty-free thirty-minute meal period, the employee should always immediately report this fact to their supervisor or to the Human Resources Department. Likewise, if an employee is deprived of the opportunity to take a rest break or the opportunity to take a minimum uninterrupted duty-free ten-minute break, the employee should always immediately report this fact to their supervisor or to the Human Resources Department. The company will take steps to remedy the problem.

It is against company policy to impede or discourage employees from taking breaks. Any employee who believes that they have been discouraged or prevented from taking meal or rest breaks should report this fact to the Human Resources Department. Please note that no Company manager or supervisor is authorized to instruct an employee how to spend their personal time during a meal or rest period. The Company will take steps to correct any problems. Employees are encouraged to make such reports and will be protected from retaliation for doing so.

#### 14.2.7 Overtime Pay

The nature of our business sometimes requires employees to work overtime. Your supervisor will notify you when you are required to work overtime. We expect and appreciate your cooperation. We will try to provide you with advance notice of any overtime that will be required of you.

If you are a California non-exempt/hourly employee, you will be paid overtime as follows:

- One-and-a-half times your regular rate of pay for any hours worked over eight hours per workday or 40 hours per workweek.
- One-and-a-half times your regular rate of pay for any hours worked during the first eight hours on the seventh consecutive day in the same workweek.
- Double your regular rate of pay for any hours worked over 12 hours per workday or for any hours worked over eight hours on the seventh day of the workweek.

There may be exceptions to these standards where allowed by law.

Please remember you are not permitted to work overtime unless it has been authorized in advance by your supervisor.

The Company pays all overtime wages required by law, and supervisors are expressly forbidden from instructing or encouraging employees to work overtime off the clock. Employees should immediately report to Human Resources any instruction or suggestion by a supervisor that an employee work off the clock.

#### 14.2.8 Reporting Time Pay

If you report to work as scheduled or at the Company's request, but are not put to work because of an unanticipated closure, the Company will pay you for at least half of the hours that you were scheduled for or usually worked, but never less than two hours pay and never more than four hours pay.

Reporting time pay will not be owed or paid under the following circumstances:

- When a closure is caused by threats to employees or company property or when recommended by a civil authority, such as the police;
- When public utilities fail, such as water, gas, electricity, or sewer; or
- When work is interrupted by an act of God or other causes not within the company's control.

#### 14.2.9 Paid Time Off (PTO)

Financial Advisors are not eligible to accrue PTO under this policy. Financial Advisors include all employees with Financial Advisor in their title except Financial Advisor | Advice & Wellness. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Manager.

The Company's PTO policy will apply to California employees with the exception of the following modifications applicable to California employees. Eligible employees in California will not have a maximum cap on the rollover of unused PTO each year. Rather, employees in California will accrue PTO up to a maximum accrual cap which is 1.5 times an employee's annual accrual. For instance, if you are currently in the 20 day per year accrual tier, you will be able to accrue a balance of up to 30 days (which equals 240 hours). Once your balance hits 240 hours in PTO, you will not accrue any additional hours until you use PTO and your balance drops below 240 hours. Employees will be paid for any accrued but unused PTO at termination in accordance with California law.

#### 14.2.10 Paid Sick Leave Policy

CAPTRUST recognizes that employees will need time off from work to address their own medical needs, those of family members, and for related purposes. To the extent that applicable state or local laws in California mandate the accrual and use of paid sick leave ("PSL"), this policy is intended to ensure that all eligible employees who regularly work in California or the relevant local jurisdictions receive PSL in accordance with applicable law. PSL under this policy is not being provided in addition to any applicable pre-existing PSL policies, which are now superseded by this policy.

##### 14.2.10.1 Eligibility

This policy applies to Financial Advisors who regularly work in California. CAPTRUST has implemented a separate PSL policy for Financial Advisors who work in other state or local jurisdictions that require the accrual and use of PSL. Financial Advisors include all employees with Financial Advisor in their title with the exception of Financial Advisor | Advice & Wellness. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Managers.

##### 14.2.10.2 PSL Accrual

Beginning on the first day of employment, eligible employees may accrue PSL at a rate of one (1) hour accrued per 30 hours worked annually. Employees may accrue up to **eighty (80) hours at any time**. Once an employee has accrued 80 hours, the employee will not accrue additional PSL until they have used PSL and their total accrual is less than 80 hours. Employees will not accrue PSL during any unpaid leave of absence. Accrued but unused PSL will carry over to subsequent annual periods. However, accrued but unused PSL will not be paid out annually or upon termination or resignation of employment.

##### 14.2.10.3 Use of PSL

Eligible employees may use accrued PSL beginning on their 90<sup>th</sup> day of employment. Eligible employees may use PSL, where consistent with applicable state or local paid leave requirements, to:

- attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking involving an employee or a family member; or
- take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency or for other health-related reasons; or take time off for bone marrow or organ donation by the employee or a family member; or
- care for or aid an employee's own guide dog, signal dog, or service dog, or that of a family member or designated person's.

The use of PSL for other purposes (such as vacation, or "personal days") is prohibited. Specifically, abuse of legally mandated PSL under state or local law may result in disciplinary action up to and including termination. Employees must use PSL in increments of at least one (1) hour.

#### *14.2.10.4 Notification to CAPTRUST*

If the need for PSL is foreseeable, employees should provide advance notice as soon as possible under the circumstances, preferably at least seven (7) days in advance. If the need for PSL is not foreseeable, employees should provide notice of the need for PSL as soon as possible under the circumstances.

#### *14.2.10.5 Documentation for PSL*

If an employee uses PSL for more than three (3) consecutive scheduled workdays, CAPTRUST may require reasonable documentation of the purpose for such leave. If the reason for PSL is due to an employee's or a family member's own medical condition, verification from a health care provider is appropriate, but should not explain the nature of the condition should not result in an unreasonable burden or expense on the employee. If the reason for PSL is due to an employee's need for leave related to domestic violence, verification may include a police report, court order or other evidence from the court or a prosecuting attorney, other documentation from a victim advocate, attorney, member of the clergy, a medical or other professional, or an employee's own written statement.

CAPTRUST also reserves the right to require documentation verifying an employee's need to use PSL, if there are indications of a pattern of abuse, such as repeated use of unscheduled PSL on or adjacent to weekends, holidays, or pay day, regardless of whether the employee has used PSL for more than three (3) consecutive days.

#### *14.2.10.6 Compensation for PSL*

Timekeeping documentation should clearly reflect all PSL taken. Employees are required to use the time and attendance system for requesting and tracking PSL requests. PSL will be compensated at the same

hourly rate and with the same benefits as the eligible employee normally earns. When an eligible employee uses PSL, it will be paid in accordance with normal payroll procedures.

#### *14.2.10.7 Information Regarding PSL Balance*

The amount of an employee's accrued and available PSL, in the current pay period and for the year, will appear on each paystub or wage statement. Please review the statement for accuracy and immediately contact Human Resources if you have questions regarding the statement.

#### *14.2.10.8 State and Local PSL Compliance*

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

#### *14.2.10.9 Definitions*

For purposes of this policy, and where consistent with applicable law:

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

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

**"Parents"** shall include biological, adopted, and foster parents or stepparents of an employee or an employee's spouse, or a legal guardian of an employee or an employee's spouse.

**"Spouse"** shall include registered domestic partners or, if an employee has not spouse or registered domestic partner, a designated person of the employee's choice.

**"Designated person"** shall include "a person identified by the employee at the time the employee requests paid sick days.

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

## 14.2.11 State Mandated Insurance Benefit Programs

### 14.2.11.1 State Disability Insurance

By state law, the Company is required to deduct a certain amount from your pay to provide State Disability Insurance (S.D.I.). S.D.I. benefits are payable when you cannot work because of illness, injury, pregnancy unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the S.D.I. program.

### 14.2.11.2 Paid Family Leave Disability Insurance

In addition, the Company is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act ("FTDI") in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows eligible employees to receive compensation for lost wages, for up to eight (8) weeks in a twelve-month period, if you take time off work to provide care for a seriously ill child, spouse, parent, or domestic partner or to bond with a new child.

Despite its name, the FTDI is not a "leave" program; it does not provide you with any entitlement to leave and it does not protect your job while you are out on leave. In addition, you will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits. Note that you may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

## 14.2.12 Leave of Absences

### 14.2.12.1 California Family Rights Act (CFRA)

It is the policy of the Company to comply with the California Family Rights Act (CFRA) which authorizes eligible employees to take up a total of 12 weeks of unpaid job-protected leave during a 12-month period. While on leave, employees keep the same employer-paid health benefits they had while working.

An employee is eligible for leave if the employee has worked with the Company for 12 months and the employee has worked for the Company for 1,250 hours within the previous 12 months.

Eligible employees can take the leave for one or more of the following reasons:

- The birth of a child or adoption or foster care placement of a child
- To care for a family member (spouse, domestic partner, parent, parent-in-law, child (of any age), grandparent, grandchild, or sibling) or a designated person (any individual related by blood or whose association with the employee is the equivalent of a family relationship) with a serious health condition
- When the employee is unable to work because of a serious health condition
- A qualifying military exigency related to the call to active duty of an employee's spouse, domestic partner, child, or parent in the United States Armed Forces

A serious health condition is an illness, injury, impairment, or physical or mental condition that causes or requires:



- Any period of incapacity or treatment in connection with, or after inpatient care
- Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than 3 consecutive calendar days
- Ongoing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable
- Restorative dental or plastic surgery after an accident or injury

If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or a family member). For events that are unforeseeable, you must notify the Company, at least verbally, as soon as you learn of the need for the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

The Company may require medical certification from your health care provider before allowing you a leave. Contact the Human Resources Benefits Team for a copy of a medical certification form to give to your health care provider to complete.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. Contact the Human Resources Benefits Team for more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). The FEHA prohibits employers from denying, interfering with, or restraining your exercise of these rights. For more information about your rights and obligations, contact your employer, look at the Department of Fair Employment and Housing's website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov), or contact the Department at (800) 884-1684. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

#### *14.2.12.2 Pregnancy Disability Leave of Absence*

Pregnancy disability leave ("PDL") is available for employees with disabilities related to childbirth. "Disabled" as used in this section includes, but is not limited to, severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, and/or recovery from childbirth or loss or end of pregnancy. Only your healthcare provider (as defined by California law) may determine whether you are disabled.

An employee may take up to four months of leave per pregnancy regardless of length of service with the Company. The four-month leave period is equivalent to the number of hours an employee would regularly



work in 17-1/3 weeks. For instance, a full-time employee who works 40 hours per week is entitled to 693 hours of leave. Employees who work more or less than that are entitled to a *pro rata* or proportional amount of leave. Employees who are eligible and take such leave will, on return from leave, have their same or similar position in accordance with state law. An employee may be transferred to a less strenuous or hazardous position upon request if such transfer is medically advisable.

An employee can take PDL at any time that their healthcare provider designates the employee as disabled by pregnancy, childbirth, or related medical conditions. The employee can take leave at any time the employee is disabled during or after the pregnancy. The employee need not take all their leave at once. The pregnant employee can take PDL intermittently, as in the case of morning sickness early in the pregnancy, followed months later by the birth of the child.

Except in cases of emergency, you must provide the Company with advance notice that you require a leave or other accommodation related to your pregnancy. If the need for leave is foreseeable, you must provide notice at least 30 days before the leave is to begin. If 30 days' advance notice is not possible due to a lack of knowledge of when the leave, reasonable accommodation, or transfer will begin, a change in circumstances, a medical emergency, or other good cause, you must notify the Company as soon as possible. The Company will respond to your request as soon as possible, and in any event, not later than 10 calendar days after receiving the request.

You are required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability of a transfer. The certification should include: (1) the date on which you became disabled due to pregnancy or the date of the medical advisability of a transfer; (2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and, (3) a statement that, due to the disability, you are either unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself or to other persons, or a statement that, due to your pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable. Failure to obtain the required certification may result in the delay or denial of your request for leave.

PDL leave is unpaid by the Company. However, at your option, you may use any accrued vacation time or other accrued paid time off as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your PDL. The use of any paid leave will not extend the duration of your PDL.

We encourage you to contact the Employment Development Department regarding your eligibility for state disability benefits insurance during your leave.

When a pregnancy disability leave ends, the employee will be reinstated to the same position, unless either the job ceased to exist because of legitimate business reasons or the means of preserving the job would substantially undermine the ability of the Company to operate safely and/or efficiently. In most instances, if the same position is not available, the employee will be offered a comparable position in terms of pay, benefits, job content, and promotional opportunities.

#### *14.2.12.3 Civil Air Patrol Leave*

The Company provides leave to qualifying civilian volunteers in the California wing of the Civil Air Patrol. Employees who volunteer as part of the California Wing of the civilian auxiliary of the United States Air Force (known as "Civil Air Patrol") may be entitled to 10 or more days of unpaid leave per calendar year

to respond to certain emergency situations when responding to an emergency operational mission of the Civil Air Patrol. To be eligible for such leave, an employee must have been employed for at least a 90-day period immediately preceding the commencement of leave.

Time off to serve in the Civil Air Patrol is unpaid—however, you may choose to use accrued, but unused vacation during this time off. Remember, you should notify your supervisor as far in advance as possible and please keep in mind that the Company may request a copy of your certification from the Civil Air Patrol or other verification that you were called to duty to serve. If the requisite certification is requested by the employer but the employee does not provide it, the leave may be denied. If proper certification is provided, no action will be taken against any employee in any manner for requesting or taking any time off as provided for under this policy.

#### *14.2.12.4 Leave for Victims of Domestic Violence & Sexual Assault*

Employees who are victims of domestic violence or of sexual assault may receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault; or 5) obtain a restraining order, a temporary restraining order, or other injunctive relief to protect against future domestic violence, stalking, or sexual assault.

To take this leave, the employee must provide the Company with advance notice of this leave. If advance notice is not possible, the employee must provide the Company with the following certification upon returning back to work: 1) a police report showing that the employee was a victim of domestic violence or sexual assault; or 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

The employee may choose to use any accrued personal time off, if available, for an absence described above.

#### *14.2.12.5 Leave for Victims of Felony Crimes*

Employees who are victims of certain, specified felony crimes, or who are immediate family members of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning back to work.

#### *14.2.12.6 Bereavement Leave*

The Company will provide up to five days of unpaid bereavement leave upon the death of a family member (spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law).

The leave must be completed within three months of the family member's death and the employee will not be required to take the days off consecutively. The employee will be allowed to use the Company's paid bereavement leave followed by annual leave, accrued paid sick leave, compensatory leave, or any other leave that is otherwise available to the employee.

#### *14.2.12.7 Time off for Literacy Assistance*

Under state law, an employee who discloses a problem with literacy and who requests assistance in enrolling in an adult literacy education program will receive assistance from the Company, as long as this will not cause undue hardship to the Company. The Company's duty to accommodate may include providing the employee with locations of local literacy education programs or arranging for the literacy education provider to visit the job site. The Company is not required to pay the employee for absences from work because of the employee's participation in an adult literacy program.

#### *14.2.12.8 Unpaid Family School Leave*

The Company encourages its employees to be involved in the education of their children. Parents, guardians, stepparents, foster parents, grandparents, or a person who stands in loco parentis to a child of age to attend kindergarten through 12<sup>th</sup> grade or licensed childcare provider are eligible for up to forty (40) hours of unpaid leave each school year. The leave may be used to find, enroll, or reenroll their child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of their child. Employees seeking to use leave under this reason are limited to eight hours in any calendar month of the year. Additionally, the leave may be used to address a child care provider or school emergency, which means the child cannot remain in a school or with a child care provider due to: (a) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b) behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or (d) a natural disaster such as fire, earthquake, or flood.

The employee must personally notify their supervisor as soon as the employee learns of the need for the planned absence. Employees will be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Employees are requested to schedule individually scheduled activities, such as parent/teacher conferences, during non-work hours. Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

#### *14.2.12.9 School Appearances Involving Suspension*

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

#### 14.2.12.10 *Volunteer Civil Service Leave*

The Company gives time off to employees to perform emergency duty or to train as volunteer firefighters, reserve peace officers or as emergency rescue personnel.

An employee who is a volunteer firefighter, reserve peace officer or volunteers as emergency rescue personnel will be granted leave of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in training for firefighting, law enforcement or working as emergency rescue personnel. If you need time off for training on account of activities that fall under this policy, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter, reserve peace officer or as emergency rescue personnel is unpaid—however, you may choose to use accrued, but unused vacation during this time off. Remember, you should notify your supervisor as far in advance as possible and please keep in mind that the Company may request a copy of your call-to-duty orders, training certificates or other verification that you were called to duty to serve or train. No action will be taken against any employee in any manner for requesting or taking any time off as provided for under this policy.

#### 14.2.12.11 *Organ and Bone Marrow Donation Leave*

The Company will grant to an employee the following leaves of absence to assist with organ or bone marrow donation:

A leave of absence not exceeding 30 days paid and 30 days unpaid to an employee who is an organ donor in any one-year period, for the purpose of donating their organ to another person.

A leave of absence not exceeding five days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating their bone marrow to another person.

- a. In order to receive a leave of absence pursuant to this policy an employee shall provide written verification to the Human Resources Department that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
- b. Any period of time during which an employee is required to be absent from their position by reason of being an organ or bone marrow donor will not be considered a break in their continuous service for the purpose of their right to salary adjustments, PTO, annual leave, or seniority. During any period that an employee takes leave under this policy, the Company will maintain and pay for coverage under any group health plan, for the full duration of the leave.
- c. The Company may require as a condition of an employee's initial receipt of bone marrow or organ donation leave that the employee take up to five days of earned but unused sick or vacation leave for bone marrow donation and up to two weeks of earned but unused sick or vacation leave for organ donation.
- d. Notwithstanding existing law, bone marrow and organ donation leave shall not be taken concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.
- e. Leave provided for pursuant to this section may be taken in one or more periods.

- f. Upon expiration of a leave authorized by this policy, the Company will restore the employee to the position held by them when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The Company may decline to restore an employee as required in this section because of conditions unrelated to the exercise of rights under this part by the employee.

#### *14.2.12.12 Military Leave*

The Company will provide up to 15 days of unpaid leave annually to an employee who is a member of the California State Military Reserve to engage in military duty for purposes of military training, drills, unit training assemblies, or similar inactive duty training.

Additionally, the Company will allow a qualified employee who is the spouse of a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, a member of the National Guard who has been deployed during a period of military conflict, or a member of the Reserves who has been deployed during a period of military conflict, to take up to 10 days of unpaid leave. The qualified employee must provide written notice and documentation within two business days of receiving official notice that the military member will be on leave for deployment and intends to take the unpaid leave.

#### *14.2.12.13 Alcohol or Drug Rehabilitation Leave*

The Company will provide unpaid leave to an employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the unpaid leave does not impose an undue hardship on the Company. This leave does not prohibit the Company from discharging an employee who is unable to perform their duties as a result of the employee's current use of alcohol or drugs or cannot perform the duties in a manner which would not endanger their health or safety or the healthy or safety of others.

#### *14.2.13 Emergency Conditions*

The Company will permit an employee to leave or refuse to report to the workplace if an emergency condition exists. The employee is required to notify their Manager prior to leaving or refusing to report to the worksite to the extent possible or as soon as possible if prior notice is not feasible. An emergency condition is defined as a condition of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act or an order to evacuate a workplace, a worksite, an employee's home, or the school of an employee's child due to a natural disaster or a criminal act. An emergency condition does not include a health pandemic.

The Company will not take or threaten to take adverse action against an employee for refusing to report to, or leaving, a workplace because the employee has a reasonable belief that the workplace is unsafe. The employee must have a reasonable belief that the workplace is unsafe and would conclude that there is a real danger of death or serious injury if the employee enters or remains at the worksite based on the information known at the time. The Company will not prevent any employee from accessing their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. This policy does not apply when the

emergency conditions that pose an imminent and ongoing risk of harm to the workplace, the employee, or the employee's home has ceased.

## 14.3 COLORADO ADDENDUM – For Colorado Employees Only

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

### 14.3.1 Healthy Families and Workplace Act

#### 14.3.1.1 *Paid Sick Leave*

The Company complies with the Healthy Families and Workplaces Act for our Colorado employees. Our corporate PTO policy complies with and is more generous than Colorado's Paid Sick Leave requirements. Full-time employees and part-time employees that work more than 20 hours will only receive PTO. This policy also includes part-time employees that work less than 20 hours per week, seasonal employees, temporary employees and interns.

Employees will be provided 48 hours of paid sick and safe time (PSST) on their first day of employment. Employees may use up to 48 hours of PSST per year. Employees may carryover up to 48 hours of unused PSST to the next calendar year. However, annual use is still limited to 48 hours.

##### 14.3.1.1.1 *PSST Qualifying Reasons*

Employees may use PSST for the following reasons:

- a) a mental or physical illness, injury, or health condition that prevents work; or
- b) obtaining preventive medical care (including a vaccination), or a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition; or
- c) being a victim of domestic abuse, sexual assault, or criminal harassment who needs leave for medical attention, mental health care or other counseling, victim services (including legal), or relocation; or
- d) care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (b) or (c); or
- e) due to a public health emergency, a public official closed the employee's (1) place of business, or (2) child's school or place of care, requiring the employee to care for the child.

If the need for paid sick leave reasons is foreseeable, an employee should provide advance notice to their supervisor. If the need is unforeseeable, an employee shall provide notice of the need as soon as practicable.

##### 14.3.1.1.2 *Verification*

If an employee uses PSST for 4 or more consecutive workdays, the Company may require "reasonable documentation" that the PSST is for an authorized purpose. The Company will not require disclosure of details relating to domestic violence, sexual assault, or stalking, or the details of an employee's or family member's health information, as a condition of providing PSST.

Unused PSST will not be paid out at termination. PSST can be used in hourly increments.

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, legally mandated PSST, informs another of their rights under HFWA, files a complaint alleging violations of the HFWA, or cooperates or assists an investigation following a complaint. If you believe that you have been treated unfairly on account of your request and/or use of legally mandated PSST, please immediately report this concern to Human Resources so the matter may be reviewed, and appropriate corrective action may be taken.

#### *14.3.1.2 Public Health Emergency Leave ("PHEL")*

In addition to PSST, the Company provides employees with additional paid sick leave during a public health emergency (for the reasons discussed below under "Reasons for Leave"). Specifically, on the date a public emergency is declared, the Company will supplement each employee's accrued PSST as necessary to ensure that an employee can take the following amounts of PHEL.

- For employees who normally work 40 or more hours a week: at least 80 hours of PHEL; or
- For employees who normally work fewer than 40 hours in a week: the greater of (a) the amount of time the employee is scheduled to work in a 14-day period or (b) the amount of time the employee actually works during an average 14-day period.

The Company will count an employee's unused, accrued PSST toward the supplemental PHEL required. Employees are entitled to PHEL one time during the entirety of a public health emergency (even if it is amended, extended, etc.). Employees may use PHEL under the Act until 4 weeks after the official termination or suspension of the public health emergency. The Company will not require documentation for taking PHEL. Unused PHEL is not paid out at termination.

##### *14.3.1.2.1 Qualifying Reasons for Leave*

Eligible employees may use the one-time allotment of PHEL for the following reasons:

- an employee's need to self-isolate (or to care for a family member who is self-isolating) because the employee or family member is diagnosed with, or experiencing symptoms of, the communicable disease that caused the public health emergency;
- to seek or obtain (or to care for a family member who needs) medical diagnosis, care, or treatment if experiencing symptoms of a communicable disease that is the cause of the public health emergency;
- to seek (for the employee or a family member) preventive care concerning a communicable disease that is the cause of the public health emergency;
- if it has been determined by a local, state, or federal public official or health authority having jurisdiction, or by the employee's or family member's employer, that the presence of the employee, or the employee's family member needing care, on the job or in the community would jeopardize the health of others because of exposure to the communicable illness or because the employee or family member is exhibiting symptoms of the illness (regardless of diagnosis);
- to care for a child or other family member when the childcare provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed due to a public health emergency—including if the school or place of care is physically closed but providing instruction remotely; or



- if an employee is unable to work because the employee has a health condition that may increase susceptibility to, or risk of, a communicable disease that is the cause of the public health emergency

#### 14.3.2 Overtime

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

- Forty (40) hours per workweek;
- Twelve (12) hours per workday, or
- Twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

#### 14.3.3 Meal and Rest Periods

Non-exempt employees are entitled to an unpaid 30-minute, uninterrupted, duty-free meal period for all shifts exceeding 5 consecutive hours. To the extent practicable, such meal periods should be at least one hour after the start and one hour before the end of the shift. If a meal break is not possible or impractical, employees must be permitted to consume an “on-duty” meal while performing duties, which will be paid. Employees are also entitled to a paid 10-minute rest period for each 4-hour work period; insofar as practicable, the break shall be in the middle of each work period. COMPS 38 treats missed rest breaks as effectively adding 10 minutes to the shift and requiring employers to pay wages for that period of time.

#### 14.3.4 Pregnant Workers Fairness Act

The Company provides pregnant employees with reasonable accommodations and supports the hiring of applicants who are pregnant. These accommodations may include frequent breaks, limitations on lifting, transfers to less hazardous or strenuous positions for the duration of the pregnancy, assistance with manual labor, and work schedules that are modified. The Company will make available reasonable accommodations that do not create undue hardships on the business, the Company will not force a pregnant employee to accept an accommodation including forcing a pregnant employee to go on a leave of absence rather than performing light or modified duty.

#### 14.3.5 Paid Time Off

Financial Advisors are not eligible to accrue PTO under this policy. Financial Advisors include all employees with Financial Advisor in their title except Financial Advisor | Advice & Wellness. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Manager.

The Company’s PTO policy will apply to Colorado employees with the exception of the following modifications applicable to Colorado employees. Eligible employees in Colorado will not have a maximum cap on the rollover of unused PTO each year. Rather, employees in Colorado will accrue PTO up to a maximum accrual cap which is 1.5 times an employee’s annual accrual. For instance, if you are currently in the 20 day per year accrual tier, you will be able to accrue a balance of up to 30 days (which equals 240 hours). Once your balance hits 240 hours in PTO, you will not accrue any additional hours until you use PTO and your balance drops below 240 hours. Employees will be paid for any accrued but unused PTO at termination in accordance with Colorado law.

### 14.3.6 Leave of Absences

#### 14.3.6.1 *Domestic Violence, Stalking, and Sexual Assault*

The Company provides up to 3 days of unpaid leave in any 12-month period to allow employees to protect themselves from domestic violence, stalking, or if the employee has been the victim of sexual assault. The Company does not discriminate against an individual for exercising their rights of protection from domestic violence.

Employees eligible for PTO or paid sick leave will be permitted to use PTO or paid sick leave where the employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, obtain services from a victim's services organization, obtain mental health counseling, seek relocation, or seek legal services.

#### 14.3.6.2 *Court Attendance and Crime Victims*

The Company will allow employees to take unpaid leave to testify in court proceedings without being penalized by the Company. The Company will not discharge or discipline any victim of specified crimes or a victim's immediate family for honoring a subpoena to testify in a criminal proceeding or for participating in the preparation of a criminal proceeding. The Company does not discriminate against an individual for exercising rights of protection from domestic violence.

#### 14.3.6.3 *Emergency Firefighters and Disaster Relief Volunteers*

The Company will not discharge an employee who is a volunteer firefighter who fails to report to work or leaves work because the employee was responding to an emergency summons (with minimal exceptions for employees with essential duties). The employee must provide a written statement from the chief of the fire department that the employee's absence was due to the emergency response.

Volunteer emergency workers called into service for disaster relief are entitled to up to fifteen days of unpaid leave if the employee is called into service for that disaster and provides proof that they are a qualified volunteer. The Company is not required to provide this leave to more than twenty percent of the Company's employees on a workday. The Company is not required to provide this leave to any employee designated as "essential" to the operation of the Company's daily enterprise, whose absence would likely cause the Company to suffer economic injury, or whose duties include assisting in disaster recovery for the Company.

### 14.3.7 Colorado Anti-Discrimination Act (CADA)

The Company will not refuse to hire, discharge, promote or demote, harass during the course of employment, or discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified because of disability, race, creed, color, sex, sexual orientation, gender expression, gender identity, religion, age (40 and older), national origin, marriage to a coworker, ancestry, pregnancy, childbirth, and related conditions.

#### 14.3.8 Wrongful Discharge in Violation of Public Policy/Whistleblowers

There is a public policy exception to the at-will employment doctrine providing a common law claim for wrongful discharge. A discharged employee can establish a prima facie case for wrongful discharge by showing the following: (1) the employer directed the employee to perform an illegal act as part of their work-related duties or prohibited the employee from performing a public duty or exercising an important job-related right or privilege; (2) the action would violate a specific statute relating to public health, safety, or welfare, or would undermine a clearly expressed public policy relating to the employee's basic responsibility as a citizen or a right or privilege as a worker; (3) the employee was discharged as a result of refusing to perform the act; and (4) the employer knew or should have known that the employee's refusal to comply with the order was based on a reasonable belief that the action was illegal, contrary to public policy, or violative of the employee's right or privilege as a worker.

#### 14.3.9 Lawful Off-Duty Conduct

The Company is prohibited from discharging an employee for engaging in lawful off-duty activities during nonworking hours, unless the termination decision: (1) relates to a bona fide occupational requirement or is reasonably and rationally related to the employment activities and responsibilities of a particular employee or a particular group of employees, rather than to all employees of the Company; or (2) it is necessary to avoid a conflict of interest with any responsibilities to the Company or the appearance of a conflict of interest.

#### 14.3.10 Miscellaneous Anti-Retaliation Protections

The Company will not retaliate against or interfere with the following acts: raising reasonable concerns about workplace violations of government health and safety rules, opposing a violation of workplace violations of government health and safety rules, or testifying or assisting in a proceeding about such a workplace violation. Employees are permitted to voluntarily wear their own PPE if that PPE provides more protection than the PPE provided at the workplace, is recommended by a government health agency, and does not make the employee unable to perform the job.

#### 14.3.11 Personnel Files (Employee Access)

The Company will permit current and former employees to inspect and obtain a copy of any part of their personnel files at a time convenient to both the Company and employee. Current employees may access their personnel file at least once annually. A former employee may make one inspection of their personnel file after termination of employment. The Company defines the term "personnel file" as "the personnel records of an employee that are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, or employment termination or other disciplinary action." The following are specifically excluded from the definition of personnel file: (1) documents required by state or federal law to be maintained in a separate file; (2) confidential reports from the employee's previous employer; (3) documents pertaining to an active criminal investigation; (4) documents pertaining to an active disciplinary investigation; (5) documents pertaining to an active investigation by a regulatory agency; and (6) documents identifying a person who made a confidential accusation (as determined by the Company) against the employee requesting the personnel file.

#### 14.3.12 Employer References and Information Sharing

The Company will not blacklist any employee discharged by the Company with the intent and for the purpose of preventing the employee from engaging in or securing similar or other employment from any other employer.

The Company will only furnish or verify an employee's name, dates of employment, job title(s), and salary and pay history (if requested in writing and authorized by the current or former employee).

#### 14.3.13 Colorado Consumer Data Protection Law

The Company has a written policy explaining how the Company will dispose of the personal information that we keep; (2) if a data breach is detected, the Company will alert consumers that their data has been compromised within 30 days; and (3) the Company will take "reasonable" steps to protect the personal information we keep.

#### 14.3.14 Colorado Overtime and Minimum Pay Standards Order

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

Please reach out to Human Resources with any questions.



## COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER ("COMPS Order") #38, POSTER & NOTICE

**Effective 1/1/22: must update annually;  
new poster available each mid-December**

### Colorado Minimum Wage: \$12.56/hour, or \$9.54 for Tipped Employees, in 2022 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2022
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver's minimum wage (\$15.87 in 2022)

### Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days *average* fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours, extra pay if over 15

### Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

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

### Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

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

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

### Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3).

### Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after an audit)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$9.54 in 2022, or \$12.85 in Denver), if:
  - (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

### Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$45,000 in 2022 (\$50,000 in 2023, \$55,000 in 2024, then inflation-adjusted), except \$28.92/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$101,250 in 2022)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

### Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

### Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

***This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact:  
DIVISION OF LABOR STANDARDS & STATISTICS, [ColoradoLaborLaw.gov](http://ColoradoLaborLaw.gov), [cdle\\_labor\\_standards@state.co.us](mailto:cdle_labor_standards@state.co.us), 303-318-8441 / 888-390-7936***

#### 14.3.15 Handbook Addendum Acknowledgement

##### Colorado Handbook Addendum Acknowledgment

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

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

By Signing below, I acknowledge receipt of the Colorado Addendum to the Employee Handbook and the Colorado COMPS Order #38 Poster, which is incorporated into the Colorado Addendum. I acknowledge that if I have any questions, I can reach out to Human Resources.

Employee's Signature

Employee's Name (please print)

Date

## 14.4 CONNECTICUT ADDENDUM – For Connecticut Employees Only

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

### 14.4.1 Marijuana Possession

Pursuant to Connecticut's Palliative Use of Marijuana Act (PUMA), it is legal in Connecticut for certain individuals to possess limited amounts of marijuana for palliative use. "Palliative use" means the use of marijuana "to alleviate a qualifying patient's symptoms of a debilitating medical condition or the effects of such symptoms but does not include any such use of marijuana by any person other than the qualifying patient." A "qualifying patient" is a person who is at least 18 years old (or a minor with written consent from a parent), is a resident of Connecticut, and has been diagnosed with a "debilitating" medical condition. PUMA contains a list of "debilitating conditions," including cancer, Parkinson's disease, and epilepsy, and allows the Connecticut Department of Consumer Protection to publish regulations approving marijuana to treat additional conditions.

The Company will not discharge, penalize, or threaten an employee solely on the basis of the employee's status as a qualifying patient or primary caregiver. A "primary caregiver" is defined as a person, other than the qualifying patient and the patient's physician, who is at least 18 years old and has agreed to be responsible for managing the well-being of the qualifying patient with respect to the palliative use of marijuana.

The Company prohibits employees from manufacturing, distributing, using, selling, or being under the influence of illegal drugs, a controlled substance, or prescription drug not medically authorized while at their job, on Company property, or while on work time.

### 14.4.2 Meal Periods

The Company will provide a meal period of at least 30 minutes for employees who work for seven-and-one-half or more consecutive hours. The meal period will be given at some point after the first two hours of work and before the last two hours of work.

### 14.4.3 Connecticut's Family and Medical Leave Act

The Company allows eligible employees up to 12 weeks of unpaid leave under Connecticut's Family and Medical Leave Act (CTFMLA) during any 12-month period for the following reasons:

- The birth of a child and care within the first year after birth;
- The placement of a child with employee for adoption or foster care and care for child within the first year after placement;
- To care for a family member with a serious health condition;
- Because of the employee's own serious health condition;
- To serve as an organ or bone marrow donor;
- To address qualifying exigencies arising from a spouse, son, daughter or parent's active duty service in the armed forces; or



- To care for a spouse, son, daughter, parent or next of kin with a serious injury or illness incurred on active duty in the armed forces.

Employees may be entitled to two additional weeks for pregnancy-related health conditions resulting in incapacitation. Eligible employees may also be eligible to take 26 weeks of protected leave in a single 12-month period to care for a spouse, son or daughter, parent, or next of kin who is a current member of the armed forces with a serious injury or illness incurred in the line of duty.

For the purposes of the amended CTFMLA, a “family member” means a son, daughter, parent, parent-in-law, grandparent, grandparent-in-law, sibling, spouse of the employee, or an individual related to the employee by blood or affinity, and whose close association the employee shows to be the equivalent of a family relationship. An “eligible employee” is an employee who has been employed for at least three months preceding the first day of leave. There is no minimum hour requirement.

In cases where the need for leave is foreseeable and based on an expected birth or adoption of a child, the employee must provide the Company with at least 30 days' notice. If the birth or adoption requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Where the leave is needed for planned medical treatment for a serious health condition of the employee or the employee's spouse, child, or parent, the employee shall make a reasonable effort to schedule the treatment so as not to cause undue disruption to the Company's operations. The employee shall provide the Company with at least 30 days' notice, unless the date of treatment requires leave to begin in less than 30 days, in which case the employee shall provide such notice as is practicable.

The Company will not retaliate against an employee for exercising CTFMLA rights, or interfering with an employee's CTFMLA rights. Employees who take leave under the law are similarly also entitled to be restored to their original positions or, if the original position is not available, to an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

The employee has a right to file a complaint with the Labor Commissioner for any violation of this section.

#### 14.4.4 Connecticut Paid Family & Medical Leave

Employees who have earned wages of \$2,325 in the highest-earning quarter of the first 4 of the 5 most recently completed quarters and are currently employed, or were employed within the last 12 weeks, may be eligible for paid family leave (CTPFML) from the Connecticut Paid Leave Authority.

Up to 12 weeks of CTPFML during a 12-month period may be available for the following reasons:

- To care for a new child (birth, adoption, or foster)
- To care for a family member with a serious health condition
- To care for an employee's own serious health condition
- A qualifying exigency arising out of a family member being on active duty
- To serve as an organ or bone marrow donor
- To care for a spouse, son or daughter, parent, or next of kin who is a current member of the armed forces with a serious injury or illness incurred in the line of duty
- For reasons related to family violence (but subject to a 12-day limitation)



Connecticut employees may also be eligible for up to two additional weeks of paid leave from the Authority for a serious health condition resulting in incapacitation that occurs during a pregnancy.

CTPFML benefits are funded by payroll deductions from employees across Connecticut.

#### 14.4.5 Family Violence Leave

Employees may be eligible for up to 12 days of unpaid leave who are victims of family violence for the following reasons:

- to seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim;
- to obtain services from a victim services organization on behalf of the victim;
- to relocate due to such family violence; or
- to participate in any civil or criminal proceeding related to or resulting from such family violence.

If the leave is foreseeable, employees should give at least seven days (7) notice to the Company. If the need for leave is not foreseeable, employees may be required to give notice as soon as practicable.

To support a leave request, an employee may be required to provide the following types of certifications:

- a signed, written statement certifying that the leave is for a purpose authorized by this law;
- a police or court record related to the family violence; or
- a signed, written statement that the employee is a victim of family violence from an employee or agent of a victim services organization, an attorney, an employee of the office of victim services or victim advocate, or a medical professional or other professional from whom the employee has sought assistance concerning the incident of family violence.

## 14.5 DELAWARE ADDENDUM – For Delaware Employees Only

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

### 14.5.1 Meal and Rest Breaks

Employees working seven-and-one-half consecutive hours or more are entitled to a 30 minute meal break, which is to be taken some time after the first two (2) hours of work and before the final two (2) hours unless: (1) compliance would be adverse to public safety; (2) the duties of the position may only be performed by one (1) employee; (3) the employer employs fewer than five (5) employees on a shift at a single place of business (in which case the exemption from the rule would only apply to the employees on that shift); or (4) the continuous nature of the operation requires employees to be available to respond to urgent conditions, and employees are compensated for break and meal periods.

Delaware does not require rest breaks except for employees under the age of 18, who may not work 5 hours or more continuously without a rest break of at least 30 minutes.

### 14.5.2 Marijuana

The Company allows medical use of marijuana for the treatment of certain medical conditions for those employees working in Delaware in compliance with the Delaware Medical Marijuana Act. The Company will not discriminate against employees or applicants based on their status as registered medical marijuana patients or designated caregivers. However, the Company does not accommodate the use of medical marijuana in the workplace nor permits employees to work while under the influence of marijuana.

## 14.6 DISTRICT OF COLUMBIA ADDENDUM – For Washington, DC Employees Only

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

### 14.6.1 Pregnancy Accommodation

The Company's policy is to reasonably accommodate any employee whose ability to perform the functions of their job are limited by pregnancy, childbirth, a related medical condition, or breastfeeding.

A "reasonable accommodation" means an accommodation that does not cause undue hardship in the operation of the Company's business that the Company can make for an employee whose ability to perform the functions of their job are affected by pregnancy, childbirth, a related medical condition, or breastfeeding. A reasonable accommodation may include (a) more frequent or longer breaks; (b) time off to recover from childbirth; (c) the acquisition or modification of equipment or seating; (d) the temporary transfer to a less strenuous or hazardous position or other job restructuring such as providing light duty or a modified work schedule; (e) having the employee refrain from heavy lifting; (f) relocating the employee's work area; or (g) providing private non-bathroom space for expressing breast milk.

"Undue hardship" means any action that requires significant difficulty in the operation of the Company's business or significant expense on the behalf of the Company when considered in relation to factors such as the size of the Company, its financial resources, and the nature and structure of its operation.

An employee requiring an accommodation related to pregnancy, childbirth, a related medical condition, or breastfeeding should contact the Human Resources Department. Upon the Company's receipt of such a request or its awareness of the need for such an accommodation, the Company will engage in good faith in a timely and interactive process with the employee to determine a reasonable accommodation.

The Company may require an employee to provide a certification from the employee's health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. Any such certification must include: (a) the date the reasonable accommodation became or will become medically advisable; (b) an explanatory statement as to the medical condition and the advisability of providing the reasonable accommodation in light of the condition; and (c) the probable duration that the reasonable accommodation will need to be provided.

The Company will not (a) refuse to make reasonable accommodations to the known limitations of an employee related to pregnancy, childbirth, related medical conditions, or breastfeeding, unless the accommodation would impose an undue hardship; (b) take an adverse action against an employee who requests or uses a reasonable accommodation; (c) deny employment opportunities to an employee or a job applicant based on the need to make reasonable accommodations to known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding; (d) require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding, or if the accommodation is not necessary for the employee to perform their duties; or (e) require an employee to take leave if a reasonable accommodation other than leave can be provided.

## 14.7 ILLINOIS ADDENDUM - For Illinois Employees Only

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

### 14.7.1 Harassment in Illinois

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

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

### ADMINISTRATIVE CONTACTS

Illinois Department of Human Rights (IDHR)

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

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269

Chicago TTY: 866-832-2298

Springfield: 217-785-4350

Springfield TTY: 866-832-2298

United States Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000

Chicago TTY: 312-869-8001

### 14.7.2 Annual Sexual Harassment Training

The Company holds annual sexual harassment training for all employees, including part-time employees, temporary employees, and interns who work or will work in Illinois, and those who do not work in Illinois but regularly interact with other employees in Illinois—for example, a supervisor located out of state who supervises employees in Illinois. Annual training will be completed by December 31.

### 14.7.3 Pregnancy Accommodations in Illinois

The Company complies with employment laws applicable to mothers and expectant employees, including the Family Medical Leave Act, Pregnancy Discrimination Act, Americans with Disabilities Act, and Illinois Human Rights Act. In Illinois, it is the Company's policy to make reasonable accommodations for pregnancy, childbirth, and medical and common conditions related to pregnancy and childbirth if requested by an applicant or employee and agreed upon.

#### 14.7.3.1 Eligibility:

This policy applies to all applicants or employees of the Company in the State of Illinois, and controls where it may conflict with the Company's other policies.

#### 14.7.3.2 Procedure for Requesting Accommodations:

Illinois applicants or employees that require accommodation(s) for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth shall make the request to their immediate supervisor or Human Resources, which will work with them to determine any effective reasonable accommodation(s). An accommodation(s) may not be reasonable where it poses an undue hardship on the Company.

The employee may be required to provide documentation from their physician to support the need for the reasonable accommodation(s). Documentation may include the medical justification for the requested accommodation(s), a description of the reasonable accommodation(s) that is medically advisable, the date the reasonable accommodation(s) became medically advisable, and the probable duration of the reasonable accommodation(s).

Employees have the right to reject any unsolicited accommodation offered by the Company. Additionally, teammates have the right to continue working during a pregnancy if a reasonable accommodation is available which would allow the teammate to continue to perform their job.

#### 14.7.3.3 Enforcement:

The Company prohibits discrimination, harassment, and retaliation against applicants and employees for requesting and/or using accommodation(s). If an applicant or employee experiences such prohibited conduct, they must file a complaint with the Company as set forth in the Company's policies. Employees have the right to file a charge with the Illinois Department of Human Rights within 300 days of the conduct and/or the United States Equal Employment Opportunity Commission within 300 days of the conduct.

Illinois Department of Human Rights  
Chicago: 312-814-6200 or 800-662-3942  
Chicago TTY: 866-740-3953  
Springfield: 217-785-5100  
Springfield TTY: 866-740-3953

U.S. Equal Employment Opportunity Commission

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

#### 14.7.4 Leaves of Absence

##### 14.7.4.1 Paid Sick Leave

Cook County adopted a paid sick leave ordinance that largely mirrors the language in the Chicago paid sick leave ordinance. Where a suburban municipality has lawfully preempted the Cook County ordinance and both the employee and the employer are located in that municipality, the employer has no earned sick leave obligations under the Cook County ordinance. The Cook County ordinance may still apply even if the employer's location is within an opt-out municipality, but the employee performs work in a municipality that has not opted out.

To the extent an employer and employee are both covered by the Chicago ordinance and the Cook County ordinance, enforcement of earned sick leave obligations lies with the City of Chicago's Department of Business Affairs and Consumer Protection under the Chicago ordinance.

##### 14.7.4.2 Chicago Paid Sick Leave Policy

CAPTRUST recognizes that employees will need time off from work to address their own medical needs, those of family members, and for related purposes. To the extent that applicable state or local laws mandate the accrual and use of paid sick leave ("PSL"), this policy is intended to ensure that all eligible employees who regularly work in those jurisdictions receive PSL in accordance with applicable law. PSL under this policy is not being provided in addition to any applicable pre-existing PSL policies, which are now superseded by this policy.

##### 14.7.4.2.1 Eligibility

This policy applies to all part-time (less than 20 hours a week), intern and seasonal employees who regularly work in Illinois. Full-time and part-time (over 20 hours a week) employees are covered by the PTO policy outlined in Section 9.4. CAPTRUST has implemented a separate PSL policy for Financial Advisors who work in other state or local jurisdictions that require the accrual and use of PSL. Financial Advisors include all employees with Financial Advisor in their title except Financial Advisor | Advice & Wellness and Financial Advisor | Retirement Services. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Managers.

##### 14.7.4.2.2 PSL Accrual

Beginning on the first calendar day after employment begins, and on the first day of each subsequent calendar year, employees will be provided **forty (40) hours** of PSL. PSL may be used during the annual period in which it is received. Up to 20 hours of PSL will carry over annually. Further, unused PSL will not be paid out annually or upon termination or resignation of employment.

#### 14.7.4.2.3 *Use of PSL*

Eligible employees may use accrued PSL, where consistent with applicable state or local paid leave requirements, to:

- attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- address the psychological, physical, or legal effects of domestic violence, harassment, sexual assault, or stalking involving an employee or a family member; or
- take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency or for other health-related reasons; or
- for absences from work when an employee or an eligible family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking; or
- take time off when an employee or a family member is quarantined by a public health authority or health care provider; or
- care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure; or
- bond with or care for a newborn, newly adopted or placed foster child under age 18, or an adopted or foster child over age 18 if incapable of self-care because of a mental or physical disability, if completed within 12 months of birth or placement; or
- take time off to attend a funeral, make arrangements for, or grieve following the death of a family member within 60 days of death; or
- take time off for maternity or paternity leave; or
- take time off in connection with an employee's child to attend a school-related conference, meeting, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

The use of PSL for other purposes (such as vacation, or "personal days") is prohibited. Specifically, abuse of legally mandated PSL under state or local law may result in disciplinary action up to and including termination. Employees must use PSL in increments of at least one (1) hour.

#### 14.7.4.2.4 *Notification to CAPTRUST*

If the need for PSL is foreseeable, employees should provide advance notice as soon as possible under the circumstances, preferably at least seven (7) days in advance. If the need for PSL is not foreseeable, employees should provide notice of the need for PSL as soon as possible under the circumstances.

#### *14.7.4.2.5 Documentation for PSL*

If an employee uses PSL for more than three (3) consecutive scheduled workdays, CAPTRUST may require reasonable documentation of the purpose for such leave. If the reason for PSL is due to an employee's or a family member's own medical condition, verification from a health care provider is appropriate, but should not explain the nature of the condition should not result in an unreasonable burden or expense on the employee. If the reason for PSL is due to an employee's need for leave related to domestic violence, verification may include a police report, court order or other evidence from the court or a prosecuting attorney, other documentation from a victim advocate, attorney, member of the clergy, a medical or other professional, or an employee's own written statement.

CAPTRUST also reserves the right to require documentation verifying an employee's need to use PSL, if there are indications of a pattern of abuse, such as repeated use of unscheduled PSL on or adjacent to weekends, holidays, or pay day, regardless of whether the employee has used PSL for more than three (3) consecutive days to the maximum extent allowed by law.

#### *14.7.4.2.6 Compensation for PSL*

Timekeeping documentation should clearly reflect all PSL taken. Eligible employees are required to use the time and attendance system for requesting and tracking PSL requests. PSL will be compensated at the same hourly rate and with the same benefits as the eligible employee normally earns. When an eligible employee uses PSL, it will be paid in accordance with normal payroll procedures.

#### *14.7.4.2.7 Information Regarding PSL Balance*

The amount of an employee's accrued and available PSL, in the current pay period and for the year, will appear on each paystub or wage statement. Please review the statement for accuracy and immediately contact Human Resources if you have questions regarding the statement.

#### *14.7.4.2.8 State and Local PSL Compliance*

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

#### *14.7.4.2.9 Definitions*

For purposes of this policy, and where consistent with applicable law:

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



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

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

**“Grandparents,” “grandchildren,”** and **“siblings”** include biological, adopted, foster, and step-relationships of the employee or the employee’s spouse.

**“Parents”** shall include biological, adopted, and foster parents or stepparents of an employee or an employee’s spouse, or a legal guardian or person who stood “in loco parentis” to an employee or an employee’s spouse as a minor child.

**“Spouse”** shall include domestic partners, registered domestic partners, civil union partners, or life partners.

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

#### *14.7.4.3 Illinois Service Member Employment and Reemployment Rights Act*

The Illinois Service Member Employment and Reemployment Rights Act (ISERRA) governs military leave and reinstatement for employees who perform military service. ISERRA incorporates the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) for its basic protections, case law, and regulations. But it expands upon USERRA’s definition of “military service” to include the following:

- Service in a federally recognized auxiliary of the United States Armed Forces when performing official duties in support of military or civilian authorities as a result of an emergency;
- service covered by the Illinois State Guard Act; and
- a period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System.

ISERRA requires that employees provide advance notice of pending service. Under ISERRA, employees absent on military leave are entitled to receive certain minimum performance evaluations—that is, “the average of the efficiency or performance ratings or evaluations received for the 3 years immediately before the absence for military leave.” Military members are also protected from discrimination.

#### *14.7.4.4 Domestic or Sexual Violence Leave*

The Company does not discriminate against an employee who is or who is perceived to be a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic violence. Eligible employees are eligible for unpaid leave (continuous or intermittent) to seek medical attention or counseling, obtain victim services, participate in safety planning, or seek legal assistance. Eligible employees are eligible for up to 12 weeks of leave in any 12-month period.

The Company may require that the employee certify that they are a victim of domestic or sexual violence and may require additional corroborating evidence.

The Company will not interfere with or deny an employee's attempt to exercise their VESSA rights. The Company will not penalize the employee because the workplace is disrupted or threatened by the actions of a person whom the covered employee states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member

#### *14.7.4.5 Blood Donor Leave*

The Company will provide participating employees at least 1 hour of paid time off every 56 days to donate blood. In order to be eligible, the employee must have worked for the employer for at least 6 months. The employee must receive approval from the Company in advance in order to be eligible for the paid leave.

#### *14.7.4.6 Emergency Services Leave*

The Company will not discharge a volunteer emergency worker employee who is absent or tardy because they are responding to an emergency that began prior to the time the employee was to report to work. Volunteer emergency workers include unpaid firefighters, emergency medical technicians, ambulance drivers, first responders, and auxiliary policemen. The employee must make a reasonable effort to notify the Company of the absence, and the Company may require the employee to provide written documentation substantiating the reason for the absence.

#### *14.7.4.7 Family Bereavement Leave*

Eligible employees are entitled to a maximum of 2 weeks (10 workdays) of unpaid bereavement time following the death of a covered family member which includes the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Eligible employees are eligible for the leave to be absent from work due to miscarriage, unsuccessful rounds of intrauterine insemination or of assisted reproductive technology procedures, failed adoption matches, adoptions not finalized due to being contested by another party, failed surrogacy agreements, diagnoses that negatively impact pregnancy or fertility, and stillbirths. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one family member during a 12-month period.

The time may be used to attend the funeral or alternative to a funeral, make arrangements necessitated by the death, or to grieve the death of the covered family member. The leave must be completed within 60 days after the date the employee receives notice of the death of the covered family member of

date of event. Employers are entitled to 48 hours of notice before the leave unless it is not practicable. Employers may require documentation to verify the necessity of the leave.

An employee is eligible for the leave after 1,250 hours of service with the employer during the prior 12-month period. Family bereavement leave may not be taken in addition to unpaid leave permitted under the Family and Medical Leave Act (FMLA) and may not exceed unpaid leave time allowed under that law.

#### 14.7.5 Meal Periods

The Company will provide an unpaid meal period for employees who work 7.5 continuous hours or more. The meal period must occur no more than 5 hours after beginning work and must last at least 20 minutes. The Company will provide an additional 20 minutes unpaid meal period for each additional 4.5 continuous hours worked. A meal period does not include reasonable time spent using the restroom facilities.

#### 14.7.6 Smoking in the Workplace

Smoking is prohibited in the workplace, but it is also prohibited within 15 feet from entrances, exits, windows, and ventilation intakes. “No Smoking” signs or the international “No Smoking” symbol are clearly and conspicuously posted in each place of employment where smoking is prohibited.

## 14.8 INDIANA ADDENDUM - For Indiana Employees Only

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

### 14.8.1 Smoke-Free Air

Smoking is prohibited in places of employment and within eight feet of a public entrance to a place of employment.

## 14.9 KENTUCKY ADDENDUM – For Kentucky Employees Only

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

### 14.9.1 Adoption Leave

The Company will grant reasonable personal leave up to six weeks for the reception of an adoptive child under the age of ten upon the written request of an employee. The leave does not apply for an adoption by fictive kin, stepparent, stepsibling, blood relative, including a relative of half-blood, first cousin, aunt, uncle, nephew, niece, and a person of a preceding generation as denoted by prefixes of grand, great, or great-great, or a foster parent who adopts a foster child who is already in their care. Any paid leave runs concurrently with any unpaid leave available under the Family and Medical Leave Act (FMLA).

### 14.9.2 Meal and Rest Breaks

Employees are entitled to a paid rest period of at least 10 minutes for each 4 hours worked. Employees are also entitled to a reasonable period for an unpaid meal break that must be scheduled as close as possible to the middle of the employee's shift and no sooner than the third nor later than the fifth hour of their shift. Ordinarily, 30 minutes or more is considered long enough for a bona fide meal break, but a shorter period of time may be long enough under special conditions.

## 14.10 LOUISIANA ADDENDUM – For Louisiana Employees Only

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

### 14.10.1 Holiday

In addition to the Company holidays, employees in the State of Louisiana will observe Mardi Gras Day.

### 14.10.2 Maternity Leave

Employees are eligible for six weeks unpaid medical leave for a normal pregnancy, birth, and related medical condition. Where an employee is rendered “disabled” on account of pregnancy, childbirth, or other related medical condition, the employee is entitled to take unpaid leave for up to four months. The Company will temporarily transfer a pregnant employee to a less strenuous or hazardous position for the duration of their pregnancy if the employee so requests, with the advice of their physician, where such transfer can be reasonably accommodated. There is no obligation to create a new job or bump other employees.

## 14.11 MASSACHUSETTS ADDENDUM - For Massachusetts Employees Only

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

### 14.11.1 Sexual Harassment Policy

It is the policy of the Company to provide and maintain a workplace that is free of sexual harassment. Sexual harassment in the workplace is both a violation of Company policy and it is unlawful. This policy applies to all employees of Company, regardless of their position.

Prohibited sexual harassment includes sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's work performance by creating an intimidating, hostile, humiliating or sexually offensive working environment. In addition, no manager or supervisor, may sexually harass any employee by making submission to or rejection of sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of employment or a basis for employment decisions. An employee who engages in sexual harassment is subject to disciplinary action, up to and including termination of employment.

Determinations of whether particular language or conduct is subject to disciplinary action under this policy are made on an individual basis, in light of all of the circumstances. The following, however, are some examples of conduct that may be considered sexual harassment, depending on the circumstances, and are prohibited by Company policy:

- Comments to, or about, any employee or their appearance that are sexually graphic or would otherwise tend to be degrading.
- Unwelcome physical contact of a sexual nature.
- Unwelcome jokes or other remarks with sexual content that is graphic or may otherwise be offensive to others.
- Display of objects, posters or pictures of a sexual nature.
- A repetition of any words or conduct of a sexual nature after the person addressed has indicated that such words or conduct is unwelcome.
- Questions regarding sexual conduct.
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive or obscene gestures.
- Threats, either explicitly or implicitly, that an individual's refusal to submit to sexual advances or sexual conduct will adversely affect their employment, evaluation, wages, advancement, assigned duties, benefits, or any other material aspect of employment.

#### 14.11.1.1 Complaint Procedure

If an employee believes that they have been subjected to sexual or other harassment prohibited by this policy, whether by a supervisor, a co-worker, or any other person with whom the employee comes in contact in connection with their work for the Company, the employee should report the incident immediately to the employee's supervisor or Chief Human Resources Officer, who can be reached at

800-216-0645. An employee may choose instead to contact their department head or another manager with whom the employee feels comfortable. Any claim may be made orally or in writing.

The Company will handle all complaints of sexual harassment in as confidential and prompt a manner as possible, though recognizing that complete confidentiality is not always possible. Following its investigation and review of the circumstances surrounding each complaint, the Company will take remedial action to it determines are appropriate to end any conduct in violation of this policy, including disciplining any employees it determines engaged in harassing conduct (which may range from warnings, suspensions, and demotions to termination of employment), and offer assistance to any employees it deems to have been subjected to harassment.

#### *14.11.1.2 Retaliation Prohibited*

The Company will not permit retaliation of any kind against anyone who complains in good faith about harassment or participates in good faith in an investigation of a harassment complaint. Such retaliation is both unlawful and a violation of Company policy, and any individual found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment.

#### *14.11.1.3 Responsible Agencies*

The following agencies are charged with investigating claims of unlawful discrimination, harassment, and retaliation:

Massachusetts Commission Against Discrimination  
One Ashburton Place  
Sixth Floor, Room 601  
Boston, MA 02108  
Phone: 617-994-6000  
TTY: 617-994-6196

436 Dwight Street  
Second Floor, Room 220  
Springfield, MA 01103  
413-739-2145

484 Main Street, Room 320  
Worcester, MA 01608  
508-453-9630

Equal Employment Opportunity Commission  
John F. Kennedy Federal Building  
15 New Sudbury Street, Room 475  
Boston, MA 02203  
Phone: (800) 669-4000  
TTY: 1-800-669-6820



#### 14.11.2 Massachusetts Parental Leave

Massachusetts employees who are not eligible for Family or Medical Leave under the FMLA may be eligible for a leave of absence for childbirth, adoption, or for the placement of a child pursuant to a court order under the Parental Leave Act.

Eligible employees are full-time employees who have been employed for at least three (3) months. Employees are eligible for up to eight (8) weeks of unpaid leave for (a) giving birth, (b) caring for a newly placed child under the age of 18 or under the age of 23 if the child is mentally or physically disabled, or (c) for an intended or actual adoption.

The Parental Leave Act also provides that if any two employees of the same employer are the parents to the same child, those employees are only entitled to one aggregate period of eight weeks of leave between them.

The employee who takes leave is generally entitled to be restored to their previous or similar position with the same status, pay, and seniority as when the leave period began. These protections apply only to leaves of up to eight weeks. According to the MPLA, the law does not require that an employee be reinstated to a position when employees in similar positions with similar lengths of service and status have been laid off due to economic or other operating conditions. In these circumstances, the employee on leave is to be afforded the same preferential treatment in consideration for another position as they would have had at the time that their leave period began.

Leave under MPLA is unpaid, though employees may use applicable accrued paid time off while on leave. Where an employee qualifies for leave under the MPLA and the federal FMLA as described in the main Handbook, leave under both statutes will run concurrently.

To obtain a Leave of Absence Medical Certification Form, contact the Human Resources Benefits Team pursuant to the notification procedures under the federal FMLA provision in the main Handbook.

#### 14.11.3 Pregnant Workers

Employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy. Employers may not treat employees less favorably than other employees based on pregnancy or pregnancy-related conditions and may not refuse to hire or deny an employment opportunity to an employee because of the employee's request for or use of a reasonable accommodation for pregnancy or a pregnancy-related condition.

To request an accommodation for your pregnancy or a pregnancy-related condition, please contact the Human Resources Benefits Team. Upon this request, we will engage in an interactive process to work with you to determine a reasonable accommodation to enable you to perform the essential functions of your job. We will accommodate pregnancy and pregnancy-related conditions unless doing so would pose an undue hardship to the company.

An employer cannot require an employee affected by pregnancy or a pregnancy-related condition to accept an accommodation if that accommodation is unnecessary to enable the employee to perform the

essential functions of the job. An employer cannot require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy, without undue hardship to the company.

We may require that medical documentation about the need for a reasonable accommodation be provided, however, we will not require medical documentation about the need for an accommodation for pregnancy or pregnancy-related conditions if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk.

## 14.12 MICHIGAN ADDENDUM - For Michigan Employees Only

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

### 14.12.1 Medical Marijuana

The Michigan Medical Marihuana Act does not legalize the use of marijuana. Rather, it protects the use of marijuana for certain individuals who qualify for a registry card from an adverse state action, such as criminal prosecution or discipline from state licensing boards. The Company can take appropriate action against an employee, including termination of employment, for violating the Company's Drug Free Workplace and Alcohol Policy, even if that employee possesses a valid medical marihuana card.

### 14.13 MINNESOTA ADDENDUM - For Minnesota Employees Only

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

#### 14.13.1 Minnesota Wage Disclosure Protection Law

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5075 or 800-342-5354.

## 14.14 MISSOURI ADDENDUM - For Missouri Employees Only

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

### 14.14.1 Victims of Domestic or Sexual Violence Leave Time Allowed

# VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

## LEAVE TIME ALLOWED

See [Section 285.630, RSMo.](#), and refer to [Sections 285.625 to 285.670 RSMo.](#) for definitions.

**EMPLOYEES** who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence, may take unpaid leave from work to address such violence by: \_\_\_\_\_

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by such violence.
- Obtaining services from a victim services organization.
- Obtaining psychological or other counseling.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or employee's family or household.
- Seeking legal assistance or remedies to ensure health and safety.

In the case of domestic or sexual violence as defined by statute, an individual who works for a business with 50 or more employees is entitled to up to two workweeks of unpaid leave within any 12-month period to address the related matters above. An individual who works for a business employing 20 to 49 employees is entitled to up to one workweek of unpaid leave within any 12-month period to address such matters.

*Leave may be taken intermittently or on a reduced work schedule. The employee shall provide to the employer 48 hours notice unless such notice is not practicable.*

**EMPLOYER:** \_\_\_\_\_

- May request certification that the employee or member of family or household is a victim as described above.
- Must restore the employee to the position of employment held prior to the reporting of domestic or sexual violence or an equivalent position.
- Must maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided had the employee continued in the employment previously held.
- May, under many circumstances, recover from the employee the premium paid for maintaining coverage if the employee fails to return from leave after the leave period has expired.



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## 14.15 NEBRASKA ADDENDUM - For Nebraska Employees Only

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

### 14.15.1 Paid Time Off

Financial Advisors are not eligible to accrue PTO under this policy. Financial Advisors include all employees with Financial Advisor in their title except Financial Advisor | Advice & Wellness. Examples include Vice President | Financial Advisor and Financial Advisor | Relationship Manager.

The Company's PTO policy will apply to Nebraska employees with the exception of the following modifications applicable to Nebraska employees. Eligible employees in Nebraska will not have a maximum cap on the rollover of unused PTO each year. Rather, employees in Nebraska will accrue PTO up to a maximum accrual cap which is 1.5 times an employee's annual accrual. For instance, if you are currently in the 20 day per year accrual tier, you will be able to accrue a balance of up to 30 days (which equals 240 hours). Once your balance hits 240 hours in PTO, you will not accrue any additional hours until you use PTO and your balance drops below 240 hours. Employees will be paid for any accrued but unused PTO at termination in accordance with Nebraska law.

## 14.16 NEW JERSEY ADDENDUM - For New Jersey Employees Only

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

### 14.16.1 NJFLA - New Jersey Family Leave Act

This Policy is only a summary of employees' rights. Many of the terms used in this policy have specific definitions under the applicable New Jersey state laws. Whether an employee is eligible for leave will be determined on an individual basis in accordance with all applicable laws. If there are any differences between the applicable laws and the summary below, the applicable laws will govern. If an employee has any questions about their family leave rights, they should contact the Human Resources Department.

Only employees employed in New Jersey may be eligible for New Jersey Family Leave Act (NJFLA) leave.

An eligible employee is generally entitled to 12 workweeks of unpaid leave in a 24-month period (a rolling 24-month period measured backward from the date the leave is requested to begin) for the following reasons:

- on account of the serious health condition of a family member;
- to care for a newborn or newly adopted child or a child placed with the employee for foster care; or
- when a state of emergency declared by the governor or as required by a public health authority, relating to an "epidemic," "a known or suspected exposure to a communicable disease," or "efforts to prevent the spread of a communicable disease," requires a covered employee to care for a child whose school or childcare facility is closed, care for a family member who is subject to a mandatory quarantine order, or care for a family member who is in voluntary self-quarantine.

Note: NJFLA leave taken to care for a newborn or newly adopted child or a child placed with the employee for foster care must be commenced within 12 months of the birth, adoption, or placement.

#### 14.16.1.1 Eligibility for NJFLA

To be eligible for NJFLA leave, an employee must have been employed for at least 12 months and must have worked at least 1000 hours in the 12 months preceding the date the leave is scheduled to begin. There is no requirement that an employee be employed at a worksite with at least 50 employees for NJFLA leave; the employee need only be employed by an employer that employs at least 50 employees in total, regardless of where they are employed.

Under the NJFLA, in addition to actual time worked, the following hours count toward the 1000-hour requirement: (1) hours the employee is absent on leave and being compensated under workers' compensation and (2) hours the employee would have worked except for having been in military service. However, hours the employee is absent on paid or unpaid personal, sick, vacation or administrative leave do not count.

#### *14.16.1.2 NJFLA Definitions:*

Definitions under the NJFLA are generally the same as under the FMLA, except that “family member” is generally defined as child, spouse, civil union partner, parent, parent-in-law, sibling, grandparent, grandchild, and “any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.”

#### *14.16.1.3 Coordinating FMLA and NJFLA Leave*

In some cases, an employee’s leave entitlements under the FMLA and the NJFLA run concurrently and in some cases they do not, depending upon the type of leave taken:

- When an employee takes a type of leave that is available only under the FMLA (for example, leave due to an employee’s own serious health condition, Caregiver Leave or Active-Duty Leave), the leave will only reduce the employee’s leave entitlements under the FMLA, and will not reduce the employee’s leave entitlements under the NJFLA. When an employee takes a type of leave that is available only under the NJFLA (for example, leave to care for a civil union partner or a parent-in-law with a serious health condition), the leave will only reduce the employee’s leave entitlements under the NJFLA, and will not reduce the employee’s leave entitlements under the FMLA.
- However, when an employee takes a type of leave that is available under both the FMLA and the NJFLA (for example, leave following the birth of a child or leave to care for a spouse with a serious health condition) the leave will run concurrently, meaning the leave taken will reduce the employee’s leave entitlement under both laws simultaneously.

#### *14.16.1.4 Substitution of Accrued Paid Leave*

NJFLA Leaves of Absence are generally granted without pay. However, when an employee takes NJFLA Leave, the employee is required to use any accrued PTO during an approved leave. Once the employee has exhausted their accrued paid time off, the balance of the leave will be unpaid.

The Company’s requirement that employees use all accrued paid leave while absent on a family or medical leave is modified if an employee applies and qualifies for Family Leave Insurance (FLI) benefits from the State, as follows:

- The employee will be required to use two (2) weeks of their accrued paid leave in lieu of the first two weeks of FLI benefits. This will reduce the employee’s FLI benefit entitlement from 6 weeks to 4 weeks
- The employee may elect to use additional weeks of accrued paid leave in lieu of additional weeks of FLI benefits. The amount of accrued paid leave used will reduce by an equal amount the FLI benefits available to the employee
- If an employee’s leave continues after the employee has exhausted their FLI benefits, the employee will be required to use all accrued paid leave available to them. After exhaustion of all accrued paid leave, the leave will be unpaid



#### *14.16.1.5 Intermittent/Reduced Schedule Leave*

NJFLA leave may be taken on a continuous basis and, under certain circumstances, on an intermittent or reduced work schedule basis.

An employee is entitled to take NJFLA leave on an intermittent or reduced work schedule basis when certified as medically necessary by a health care provider. When leave is for the planned medical treatment of a serious health condition, the employee and the Company will attempt to work out a schedule for such leave that meets the employee's needs and the Company's needs without unduly disrupting the operations of the Company, subject to approval of the health care provider.

An employee is entitled to take leave in connection with the birth or placement of a child through adoption or foster care on an intermittent or reduced work schedule basis only with the approval of the Company. Requests for intermittent/reduced work schedule leave in such cases will be considered at the discretion of the Company based on the Company's needs in the department or job which would be affected by such a request.

NJFLA leave taken on an intermittent basis must be completed in a 12 consecutive month period. NJFLA leave taken on a reduced schedule basis must be completed in a 24 consecutive week period.

#### *14.16.1.6 Requesting and Scheduling Leave*

If the need for leave is foreseeable – based upon an expected birth, placement for adoption or foster care, planned medical treatment for a family member's serious health condition – an employee must give notice at least 30 days before the leave is to begin. If 30 days' notice is not practicable, for example due to a lack of knowledge of approximately when the leave will be required to begin or a change in circumstances, an employee must give notice as soon as possible and practical under the circumstances.

If the need for leave is unforeseeable, such as in the case of a medical emergency, an employee must give notice as soon as possible and practical under the circumstances.

#### *14.16.1.7 Required Certifications*

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

An employee must return the required Certification within 15 days after the employee requests leave unless it is not practicable under the circumstances to do so.

#### *14.16.1.8 Job/Benefits Protection*

Job Restoration - An eligible employee who takes leave is entitled, upon return from leave, to be reinstated to their previous position of employment, or to an equivalent position with equal pay, benefits

and other terms and conditions of employment. There are certain exceptions to this requirement, including in the case of layoffs that occur during leave affecting the employee's position and in the case of "key employees."

#### *14.16.1.9 Compensation from the State – TDI Benefits*

A New Jersey employee who takes leave because of their own serious health condition may be eligible for Temporary Disability Insurance (TDI) benefits from the State. TDI benefits are intended to compensate employees for wage loss suffered as a result of a non-work-related illness or injury. TDI claim forms are available from the Human Resources Department.

#### *14.16.1.10 Compensation from the State – FLI Benefits*

A New Jersey employee who takes leave to care for a newborn child, a newly adopted child, or a family member with a serious health condition may be eligible for Family Leave Insurance (FLI) benefits from the State. FLI benefits are intended to compensate employees for wage loss suffered while taking these types of family leave. Employees who apply and qualify for FLI benefits are eligible to receive 85% of their average weekly wage (to a maximum of \$1025/week currently) for a maximum of 12 consecutive weeks (84 days) or up to eight weeks (56 days) of intermittent leave per 12-month period.

Additional eligibility terms apply to FLI benefits. For more information, please contact the Human Resources Department.

The FLI law does not create leave rights for employees. Leave rights for employees are created under the FMLA and the NJFLA, as described previously in this Addendum.

An employee may be eligible for FLI benefits from the State even if they are not eligible for family leave under the FMLA or the NJFLA.

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

## Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

*New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.*

### FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at [www.eeoc.gov](http://www.eeoc.gov).

### NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at [www.njcivilrights.gov](http://www.njcivilrights.gov). For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

***This notice must be conspicuously displayed.***



AD-290 (1/14)

### Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.  
I have read it and I understand it.

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date



NEW JERSEY DEPARTMENT OF  
**LWD**  
LABOR AND WORKFORCE DEVELOPMENT  
[nj.gov/labor](http://nj.gov/labor)

## 14.17 NEW YORK ADDENDUM - For New York Employees Only

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

### 14.17.1 New York Paid Family Leave

The New York Paid Family Leave Law provides eligible employees with paid family leave ("PFL") in order to bond with a new child (including absences required to meet adoption and foster care obligations), care for a family member with a serious health condition, or care for a military member who has been called into active military service, as described in greater detail below.

#### 14.17.1.1 Employee Eligibility Generally

Employees who are regularly scheduled to work 20 or more hours per week will become eligible to take PFL after the employee has worked 26 consecutive weeks for the Company. Employees who are regularly scheduled to work less than 20 hours per week will become eligible to take PFL after 175 days are worked for the Company.

#### 14.17.1.2 Waiver of Benefits

Employees may opt to file a waiver of PFL benefits if their regular employment schedule is (1) 20 hours or more per week but the employee will not work 26 consecutive weeks; or (2) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period. Employees who file a waiver will not have payroll deductions taken to cover PFL benefits. Within 8 weeks of any change in the regular work schedule of such an employee that requires the employee to continue working for 26 consecutive weeks or 175 days in a 52 consecutive week period, any waiver under this provision will be deemed revoked, and the affected employee must begin making contributions to the cost of PFL benefits, including any retroactive amounts due from date of hire, as soon as notified of such by the Company.

#### 14.17.1.3 Types of PFL

##### I. Leave to Care for a Family Member with a Serious Health Condition

Eligible employees are permitted to take PFL to provide care for a recipient with a serious health condition so long as:

1. The employee is **Providing Care** for a recipient who is a **Family Member** with a **Serious Health Condition**, which includes, but is not limited to, illness, injury, impairment, or physical or mental condition that involve inpatient care in a hospital, hospice, or residential health care facility or **Continuing Treatment or Continuing Supervision by a Health Care Provider**; and
2. The employee is in close and continuing proximity to the care recipient. This means present at the same location as the family member during the majority of the employment period from which leave has been taken. Travel for the purpose of securing medication or arranging care for the

family member, or for other reasons determined to be reasonably related to providing care, is permitted.

For purposes of this policy:

**Providing Care** may include necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services.

**Family Member** includes spouses, domestic partners, children, parents, parents-in-law, grandparents, and grandchildren.

**Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or Continuing Treatment or Continuing Supervision by a Health Care Provider.

**Continuing Treatment or Continuing Supervision by a Health Care Provider** may mean one or more of the following:

1. A period of more than three consecutive, full days during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to illness, injury, impairment, or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - i. **Treatment** two or more times by a health care provider; or
  - ii. **Treatment** on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider.
2. Any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition. A chronic serious health condition is one which:
  - i. Requires periodic visits for treatment by a health care provider;
  - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - iii. May cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy.
3. A long-term or permanent period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. The family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include, but are not limited to, Alzheimer's, a severe stroke, or the terminal stages of a disease.
4. A period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated because they are receiving treatment (including any period of recovery therefrom) by a health care provider for:
  - i. Restorative surgery after an accident or other injury; or
  - ii. A condition that would likely result in a period of incapacity of more than three consecutive full days in the absence of medical intervention or treatment. Examples include, but are not limited to, cancer (i.e., chemotherapy and radiation), severe arthritis (physical therapy), or kidney disease (dialysis).

***Treatment*** includes, but is not limited to, examinations to determine if a serious health condition exists and evaluations of the condition (i.e., therapy requiring special equipment to resolve or alleviate the health condition). *Treatment* does not include routine examinations.

## II. Bonding Leave and Adoption or Foster Care Obligations

Eligible employees are permitted to take PFL to bond with their newborn child for the first year of the child's life, with a recently adopted child for the first year of the adoption, or with a child recently placed into foster care with them for the first year of the placement (even if the child was born, adopted, or placed prior to January 1, 2018). Eligible employees may also take family leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. This includes, but is not limited to, leave due to counseling sessions, court appearances, or travel to another country to complete an adoption. Eligible employees' entitlement to PFL under this section expires at the end of the consecutive 52-week period beginning on the date of the birth or placement.

## III. Military Caregiver Leave

Eligible employees are permitted to take PFL for purposes identified under the federal Family and Medical Leave Act ("FMLA") when their spouse, domestic partner, child, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the armed forces of the United States. PFL may not be used for an employee's *own* qualifying military event.

### *14.17.1.4 Requesting Leave*

As described below, eligible employees have certain obligations and responsibilities both before and during PFL. Eligible employees must comply with the following obligations in connection with any PFL.

### *14.17.1.5 Timing to Provide Notice of the Need for PFL*

#### *14.17.1.5.1 Foreseeable Leave*

For foreseeable events, an employee must provide at least 30 days advance notice before PFL is to begin. "Foreseeable" events generally include an expected birth, placement for adoption or foster care; planned medical treatment for a serious health condition of a family member; the planned medical treatment for a serious injury or illness of a covered service member; or other known military exigency.

When the need for PFL is foreseeable and an employee fails to give 30 days advance notice, the employee's claim may be partially denied for a period of up to 30 days from the date notice is provided.

#### *14.17.1.5.2 Unforeseeable Leave*

If 30 days advance notice is not practicable for reasons such as a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable under the facts and circumstances of the qualifying event. The employee shall advise the Company as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.



When an employee becomes aware of a qualifying event less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day. An employee must request payment for a previously unspecified day of family leave within thirty days of the leave.

#### *14.17.1.5.3 Intermittent Leave*

Employees taking intermittent PFL must advise the Company of the schedule for intermittent PFL and provide notice as soon as is practicable before each day of intermittent PFL.

#### *14.17.1.6 Content of Notice of the Need for PFL*

Eligible employees must provide notice to the Company sufficient to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. The employee shall identify the type of PFL when providing such notice to the Company.

#### *14.17.1.7 Employee Documentation*

Eligible employees will need to file a Request for Paid Family Leave form and documentation in support of their PFL request to the PFL insurance carrier. A claim form may be obtained from Human Resources, the PFL insurance carrier, or on the New York State Paid Family Leave website.

To justify an employee's request for PFL, an employee will be required to present a certification from the health care provider treating the employee's family member or, if the leave is following birth of a child, the health care provider treating the mother of the child. For adoption and foster care, different types of documentation will be needed. If you are taking PFL for a qualifying military event, you will need to present copies of Duty Papers or other supporting documentation. Further details regarding what documentation is required to support a request for PFL are available from the PFL insurance carrier. No benefits shall be paid by the carrier until the completed Request for Paid Family Leave, together with any necessary certifications or proof of claim documentation, has been submitted to the carrier.

#### *14.17.1.8 PFL Duration and Pay*

Generally, eligible employees may take up to 12 weeks of leave. PFL benefits provide 67% of your average weekly wage, capped at the same percentage of the New York State Average Weekly Wage (NYSAWW).

The NYSAWW is updated annually and is available here: <https://paidfamilyleave.ny.gov/cost>. The NYSAWW is \$ 1,688.19 in 2023.

Employees may take the maximum benefit length in any given 52-week period. The 52-week clock begins to run on the first day the employee takes PFL. Employees may not receive both disability benefits and family leave benefits for the same period.



#### *14.17.1.9 Duration of Intermittent Leave*

Employees taking PFL in daily increments will be eligible for the maximum period of paid family leave calculated based on the average number of days worked per week with a maximum of 60 days per year for employees working at least 5 days per week.

When an employee requests PFL in daily increments, rather than as a weekly benefit, the daily benefit will be calculated based on the employee's average weekly wage divided by the average number of days the employee worked per week.

In arriving at the average number of days the employee worked per week for the purpose of determining the employee's wage for one day, the Company will average the number of days the employee worked per week over the last 8 weeks the employee worked.

#### *14.17.1.10 FMLA and PFL*

In situations in which an employee is eligible for both PFL and FMLA leave, FMLA leave will run concurrently with PFL. When the total hours taken for FMLA in less than full day increments reach the number of hours in an employee's usual work day, the Company will deduct one day of PFL benefits from the employee's annual available PFL benefit.

#### *14.17.1.11 Use of Accruals*

Employees are permitted to charge all or part of their PFL time to unused accruals or other paid time off and receive their full salary while on PFL, as opposed to the partial salary provided under the PFL. Employees whose PFL has also been designated as FMLA leave will be required to exhaust their unused vacation in connection with the portion of their PFL leave that runs concurrently with their FMLA leave.

#### *14.17.1.12 Health Insurance During PFL*

Healthcare benefits will be maintained while an employee is on PFL, provided that the employee continues to make any normal contributions to the cost of the health insurance premiums while on leave and is not more than 30 days late in payment of such premium.

#### *14.17.1.13 Reinstatement to Position and Benefits*

An employee who has received PFL benefits generally has the right to return to the same or equivalent position at the conclusion of their leave, with equivalent pay, benefits, and other employment terms.

#### *14.17.1.14 No Discrimination of Retaliation*

The Company will not retaliate or discriminate against an employee for exercising rights under the New York State Paid Family Leave Law. An employee who feels that they have been discriminated against or retaliated against due to an assertion of PFL rights should contact Human Resources.

#### 14.17.2 Sexual Harassment Prevention Policy

The Company is committed to a discrimination-free work environment, which includes maintaining a workplace free from all types of harassment, including sexual harassment. *This policy supplements the Company's Harassment and Discrimination-Free Workplace policy.*

Sexual harassment is offensive, a violation of our policies, and a form of employee misconduct. Employees of every level, including managers and supervisors, who engage in sexual harassment, or who allow such behavior to continue, will be disciplined for such misconduct, in accordance with this policy.

##### 14.17.2.1 Scope

This policy, as well as New York State law, applies to all employees, applicants for employment, interns (paid or unpaid), non-employees, and persons conducting business with the Company, regardless of immigration status ("Covered Individuals"). A non-employee is someone who is (or who is employed by) a contractor, subcontractor, vendor, consultant, intern (paid or unpaid), or anyone providing services in the workplace. Notwithstanding the application of this policy to such individuals, nothing herein creates an employment relationship.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur, for example, while Covered Individuals are traveling for business or at employer-sponsored events or parties. Calls, texts, emails, and social media usage by Covered Individuals can constitute unlawful workplace harassment, even if they occur away from the workplace, on personal devices, or outside of work hours.

All employees must review this policy and commit to maintaining a work environment free from sexual harassment. In addition, all employees must complete annual sexual harassment training. An employee's failure to comply with this policy and/or failure to complete annual training may result in appropriate remedial and/or disciplinary action, up to and including termination of employment.

##### 14.17.2.2 What is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and local laws. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and/or the status of being transgender.

Sexual harassment includes unwelcome conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence that is of a sexual nature or directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, and/or that interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Sexual harassment can occur by males against females, by females against males, or by or between individuals of the same or opposite sex or gender. It is important to know that sexual harassment can occur between any individuals, regardless of their sex or gender.

A harasser can be a superior, a subordinate, a coworker, or anyone in the workplace, including an independent contractor, contract worker, vendor, client, customer, or visitor.

Sexual harassment may be a single incident or a series of harassing acts. Any harassing conduct, even a single incident, may be addressed under this policy.

#### *14.17.2.3 Examples of Sexual Harassment*

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

- Verbal statements, such as:
  - Making lewd or sexual comments about an individual's appearance, body, or style of dress; or
  - Making sexist remarks or derogatory comments based on gender.
- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body, or poking another person's body; or
  - Rape, sexual battery, or molestation, or any attempt to commit these acts.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments; or
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience that create a hostile work environment.
- Sex stereotyping, which may occur when conduct or personality traits are considered inappropriate because they may not conform to ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic; or
  - Sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender, such as:
  - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work; or
  - Bullying, yelling, or name-calling because of sex, sexual orientation, gender identity, and/or the status of being transgender.

The legal definition of sexual harassment under federal, state, and local law is broad and, in addition to the above examples, other sexually oriented conduct, whether or not it is intended, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating may also constitute sexual harassment.

#### *14.17.2.4 Supervisory Responsibilities*

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

A supervisor's or manager's failure to report such conduct may result in disciplinary action, up to and including termination of employment. Supervisors and managers may also be subject to disciplinary action if they engage in, or in any way condone, sexually harassing conduct. Supervisors and managers will also be subject to discipline, up to and including termination of employment, for engaging in retaliation.

#### *14.17.2.5 Retaliation Prohibited*

The Company strictly prohibits retaliation against anyone who reports, in good faith, an incident of sexual harassment, provides information about suspected sexual harassment, or otherwise assists or participates in any investigation of a sexual harassment complaint. Any Covered Individual who believes that they have been subject to retaliation should immediately report such conduct to a manager or Human Resources Department. Specific reporting contact options and information is provided below.

No Covered Individual will be subject to adverse action because they report, in good faith, an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint.

Any employee who retaliates against anyone involved in a sexual harassment investigation will be subject to disciplinary action, up to and including termination of employment.

#### *14.17.2.6 What is Retaliation?*

Retaliation is unlawful under federal, state and applicable local law, as well as our policies. The Company prohibits any adverse employment action or any action that is likely to deter a person from engaging in protected activity. Protected activity occurs when an individual has, in good faith:

- Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving sexual harassment under any federal, state or local anti-discrimination law;
- Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

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

#### *14.17.2.7 Reporting Sexual Harassment*

Preventing sexual harassment is everyone's responsibility. The Company cannot prevent or remedy sexual harassment unless it knows about it. Any Covered Individual who has been subjected to behavior that may constitute sexual harassment, or anyone who witnesses or becomes aware of potential instances of sexual harassment, should report such behavior to a manager or Human Resources Department.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a complaint is available by calling the Chief Human Resources Officer at 800-216-0645. All Covered Individuals are encouraged to use this Complaint Form. Covered Individuals who report sexual harassment on behalf of others are encouraged to use the Complaint Form and note that it is on another person's behalf. If a complaint is verbal, the individual making the complaint is encouraged to complete the Complaint Form in writing. If the individual refuses, the person receiving the complaint should prepare a Complaint Form based on the verbal reporting.

Any Covered Individual who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination of employment or a business relationship, or other appropriate remedy.

#### *14.17.2.8 Investigation of Sexual Harassment*

All complaints or information (whether submitted verbally or in writing) about sexual harassment will be investigated. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt and thorough, and the Company will strive to complete its investigation in a timely manner. Information will be shared on a need-to-know basis only; however, others named or who may have information about the complaint will be notified and will have an opportunity to supply relevant information. The investigation will be conducted in a way that is impartial and fair to all participants.

All Covered Individuals are required to cooperate in an investigation of suspected sexual harassment. Covered Individuals who participate in any investigation will not be retaliated against.

While the process may vary from case to case, investigations will generally be completed in accordance with the following steps:

- Upon receipt of a complaint, Human Resources will conduct an immediate review of the allegations and may take any interim actions as deemed appropriate.
- Human Resources will request and review all relevant documents, including all electronic communications, and will take appropriate steps to preserve all documents, e-mails, and/or phone records relevant to the investigation.
- Human Resources will interview all relevant parties involved, including any relevant witnesses.
- Human Resources will create written documentation of the investigation, which may contain the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Human Resources will take appropriate steps to keep written documentation and associated documents in the Company's secure and confidential files.

Upon completion of the investigation, a determination will be made as to whether the conduct at issue violates the policy, and/or the nature of the disciplinary action or other corrective measures, if any, to be imposed. Human Resources will notify the reporting individual and the individual(s) about whom the complaint was made, and any corrective actions will be implemented promptly.

#### *14.17.2.9 Legal Protections and External Remedies*

All Covered Individuals have a legal right to a workplace free from sexual harassment, and in addition to the internal process at the Company, Covered Individuals may also enforce this right by filing a complaint with a government agency or by pursuing available remedies in court under federal, state, or applicable local antidiscrimination laws. There is no cost to file with these governmental agencies.

Each of the agencies listed below can conduct impartial investigations, facilitate conciliation, and if the agency finds that there is probable cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court or hearing and/or award relief, which varies but may include requiring the Company to take action to stop the harassment, or redress the damage caused, including payment of monetary damages, attorney's fees and civil fines. Courts may also award remedies if a violation of law is found.

Complaints with the New York State Division of Human Rights, United States Equal Employment Opportunity Commission, and the New York City Commission on Human Rights are subject to applicable statute of limitations. In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in federal or state court in accordance with the applicable procedural requirements and within the applicable statute of limitations. Complaining internally to the Company does not extend your time to file with an agency or in court. The contact information for each of these agencies is set forth below.

New York State Division of Human Rights  
One Fordham Plaza, Fourth Floor,  
Bronx, New York 10458  
(888) 392-3644 or (718) 741-8400

United States Equal Employment Opportunity  
Commission (EEOC)  
1-800-669-4000 (TTY: 1-800-669-6820)  
E-mail: [info@eeoc.gov](mailto:info@eeoc.gov)

[www.dhr.ny.gov](http://www.dhr.ny.gov) or  
[www.dhr.ny.gov/complaint](http://www.dhr.ny.gov/complaint)

New York City Commission on Human Rights  
Law Enforcement Bureau of the NYC  
Commission on Human Rights  
22 Reade Street  
New York, New York 10007  
311 or (212) 306-7450  
<https://www1.nyc.gov/site/cchr/index.page>

[www.eeoc.gov](http://www.eeoc.gov)

The Local Police Department  
If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department



## STOP SEXUAL HARASSMENT ACT FACTSHEET

All employers are required to provide written notice of employees' rights under the Human Rights Law both in the form of a displayed poster **and** as an information sheet distributed to individual employees at the time of hire. This document satisfies the information sheet requirement.

### The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, can require the violator to undergo training, and can mandate other remedies such as community service.

### Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

### Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

### Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

### Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

**Report sexual harassment to the NYC Commission on Human Rights. Call 212-416-0197 or visit [NYC.gov/HumanRights](http://NYC.gov/HumanRights)** to learn how to file a complaint or report discrimination. You can file a complaint anonymously.

### State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law where statutes of limitations vary.

To file a complaint with the New York State Division of Human Rights, please visit the Division's website at [www.dhr.ny.gov](http://www.dhr.ny.gov).

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at [www.eeoc.gov](http://www.eeoc.gov).



#### 14.17.4 New York City Reasonable Accommodations

The Company complies with New York City law as it relates to the reasonable accommodation process for employees needing reasonable accommodations for a covered disability, religious belief, pregnancy, childbirth, or related medical condition, or as a victim of domestic violence, sex offenses and stalking. New York City's law is broader than the American with Disabilities Act and the Company complies with the reasonable accommodation obligations applicable to employees in New York City.

The Company will engage in the interactive process and will have a cooperative dialogue with respect to accommodations requested. The interactive process may be in writing or orally depending on the particular situation. The "cooperative dialogue" constitutes a good faith discussion between the employee and Company concerning the employee's accommodation needs; potential accommodation that may address the employee's need for an accommodation; and any undue hardships or other difficulties that the potential accommodation may pose on the Company. At the conclusion of the interactive process, the Company will provide an employee a determination in writing on the request for reasonable accommodation that will indicate the accommodation requests that have either been granted or denied.

No employee will be subject to retaliation for requesting or obtaining a reasonable accommodation under this policy.

#### 14.17.5 New York Paid Sick Leave Policy

CAPTRUST recognizes that employees will need time off from work to address their own medical needs, those of family members, and for related purposes. To the extent that applicable state or local laws in New York mandate the accrual and use of paid sick leave ("PSL"), this policy is intended to ensure that all eligible employees who regularly work in New York or the relevant local jurisdictions receive PSL in accordance with applicable law. PSL under this policy is not being provided in addition to any applicable pre-existing PSL policies, which are now superseded by this policy.

This policy also includes part-time employees that work less than 20 hours per week, seasonal employees, temporary employees and interns. Employees will be eligible to use 56 hours of paid sick leave ("PSL"), which will be available for immediate use. Employees will receive 56 hours of PSL on January 1 of each year.

##### *14.17.5.1 Use of PSL Sick Time*

Employees may use sick time under this policy for the following qualifying situations:

- The employee's own a mental or physical illness, injury, or health condition; need to get a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need to get preventive medical care.
- To care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care
- The employee's business is closed due to a public health emergency or they need to care for a child whose school or child care provider closed due to a public health emergency.

#### *14.17.5.2 Safe Time*

Covered employees can use safe leave if they or a family member may be the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking, and they need to take actions necessary to restore the physical, psychological, or economic health or safety of themselves or family members, or to protect those who associate or work with the employee, including to:

- Obtain services from a domestic violence shelter, rape crisis center, or other services program.
- Participate in safety planning, relocate, or take other actions to protect the employee's safety or that of the employee's family members, including enrolling children in a new school.
- Meet with an attorney or social service provider to obtain information and advice related to custody; visitation; matrimonial issues; orders of protection; immigration; housing; discrimination in employment, housing, or consumer credit.
- File a domestic incident report with law enforcement or meet with a district attorney's office.
- Attend civil or criminal court dates related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

For purposes of this policy, "family member" is defined as child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis), spouse (current or former, and regardless of whether they reside together), domestic partner (current or former, and regardless of whether they reside together), parent, child or parent of an employee's spouse or domestic partner, grandchild or grandparent, sibling (half, adopted, or step sibling), any other individual related by blood to the employee, or any other individual whose close association with the employee is the equivalent of a family relationship.

Where the need for safe leave is for a "family offense matter", family member will also include any member of the same family or household; which shall mean (i) persons related by consanguinity or affinity; (ii) persons legally married to or in a domestic partnership with one another; (iii) persons formerly married to or in a domestic partnership with one another regardless of whether they still reside in the same household; (iv) persons who have a child in common, regardless of whether such persons have been married or domestic partners or have lived together at any time; and (v) persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time.

#### *14.17.5.3 Notice of Need for PSL*

To be eligible for PSL, you must notify your manager of your inability to work. Where the need for PSL is foreseeable, such as preventive care, or pre-scheduled medical treatments, you must notify your manager at least seven (7) calendar days in advance. Where the need for PSL is unforeseeable, you must notify your manager as soon as practicable. Use of PSL is not conditioned upon searching for or finding a replacement worker. Failure to follow these procedures may result in the absence being deemed unapproved and considered time off without pay.

#### *14.17.5.4 Carryover of PSL*

PSL will not carry over from the previous calendar year.

#### *14.17.5.5 Use and Documentation*

PSL must be taken in minimum increments of 1 hour. PSL will be paid at the employee's regular hourly rate of pay.

If an employee uses PSL for an absence of more than three (3) consecutive workdays, the employee may be required to provide documentation of the need for PSL. Such documentation shall consist of a written certification by a licensed health care provider indicating that the amount of sick time taken was necessary. The certification need not explain the nature of the illness.

For PSL, an employee must submit reasonable documentation showing that the use of safe time was authorized by this policy, such as a document signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time. The documentation should not and need not detail the nature of the family offense matter, sexual offense, stalking, or human trafficking.

For both safe and sick leave, the employee shall have seven (7) days from the date the employee returns to work to provide such documentation. The Company may deny a request for safe/sick time if an employee fails to provide documentation or notice in accordance with this policy.

#### *14.17.5.6 Confidentiality*

The Company does not require the disclosure of details relating to the employee's or the employee's family member's medical condition or require the disclosure of details relating to the employee's or the employee's family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of providing safe and sick time.

Any health information and/or information concerning status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained solely for the purposes of utilizing safe and sick time under this policy, shall be treated as confidential and shall not be disclosed, except it may be disclosed by the employee, with the employee's express written consent, or as required by law.

#### *14.17.5.7 Other Provisions*

Employees will not be paid for any unused, accrued PSL upon separation from the Company.

PSL will run concurrently with the Family and Medical Leave Act leave and New York Paid Family Leave, if applicable and to the extent permitted by law. If an employee leaves the Company for any reason, accrued but unused safe/sick leave will not be paid to the departing employee.

The Company prohibits discrimination or retaliation against an employee because of their request for, or use of, PSL under federal, state, or local law. An employee who believes that they have been treated unfairly on account of use of legally mandated PSL, or the employee's request for legally mandated PSL,

should immediately report this concern to Human Resources so that the matter may be reviewed and appropriate corrective action may be taken. The Company prohibits interfering with, restraining, or denying the exercise of, or the attempt to exercise, any right to accrue and use PSL under applicable law.

## 14.18 TENNESSEE ADDENDUM - For Tennessee Employees Only

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

### 14.18.1 Parental Leave

The Company provides unpaid leave of up to four months for eligible employees for pregnancy, childbirth, nursing an infant or adoption of a child. Eligible employees are full-time employees who have worked for the employer for at least 12 consecutive months. Three months' notice of the need for the leave is required except in the case of medical emergency or an unexpected placement for adoption.

### 14.18.2 Rest Periods

The Company provides employees with a 30-minute meal or rest break if they are scheduled to work six hours consecutively unless the nature of the work allows the opportunity for breaks. The breaks may be unpaid and cannot be scheduled during or before the first hour of scheduled work.

## 14.19 WASHINGTON ADDENDUM - For Washington Employees Only

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

### 14.19.1 Rest Breaks

Non-exempt employees will receive a paid 10-minute rest break for each four hours of working time, and may not be required to work more than 3 hours at a time without a rest break. While the Company may require employees to remain on premises during rest breaks, the employees will be free of work duties during the break.

The Company may require an employee to be on call during a rest break, as long the employee is still allowed to rest or attend to other personal business.

The Company may provide intermittent rest breaks (several short intervals of rest, relaxation, or personal activities) that together equal 10 minutes of rest time in lieu of a consecutive 10-minute rest period. However, if the Company's intermittent rest periods are short and hurried, or if the employee must engage in constant mental or physical exertion on behalf of the Company during the break, the break will not be considered a rest break.

Employees may not waive their right to a rest break. Failure to provide rest breaks subjects the employer to a claim for lost wages; and for each rest break not provided in accordance with Washington's requirements, the employer must compensate the employee for an additional 10 minutes of labor. The additional pay is considered "hours worked," and may require compensation for the missed break at the overtime rate.

### 14.19.2 Meal Periods

Non-exempt employees working more than five consecutive hours will be provided an unpaid, uninterrupted meal period. The meal period will be given between the second and fifth working hour, and a second meal period will be provided if the employee works an additional five hours after the conclusion of the first meal period. Moreover, employees working three or more hours longer than their normal workday will be provided at least one 30-minute meal period prior to or during the overtime period.

Meal periods will be unpaid. The Company may require the employee to remain on the premises if they are otherwise relieved from work obligations. If an unpaid meal period is interrupted such that the employee must complete a work task, then the employer must: (a) allow the employee to complete the meal period after completion of the task until the employee has received 30 minutes of mealtime; and (b) compensate the employee for the full 30 minutes.