



Associate Handbook

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INTRODUCTION

Welcome Statement

On behalf of your colleagues, Advantage Sales & Marketing LLC dba Advantage Solutions (the “Company”) and its direct and indirect subsidiaries, affiliated entities and divisions (collectively, “Advantage Solutions” or the “Company”)¹, welcomes and wishes you every success here.

We believe Customers/Clients are among our organization’s most valuable assets. (Customers are the retailers we sell to and service, while Clients are the manufacturers we represent.) Every associate represents the Company to our Customers and our Clients. The way we do our jobs presents an image of our entire organization. Customers/Clients judge all of us by how they are treated with each associate contact. Therefore, one of our first business priorities is to assist any Customer/Client or potential Customer/Client. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to Customers/Clients.

Our personal contact with our Customers/Clients, our manners on the telephone, and the communications we send to Customers/Clients are a reflection not only of ourselves, but also of the professionalism of the Company. Positive Customer/Client relations not only enhance our Client’s and Customer’s perception or image of the Company, but also pay off in greater Customer/Client loyalty and increased sales and profit.

We believe that each associate contributes directly to the Company’s growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our associates and to outline the policies, programs, and benefits available to eligible associates. Associates should familiarize themselves with the contents of the associate handbook as soon as possible, for it will answer many questions about employment with us.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

¹ Employment is only with one specific legal entity of the Company, and not with all of the legal entities that constitute the Company; and any references to the “Company” as an employer are intended to refer to the employing entity.



INTRODUCTION

Introductory Statement

This handbook is designed to acquaint you with the Company and provide you with information about working conditions, associate benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an associate and outlines the programs developed by the Company to benefit associates. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The Company operates in many states and its personnel policies could be subject to different laws and regulations. If any state law differs from the policies described in this associate handbook, the Company will comply with the applicable state law. Please consult human resources if you have any questions concerning this associate handbook or how your state requirements may differ from information presented here.

No associate handbook can anticipate every circumstance or question about policy. As the Company continues to grow, the need may arise and the Company reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or the Company to end our relationship for any reason at any time.



INTRODUCTION

Important Notice About This Handbook

The contents of this handbook are guidelines only and supersede any prior handbook. Neither this handbook nor any other company guidelines, policies or practices create an employment contract. The Company has the right, with or without notice, in an individual case or generally, to change any of its guidelines, policies, practices, working conditions or benefits at any time.

No one is authorized to provide any associate with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the Chief Executive Officer ("CEO"). Employment with the Company is at-will and may be terminated at any time with or without cause or notice by the associate or the Company, except as provided for in writing and signed by the CEO or as otherwise required by law.

Many matters covered by this handbook are also described in separate official documents. While they should be consistent, if there is any difference, the official policies will prevail. Formal policies prevail over any conflicting representation and/or statements by supervisors or managers.

Except for the Company's at-will policy and those policies required by law, the Company reserves the right to modify or change any of the policies or procedures contained in this handbook from time to time, in the Company's discretion. However, no oral statement, representations or practices of any officer or associate of the Company will act to modify or change any of these policies or procedures. All changes will be in writing.

This notice applies to all associates regardless of date of hire.



EMPLOYMENT

At-Will Employment

Our Company policy, subject to applicable law, is that associate employment is at-will, and neither this policy nor an associate's at-will employment can be changed except by a written document, signed by the Chief Executive Officer. With that sole exception, no representative of the Company can make any promises or other statements which imply that an associate has been hired for a specific period of time or that the associate's employment is something other than at-will.

At-will employment means that employment is at the mutual consent of the associate and the Company and either can terminate the relationship at-will. Therefore, associates can be terminated at any time, with or without notice or cause and an associate can also resign at any time. Although not required, two (2) weeks' notice to the associate's immediate supervisor or manager is requested as a courtesy to help facilitate a smooth transition of business matters.

Nothing contained in this manual or any other documents provided to the associate is intended to be, nor should it be construed, as a guarantee that employment or any benefit will be continued for any period of time. Any salary figures provided to an associate in annual or monthly terms are stated for the sake of convenience and are not intended to create, nor do they create an employment contract for any specific period of time.

Performance evaluations and disciplinary notices are simply tools used to communicate performance achievements and expectations with an associate. They do not create a contract of employment.



EMPLOYMENT

Associate Relations

The Company believes that the work conditions, wages, and benefits it offers to its associates are competitive with those offered by other employers in the area and in this industry. If associates have concerns about any work conditions (including but not limited to compensation), they are strongly encouraged to voice these concerns openly and directly to their supervisors or use any avenue of the Company's Open Door Policy.

Our experience has shown that when associates deal openly and directly with supervisors or other resources within the Company, the work environment can be excellent, communications can be clear, and approach to work can be productive and effective. We believe that the Company amply demonstrates its commitment to associates by responding effectively to associate concerns.

Notwithstanding our commitment to open and candid communication with our associates, the Company does not prohibit associates from discussing the terms of employment for the purposes of improving pay or other working conditions.

The Company also will not: (i) prohibit associates from disclosing their wages; (ii) require an associate to sign a waiver of his/her right to disclose his/her wages; or (iii) take any adverse employment action for disclosing one's own wages or discussing another associate's wages which have been disclosed voluntarily.¹

Please note this policy does not permit associates to disclose proprietary or trade secret information (see Social Media policy, by way of example, for examples of proprietary and trade secret information) or other information subject to legal privilege or other legal protections without the written consent of an authorized representative of the Company (or as required by law), nor does it permit disclosure of other associates' wage information or other employment terms to our competitors.²

² Minnesota associates are advised (in addition to the wage non-disclosure provisions outlined above) that Minnesota law pertaining to wage non-disclosure rights prevents an employer from retaliating against employees who assert these rights, and allows an employee to seek reinstatement, back pay, restoration of lost service, and expungement of any related adverse employment records.



EMPLOYMENT

Open Door Policy

The Company is committed to operating with integrity. Accordingly, our Open Door Policy encourages you to discuss your workplace questions, suggestions, and concerns through open communication using the various “Reporting Channels” outlined below. Your work-related feedback helps foster a workplace built on integrity and respect. You are encouraged to promptly discuss such information with the Company without fear of retaliation.

You are encouraged to use the following Reporting Channels available to you to address questions, feedback, and concerns regarding the workplace, which may include any concerns you may have pertaining to the Company’s clients, customers, vendors (including their associates) and members of the public with whom you come into contact either directly or indirectly during the course of your employment. (While these are not the only avenues available to you, the Company believes that using these established methods of internal communication can help foster prompt and effective resolution of workplace concerns.)

Company’s Reporting Channels:

- **Supervisor and/or Next Level Managers.** Resolution often begins with your supervisor or next level managers. If you have a workplace question, suggestion, or concern, you may discuss the situation with your supervisor or with their manager. We believe that your direct supervisor or other upper level managers on your team will be able to work with you to resolve most matters as they are most familiar with the day-to-day practices of your team. Your supervisor or next level manager will review the details and discuss potential solutions with you. If you are not comfortable discussing your concerns with your supervisor or next level manager, you may use one of the other channels of reporting described below.
- **Division Leader.** Another resource available to you is your Division Leader, especially if, after meeting with your supervisor or next level manager, you find that you still have questions or concerns or you would like further clarification on the matter; or if you are not comfortable contacting your direct supervisor or their manager. Your Division Leader will review the details and discuss potential solutions with you.

Human Resources Contact. Human Resources is another avenue for addressing a workplace question, suggestion, or concern, particularly if you believe your concern has not been adequately addressed by management, relates to management, or if you seek further clarification on a matter of policy. Human Resources will review and discuss possible solutions with you. You can contact Human Resources at ERSupport@advantagesolutions.net or 888-900-4276.



EMPLOYMENT

Open Door Policy (continued)

- **The Company's Ethics Line.** The Ethics Line does not replace our other Open Door policy channels for surfacing questions, suggestions, or concerns. However, if you believe your concerns involve conduct which potentially conflicts with ethical or legal obligations or company policy (including the Company's Code of Business Conduct & Ethics) or you are not comfortable contacting or were not satisfied with the outcome after contacting alternative Reporting Channels, you may file a report through the Company's Ethics Line, which may be used anonymously. The Ethics Line website is operated by an independent third party provider and can be accessed at any time through our Company's website or the third-party's website or telephone number. Submitted reports are ultimately reviewed and investigated by the Company's Associate Relations & Workforce Compliance Team; but the Company reserves the right to assign reports to be reviewed, investigated, and/or addressed as appropriate by a designated subject matter expert within or external to the Company. To access the Ethics Line or learn more information about this avenue of reporting please visit www.ethicspoint.com or call 888-325-7882.

The Company will not tolerate retaliation against any individual who reports any matter to the Company in good faith. However, if an associate knowingly reports inaccurate information (for personal gain or malicious intentions); fails to cooperate in an investigation; or threatens or intimidates others in an effort to influence their participation in an investigation; the associate may be subject to disciplinary action, up to and including termination of employment.

Individuals reporting concerns will be treated fairly and with respect, and the concerns will be reviewed and addressed timely. The information shared will remain confidential, to the extent possible; however, the Company cannot guarantee confidentiality. For future reference, the following link may be helpful in determining which channel would be the most effective means to address or resolve different types of issues which can arise in the workplace:

<https://www.asmconnects.com/Legal/ethichl/ASM%20Anonymous%20Reporting%20Hotline%20Documents/When%20to%20report%20an%20issue%20to%20ASM%20Ethics%20Line.pdf>

Please remember that you may use or escalate your concerns through any of the various Reporting Channels of the Company's Open Door policy if you are not comfortable using a particular channel or believe concerns have not been adequately addressed after having already raised the issue through another Reporting Channel.



EMPLOYMENT

Equal Employment Opportunity

EEO/Non-Discrimination Policy. The Company is an equal opportunity employer. It is the policy of the Company to provide equal opportunities for employment and advancement regardless of race, color, religious creed, national origin, age, physical or mental disability, medical condition (as defined under California or other applicable law), veteran or military status, marital status, ancestry, genetic information, sex, gender, gender identity, gender expression, sexual orientation, transgender status, or any other characteristic protected by law. Employment decisions at the Company will be based on an individual's qualifications, past experience, overall performance, and other lawful job-related criteria, as well as the Company's business interests. The Company strictly prohibits discrimination against any associate or applicant for employment because of any characteristic protected by law (including but not limited to those referenced above). This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

EEO/Work-Related Accommodations. The Company will make reasonable accommodations to provide equal opportunity in employment for otherwise qualified individuals, as required by law (including but not limited to accommodations pertaining to physical and/or mental disabilities, pregnancy, and religion). To request or ask questions regarding a work-related accommodation (including both at-work accommodations as well as leaves of absence not otherwise covered by the Company's leave of absence policies), please use the following contact information. For additional details, please review the Company's Reasonable Accommodations Policy.

- To request a new disability related accommodation or follow up on an existing disability-related accommodation request, contact the Company's third party Leave of Absence and Accommodation Administrator (the "L&A Administrator") by phone at 888-459-0794
- If you wish to request any other type of work-related accommodation or have any policy questions or concerns regarding the Company's work-related accommodation policies or procedures, please use the following contact information for the Company's Workplace Accommodations Department Phone: 888-985-0349 or workplaceaccommodations@advantagesolutions.net

Open Door Policy/ Ethics Line. As a reminder, any associates with questions or concerns about any type of suspected discrimination (including a suspected failure to provide a reasonable accommodation) in the workplace are encouraged to bring these issues to the Company's attention through any of the various reporting channels of the Open Door Policy such as of their immediate supervisor, next level managers, division leader, Human Resources or the Company's Ethics Line. Associates can raise concerns and make reports without fear of retaliation. Anyone found to have engaged in conduct which is contrary to the Company's Equal Employment Opportunity Policy (including but not limited to retaliation) may be subject to disciplinary action, up to and including termination of employment.



EMPLOYMENT

Business Ethics and Conduct

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our associates. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Company is dependent upon the trust of our customers, clients, and vendors, and we are dedicated to preserving that trust. Associates owe a duty to the Company and its customers, clients, and vendors to act in a way that will merit the continued trust and confidence of the public.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. For additional guidance, associates are expected to review and become familiar with the Company's Code of Business Conduct and Ethics. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and/or, if necessary, with Human Resources or one of the other channels of the Company's Open Door Policy for advice and consultation.

Compliance with Company policies including the Company's Code of Business Conduct and Ethics is the responsibility of every associate. Disregarding or failing to comply with the Company policies may lead to disciplinary action, up to and including termination of employment.

Immigration Law Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new associate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former associates who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.



EMPLOYMENT

Disability-Related Reasonable Accommodations

Policy Statement.

The Company is committed to complying fully with the Americans with Disabilities Act as amended (the “ADA”) and similar state and local laws and providing equal opportunity in employment for qualified individuals with disabilities. In furtherance of this commitment, it is the Company’s policy to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability to enable the individual to (i) participate in the employment application process, (ii) perform the essential functions of an assigned or desired position, and/or (iii) equally enjoy benefits and privileges of employment as are enjoyed by other similarly situated associates without disabilities, unless the accommodation would impose an undue hardship or pose a direct threat of substantial harm to the health or safety of the applicant, associate, or others. By way of clarification (but not limitation), disability may include pregnancy-related conditions and accommodations will be explored as part of the interactive process.

Reasonable Accommodation Process Overview.

Generally, a “reasonable accommodation” is an adjustment or change, for reasons related to one’s medical condition, to a policy or procedure related to the application process, one’s job duties (including but not limited to a leave of absence not otherwise provided by Company policy or leave-related law), or the employment experience. Accommodations are not intended to, nor should they be expected to eliminate essential job duties; lower uniformly applied quality or quantity standards; or provide personal items needed in accomplishing daily activities both on *and* off the job.

The responsibility for requesting or initiating a request for accommodation ordinarily lies with the “Individual.” The term “Individual” as used in this Policy shall include applicants, associates as well as an authorized representative acting on his or her behalf (such as a family member, friend, or health professional). However, an individual is not required to use “magic” words; rather one can simply communicate to the Company that he/she has medical restrictions that he/she believes is impacting his/her job (or the application for a job) and is seeking some type of assistance, adjustment, or other resources.



EMPLOYMENT

Disability-Related Reasonable Accommodations (continued)

1. Requests for Accommodation

An Individual who believes that he/she requires a disability-related accommodation pertaining to his/her existing employment should contact the Company's Leave of Absence and Accommodation (L&A) Administrator by phone at 888-459-0794 and submit a request for accommodation for the Company's review. (Contact information for other accommodation related inquiries, including those from job applicants, can be found at the end of this policy.) Forms which an Individual may use to request an accommodation are available through the Company's intranet site as well as through its third-party L&A Administrator). While these forms are intended to assist an Individual in providing the information necessary for the Company to promptly evaluate accommodation requests, an Individual is not required to use the Company's forms so long as the necessary information is provided.

To support an accommodation request, an Individual will typically be asked to submit documentation which identifies the nature of the claimed physical or mental disability; the nature and extent of the limitation(s) (including duration of limitation); and the requested accommodation(s) and corresponding duration. An Individual may be asked to provide information, possibly including medical records, supporting the existence of the disability to the extent the disability is not already known or obvious to the Company. An Individual is never expected to provide private or otherwise confidential information unrelated to his/her accommodation request or otherwise protected by law from disclosure; nor will an Individual be asked for more information than is necessary to evaluate whether he/she is a qualified individual with a disability; to assess the nature, scope, or duration of any related restrictions; or to identify an effective accommodation.

2. The Interactive Process

The Company will assess each request for accommodation, on an individualized basis (to include, without limitation, the individual's job duties, work environment, and medical limitations) and will actively engage in the interactive process to evaluate the request. The interactive process is a collaborative effort between the Company and the Individual requesting the accommodation to address the requested accommodation and/or identify potential accommodations that the Company might provide to help the Individual perform the essential functions of the job (or participate in the application process or enjoy the benefits or privileges of employment).

As part of the interactive process, it may be necessary for the Company to reach out and discuss the nature of the disability with the Individual or his/ her health care provider (if and to the extent authorized by the individual). Just as the Company is expected to actively work together with Individuals to evaluate accommodation requests and identify any appropriate accommodation, Individuals are expected to fully cooperate and engage in the interactive accommodation process. Any Individual who does not meaningfully cooperate and engage in the interactive process may jeopardize his or her ability to receive a reasonable accommodation.



EMPLOYMENT

Disability-Related Reasonable Accommodations (continued)

3. Accommodation Decision & Reconsideration

Final responsibility for determining the appropriateness of providing an accommodation and the nature of any such accommodation rests with the Company. If, based on the Company's individualized assessment, it is determined that the Individual is or may be a qualified individual with a disability and the requested accommodation is reasonable and will not impose an undue hardship or direct threat, the Company will make the accommodation in accordance with applicable law and Company policy. During the interactive process, the Company, the Individual, and/or the Individual's health care provider may identify other accommodations. Where there is more than one effective accommodation, the final decision as to which accommodation will be provided shall be made by the Company, after consideration of the wishes of the Individual seeking the accommodation.

The Company reserves the right to work with the individual to periodically review the accommodation granted in appropriate cases, where such review may be warranted due to the nature of the Individual's medical condition, a determination (by either the Individual or the Company) that the accommodation(s) previously provided are not effective, and/or changes in the Individual's job duties or business operations.

The Company's goal is to support an Individual's accommodation needs if and to the extent possible. There are occasions where an accommodation request may be denied (in accordance with applicable law). By way of example, the Company cannot accommodate someone who is not a qualified individual with a disability or where the accommodation eliminates an essential job function or imposes an undue hardship on business operations.

Where the Company denies an accommodation request due to either a lack of or inadequate information supporting the request, an Individual is welcome to submit additional documentation to the Company's Workplace Accommodations Department or the L&A Administrator in support of his/her original request. The Company will reevaluate the accommodation request in light of the additional information. Alternatively, where an Individual believes the denial is contrary to Company policy or applicable law, he or she may file a report through the Company's Ethics Line at www.ethicspoint.com

An Individual is not required to accept an accommodation offered by the Company; however, as with all associates, qualified individuals with disabilities are expected to satisfactorily perform his/her job duties with or without an accommodation. If an Individual rejects a reasonable accommodation necessary to enable him/her to perform the essential functions of the position held or desired and consequently cannot perform the necessary job duties, his/her employment may be put in jeopardy based on the failure to satisfactorily perform one's job.



EMPLOYMENT

Disability-Related Reasonable Accommodations (continued)

Zero Tolerance for Discrimination or Retaliation.

The Company prohibits discrimination or retaliation against an Individual for requesting a reasonable accommodation or for making or assisting in any complaint related to the accommodation process. Any perceived discrimination or retaliation should be promptly reported to Human Resources or through the Company's Ethics Line at www.ethicspoint.com.

Confidentiality of Related Information.

All material and information collected from an Individual in connection with this process will be treated confidentially and maintained separately from the individual's personnel file and in accordance with applicable law. Disclosure will only be made to (a) Human Resources, management, and other relevant Company personnel only as needed to assess and/or implement an accommodation request; (b) to first aid/safety personnel if the disability might require alternative actions in the event of an emergency; and (c) as required by law.

Time Away.

Where permitted by law, associates granted a leave of absence as a reasonable accommodation will be required to use any accrued but unused floating holiday, vacation, and sick time during any otherwise unpaid leave period.

Resources.

To request a new disability-related accommodation or follow up on an existing accommodation request, contact the Company's L&A Administrator by phone at 888-459-0794.

If you have any policy questions or questions regarding an existing disability-related reasonable accommodation in connection to your employment with the Company, please contact the Company's Workplace Accommodations Department by phone at 888-985-0349 or by email at workplaceaccommodations@advantagesolutions.net.



EMPLOYMENT

Lactation Policy

Objective.

To further support associates in maintaining work life balance, the Company provides associates with a reasonable amount of break time and a private room or other appropriate location to express breast milk.

Eligibility and Benefits.

Associates who are nursing mothers may take reasonable breaks to express milk as frequently as needed. The Company has identified designated office locations shielded from view, free from intrusion, and separate from the restroom facilities for this purpose. For associates who work at a third-party office or facility, the Company will work with the third-party to identify an appropriate private area for lactation to the extent an associate has been unable to identify such a location. Associates wishing to express milk at a work location should request a designated location by contacting the Workplace Accommodations Department.

The Company strictly prohibits discrimination against any associate who exercises or attempts to exercise the rights and benefits provided for under this policy.

If an applicable law is more generous to associates than the expectations in this policy appear to provide, the Company will comply with such law to the extent it is required to do so.

Procedures.

To help facilitate accommodation by the Company for an associate who wishes to benefit from this policy, the Company asks that the associate contact the Company's third-party reasonable accommodations administrator, Reed, at 888-459-0764 to request a designated location, storage space, and any break time(s) needed to lactate.

The requested break time can, but is not required to be taken concurrently with other scheduled and/or provided break periods. Breaks are unpaid unless they run concurrently with a paid rest break. (See the Company's Timekeeping Policy located on the internal [Policies and Procedures](#) site.)

Any expressed milk stored in an office refrigerator must be properly labeled with the name of the associate. Any nonconforming products stored in the refrigerator may be discarded. Associates storing milk in the refrigerator assume all responsibility for the safety of the milk, including any potential improper storage, refrigeration, and tampering.



EMPLOYMENT

Life-Threatening Illnesses in the Workplace

Associates with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Company supports these endeavors as long as associates are able to meet acceptable performance standards. As in the case of other disabilities, the Company will make reasonable accommodations in accordance with all legal requirements, to allow qualified associates with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual associates is treated confidentially. The Company will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other associates have a responsibility to respect and maintain the confidentiality of associate medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Associates with questions or concerns about life-threatening illnesses are encouraged to contact Human Resources for information and referral to appropriate services and resources.



EMPLOYMENT

Foodborne Illness Policy for Associates Handling Food

Policy Overview.

This policy is for associates of Advantage Sales & Marketing LLC dba Advantage Solutions (the “Company”) who handle food in connection with the performance of their job duties for the Company (“Associates”). The policy is intended to foster associate and public health and wellness; food safety and foodborne illness transmission prevention; as well as compliance with related federal, state, and local laws. To the extent any such law appears to impose additional requirements on the Company or food handlers performing duties on behalf of the Company, the Company will comply with any such law.

Reporting Requirements³.

An Associate must report to his/her on-site Company Supervisor or a Company associate temporarily designated by the Company Supervisor to be in charge (collectively or individually, “Person In Charge”) when presenting symptoms of an illness that can potentially be spread through food handling. Symptoms which must be reported include diarrhea; vomiting; fever; sore throat with fever; jaundice; and lesions containing pus on the hand, wrist, or an exposed body part (such as infected wounds or boils).

In addition, an Associate must report to the Person In Charge if he/she is diagnosed with, has been exposed to, or is the suspected source of a confirmed outbreak of any of the conditions listed below. Exposure includes having a household member diagnosed with any of the conditions listed below or having a household member who attends or works in a setting where there has been a confirmed outbreak of any of the conditions listed below.

- Typhoid fever (Salmonella Typhi)
- Shigellosis (Shigella spp.)
- Escherichia coli infection (E. Coli)
- Hepatitis A (Hepatitis A virus)
- Norovirus

³ The symptoms and conditions identified above are from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Diseases Transmitted through the Food Supply, effective January 31, 2014; as well as the U.S. Food and Drug Administration Food Code 2013. This information is subject to change, with or without notice, in accordance with applicable guidelines and regulations.



EMPLOYMENT

Foodborne Illness Policy for Associates Handling Food (continued)

An Associate must also report to the Person In Charge if he/she is diagnosed with infections caused by any of the following:

- Astroviruses
- Bacillus cereus
- Campylobacter jejuni
- Clostridium perfringens
- Cryptosporidium species
- Entamoeba histolytica
- Shiga toxin-producing E. coli
- Enterotoxigenic E. coli
- Giardia intestinalis
- Hepatitis A virus
- Nontyphoidal Salmonella
- Noroviruses
- Rotaviruses
- Salmonella Typhi*
- Sapoviruses
- Shigella species
- Staphylococcus aureus
- Streptococcus pyogenes
- Taenia solium - cysticercosis
- Vibrio cholera
- Yersinia enterocolitica
- Any other disease transmissible through food. One's local Board of Health can assist in determining if an illness is transmissible through food.

Notification to the Person In Charge should be done prior to reporting to work or, if the associate has already reported to work, immediately following the associate's knowledge of symptoms, diagnosis, or exposure (as applicable).



EMPLOYMENT

Foodborne Illness Policy for Associates Handling Food (continued)

Restriction or Exclusion.

When notified by an associate of any of the above-referenced symptoms or illnesses, the Person In Charge will promptly determine, in consultation with the Company's Human Resources, whether or not to restrict or exclude the associate(s) from handling food until such time that the potential for contamination no longer exists. An Associate restricted or excluded from his/her food handling role to prevent the transmission of foodborne illnesses may be eligible to be temporarily placed in an alternative assignment or a vacant position, to use accrued time off, or to apply for a leave of absence or other accommodation. Associates are encouraged to contact their Company supervisor or Human Resources to review options which may be available.

Return to Work as Food Handler.

Any associate with a confirmed diagnosis or suspected exposure to any of the highly infectious conditions mentioned above must provide the Company's Human Resources with a letter from the individual's physician clearing the associate for return to work (with or without an accommodation) in the capacity of a food handler. The Company's Human Resources will promptly notify the relevant Company Supervisor (or other Person In Charge) that the associate has been cleared to return to work as a food handler.

Accommodation of Disabilities. The Company complies with the Americans with Disabilities Act (as amended) and will provide reasonable accommodations if and as required by Company policy or the law. If an associate believes he/she is disabled by one of the conditions listed above and wishes to request an accommodation (to eliminate the transmission of the condition through food handling), the associate should promptly contact the Company's Workplace Accommodations Department at workplaceaccommodations@advantagesolutions.net or 888-985-0349 to request an accommodation as needed.

Associate Privacy and Confidentiality. The Company is committed to safeguarding associate privacy interests and associates are reminded of the role they play in upholding this commitment. Medical information pertaining to an associate must be kept confidential and must be maintained in a separate medical file maintained by the Workplace Accommodations and Leave of Absence Department. Disclosing the name of an associate who is or is believed to be symptomatic of a medical condition or has or believed to have a medical condition is strictly prohibited unless required by law. Other associates may be informed that a communicable condition has been reported so that they can take steps, as needed, to safeguard their own and public health.

Questions. Any questions regarding this policy should be promptly escalated to one's supervisor, supervisor's manager, department leader, or Human Resources.



EMPLOYMENT

Employment of Related Parties (Nepotism Policy)

For business reasons of supervision, safety, security, work performance, morale and avoidance of conflict of interest, this policy defines, on a going forward basis, the Company's policy regarding the employment of related parties and the working relationship of family members and those occupying similar personal relationships.

Policy.

The Company permits the employment of qualified family members and those occupying similar personal relationships (a "Relation") so long as such employment, including position assignment, job responsibilities and performance, transfer or promotion, does not: (1) create a supervisor / subordinate relationship with a Relation; (2) have the potential for creating an adverse impact on work performance or morale; or (3) create either an actual or perceived conflict of interest. This policy shall be considered in connection with the hiring, assignment, transfer, advancement and promotion of associates. For purposes of this policy, "Relation" is defined to include a parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, and corresponding in-law and "step" relations and any member of the associate's household. A "member of the associate's household" includes individuals who are in committed personal relationships, irrespective of sexual orientation. A "supervisor / subordinate relationship" exists whenever one works within the "chain of command" such that the superior position supervises the other's performance or a direct reporting relationship exists.

The Company will administer and enforce this policy in accordance with the following guidelines:

- Associates are required to inform Human Resources of any Relation to potential candidates and employment candidates are required to inform the Company of any Relation to a current associate(s).
- Individuals who occupy a Relation may be hired, assigned, transferred or promoted to work at the Company, including in the same department, provided that a supervisor / subordinate relationship will not thereby exist, no adverse impact will be had on work performance or morale and no actual or perceived conflict of interest will be created.
- If associates become a Relation while employed, their respective positions and assignments will be evaluated in accordance with this policy and attempts will be made to find reasonable accommodations to minimize issues relating to supervision, safety, security, work performance, morale and avoidance of conflict of interest. If however, reasonable accommodations to eliminate conflict with this policy are infeasible or impractical, the associates will be permitted to determine which of them will resign their employment. If the associates decline to make such a decision. The Company will decide, in its sole discretion, which associate shall remain employed.



EMPLOYMENT

Anti-Discrimination and Anti-Harassment

The Company is committed to providing a work environment that is free from all forms of unlawful discrimination and harassment, including discrimination or harassment based on an individual's race, color, religious creed, national origin, age, physical or mental disability, medical condition (as defined under California or other applicable law), veteran or military status, marital status, ancestry, genetic information, sex, gender, gender identity, gender expression, sexual orientation, transgender status, or any legally protected characteristic.

Actions, words, jokes, or comments based on any of the above or other legally protected basis will not be tolerated. Managers, supervisors, coworkers and third parties with whom associates come into contact in connection with their employment with the Company are prohibited from engaging in unlawful conduct under the California Fair Employment & Housing Act and other laws, as applicable.

Sexual Harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the opposite or same sex as the harasser. The following is a partial list of sexual harassment examples:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making or threatening reprisals after a negative response to sexual advances.
4. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
5. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
6. Verbal sexual advances or propositions.
7. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
8. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
9. Dissemination of and/or accessing sexually explicit voice mail, email, graphics, downloaded material or websites.



EMPLOYMENT

Anti-Discrimination and Anti-Harassment (continued)

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- b. Submission or rejection of the conduct is used as a basis for making employment decisions; or,
- c. The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Other Unlawful Harassment

Creating an intimidating, hostile, or offensive working environment (such as slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing and other similar verbal or physical conduct) based on any characteristic or status protected by law (including but not limited to those referenced above) is insulting and demeaning and will not be tolerated in the workplace.

The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any associate of the Company, including managers, supervisors, and co-workers; as well as vendors, customers, clients, and consultants. Our Company and its managers must take appropriate measures to ensure that such conduct does not occur; and if such conduct is suspected or reported, to promptly report it to the Company through any of the various channels made available by the Company. In the case of harassment by a vendor, client, customer, or consultant, such behavior should be reported through the Company's Open Door Policy, and the Company will contact the employer of the individual(s) about whom the complaint has been made. If the Company concludes a third-party has engaged in conduct contrary to Company policy, the Company will take appropriate measures to address the matter which are within the Company's control.

Reporting Concerns

If you experience or witness sexual or other unlawful discrimination or harassment in the workplace, report it immediately to your supervisor. In keeping with the Company's Open Door Policy, you are not limited in reporting concerns to your supervisor. You may also contact the Human Resources Department, another member of



EMPLOYMENT

Anti-Discrimination and Anti-Harassment (continued)

Reporting Concerns (continued)

management, or the Company's Ethics Line.⁴ You can lodge a complaint or participate in a workplace investigation without fear of reprisal or retaliation. However, an associate who makes maliciously false claims, intentionally provides false information, without any basis in fact; or otherwise negatively impacts the investigation subject to applicable law, may be subject to disciplinary action up to and including immediate termination of employment.

All allegations of unlawful discrimination or harassment will be timely, fairly, impartially, and thoroughly investigated by a qualified personnel member in a manner that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The matter will be documented and tracked for reasonable progress. Based on the investigation findings, the Company will implement remedial actions and resolutions as appropriate and provide timely closure to the complainant. The information shared will remain confidential, to the extent possible; however, the Company cannot guarantee confidentiality.

Supervisors are also expected to report knowledge, suspicion, or complaints of discriminatory or harassing misconduct through the Company's Open Door Policy including a member of the Company's Human Resources department and/or the Company's Ethics Line so such concerns can be timely, fairly, and thoroughly investigated.

Anyone determined by the Company to have engaged in conduct contrary to this policy will be subject to appropriate remedial measures, which may include immediate termination of employment.

⁴ The Company encourages its associates to notify the Company of any workplace concerns (including but not limited to suspicions of unlawful harassment or discrimination) through any of the various channels of its Open Door Policy to better enable the Company to effectively respond to any such concerns. The Company also respects an associate's right to use available external resources should they wish to do so. Associates of Massachusetts are specifically advised that they may also contact the Equal Employment Opportunity Commission at 800-669-4000 or 800-668-6820 (TTY) or 844-234-5122 (ASL video phone); or the Massachusetts Commission Against Discrimination at 617-994-6000 or 617-994-6196 (TTY).



EMPLOYMENT

Company Property and Associate Privacy

In connection with your employment with the Company, associates may be provided with property belonging to the Company or its clients or customers ("Company Property") to perform their job duties for the Company. Company Property is considered property belonging to the Company (or its clients or customers, as applicable) and not an associate's personal property. Company Property includes (without limitation) Company-issued: desks, storage containers/facilities, work areas, file cabinets, credenzas, debit/credit/expense cards, vehicles, and other equipment, materials, and assets (including financial assets); as well as documents, files, and other information sent to, received by, or generated by the Company; or sent to, received by, or generated by Company associates or others acting on behalf of the Company for the Company's business purposes and/or using Company Property.

Associates shall have no expectation of privacy as to Company Property (including any information or materials stored in or on or sent, received, or generated using Company Property; or sent, received, or generated for the Company's business purposes). The Company reserves the right, at all times and without prior notice, to inspect and search any and all Company property. Inspections may be conducted during or after business hours, in the presence or absence of the associate.

Associates may only access Company Property which they have the Company's permission to access. Unauthorized or improper use, review, duplication, dissemination, removal, damage or alteration of Company Property is prohibited.

Associates are expected to use Company Property only for its intended purpose(s) and in accordance with any operating instructions made available to the associate by the Company (or its clients or customers, as applicable); to exercise care in the operation and safekeeping of the Company Property; and to promptly report any Company Property loss, damage, defect, misuse, or repair need to one's supervisor. Subject to applicable law, associates are fully responsible for the reasonable cost to repair or replace Company Property should it be damaged, lost, stolen, or misused (by the associate or any third party) as a result of the associate's gross negligence, intentional or willful misconduct, or refusal to comply with Company policy or expectations (the "Repair or Replacement Cost").

Subject to applicable law, the Company may deduct the Repair or Replacement Cost from one or more of an associate's paychecks, including a final paycheck; and to the extent the Repair or Replacement Cost is not sufficiently covered by payroll deductions, the associate is expected to promptly reimburse the Company for any balance of the Repair or Replacement Cost upon written request from the Company for such payment.



EMPLOYMENT

Company Property and Associate Privacy (continued)

By using Company Property, an associate consents to the above-referenced deductions. Notwithstanding such consent, associates will be expected to sign a document expressly authorizing the Company to make any such deductions if the Company requests the associate to do so.

The intended purpose of Company Property is to enable an associate to perform his/her job duties. To the extent an associate is expressly informed in writing by an authorized Company representative (i.e. Vice President level or above) that reasonable personal use of Company Property is permitted, such use must: comply with this and other Company policies and law; not cause undue wear and tear on the Company Property; not jeopardize the condition, functionality, or safety of the Company Property; not disrupt others in the workplace or interfere with one's own or others' work time or job performance; and not result in the Company's incurring any unauthorized expenses.

It is the associate's responsibility to keep receipts for purchases made with any Company-issued debit, credit, or expense card and to produce such receipts upon request of the Company.

The Company may take disciplinary action, up to and including termination of employment, based on an associate's failure to comply with the expectations set forth in this policy, as well as any unsatisfactory job performance or misconduct, determined by the Company to be job-related, discovered through any information sent to or received by the Company; or sent to, received by, or generated by Company associates or others acting on behalf of the Company for the Company's business purposes and/or using Company Property.

Upon termination of employment with the Company (either voluntary or involuntary), or upon the request of the Company at any time, associates are required to promptly return any and all Company Property to the Company in the same condition it was provided to him/her, reasonable wear and tear excepted, in accordance with any return instructions provided by the Company. Failure to timely return any Property in satisfactory condition (which failure results from an associate's gross negligence, intentional or willful misconduct, or refusal to comply with Company policy or expectations) may result in disciplinary action, up to and including termination of employment and/or ineligibility for future employment with the Company, in addition to the associate's being responsible for the Repair or Replacement costs as outlined above.

For company property pertaining to technology resources please refer to the Company's Technology Policy within the Associate Handbook.



EMPLOYMENT

Personal Information Protection Policy

PURPOSE

Advantage Sales & Marketing LLC (including its subsidiaries and divisions) ("Advantage Solutions" or the "Company") is committed to safeguarding the privacy interests of its applicants and current and former associates. Accordingly, the Company will take appropriate steps to help ensure those interests are protected with respect to the Company's receipt, use, disclosure, transmission, storage, and destruction of personal information regarding its associates and applicants.

To help the Company achieve the goals set forth above, this policy is intended to inform associates of the Company's general expectations and guidelines as they relate to Personally Identifiable Information ("PII") and Confidential Associate (or Applicant) Information ("CAI") (defined below for the purposes of this policy), including information about the collection, use, storage, disclosure, transmission, and destruction of PII and CAI, as well as steps to take in the event of a suspected lapse in application of this policy.

This policy is about protecting applicant and associate privacy and should not be construed to restrict or interfere with any associate's rights under applicable law, including federal labor law. In particular, this policy is not intended to prohibit associates from discussing information regarding associate terms and conditions of employment (which include, without limitation, wages and working conditions).

DEFINITIONS

For the purposes of this policy, **Personally Identifiable Information** is information that can be uniquely used to identify an individual. Any of the following, in combination with an individual's first name (or initial) and last name, is considered PII:

- social security or tax identification number
- alien registration number
- driver's license number
- passport number
- federal or state-issued identification number
- financial account number
- credit or debit card number
- health insurance policy or subscriber identification number
- date of birth
- other combination of the above data elements sufficient to identify an individual



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Personal Information Protection Policy (continued)

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

- personal mailing/home address
- personal home /residence phone number
- personal cellular phone number
- personal e-mail address
- Company-issued associate identification numbers
- compensation information
- medical information
- employment screening information (e.g., background check and drug test results)

POLICY

PII and CAI should only be collected, used, stored, and transmitted for legitimate business purposes. Certain associates have a legitimate business reason, based on their job duties, to receive, use, store, and/or transmit such personal/confidential information. Associates in possession of PII or CAI regarding other individuals should not disclose such information except: (1) as required to perform his or her job; (2) as otherwise permitted by this policy or applicable law (including without limitation associate discussions of terms and conditions of employment); or (3) as otherwise authorized in writing by the individual to whom the information relates.

Any associate who violates his/her responsibilities as they relate to PII or CAI as set forth in this policy (including, without limitation, providing unauthorized access to or disclosing PII or CAI, or failing to take reasonable steps to prevent or respond to a suspected or confirmed Policy Lapse (as defined below)) may be subject to disciplinary action, up to and including termination of employment.

To the extent any federal, state, or local laws impose additional or more specific requirements with respect to protection of personal or confidential information, the Company is committed to complying with such requirements.

REQUIREMENTS FOR RECORDS CONTAINING PII OR CAI

Records containing PII or CAI can be created, received, stored, and transmitted in hard copy or electronic format. As to both formats, as well as verbal transmission, the Company and its associates with access to such information should maintain appropriate administrative, technological, and physical safeguards to help ensure the security and confidentiality of PII and CAI of individuals covered by this policy and to protect against any unauthorized access to or disclosure of such information.



EMPLOYMENT

Personal Information Protection Policy (continued)

General Requirements

The following are only general requirements intended to help ensure the confidentiality and security of associate and applicant PII and CAI. If other steps can reasonably be undertaken to *more effectively* achieve these goals, the Company expects that such steps will be followed. These requirements are subject to the clarifications set forth elsewhere in this policy.

- **Access:** Access to PII and CAI should only be granted to an associate where it is required for the associate to carry out his/her job duties.
- **Collection:** PII and CAI should only be collected from or in relation to an applicant or associate for legitimate business reasons, including the satisfaction of legal obligations.
- **Creation:** PII and CAI should only be included as part of company records where there is a legitimate business need to do so.
- **Storage:** PII and CAI should be maintained only when necessary for legitimate business purposes, including the satisfaction of legal obligations. When it is necessary to maintain PII and CAI, such data should be stored in safe and secure places at all times.
- **Disclosure:**
 - **PII and CAI (other than medical information, which is discussed below)** may only be disclosed as set forth below:
 - **ASSOCIATES:** To company associates who have a legitimate business need to know the information. These associates may include, without limitation, assigned personnel from the Human Resources, Legal, and Finance Departments; relevant members of the management team; and IT personnel supporting projects for these other departments. Personal contact information may also be disclosed, as needed for business purposes, to non-supervisory associates whose responsibilities require them to use such information.
 - **VENDORS:** To vendors, their associates, and agents where the vendor is providing a service to the Company or its associates (which may include, without limitation, vendors which facilitate services related to human resources, applicant tracking, payroll, expense reimbursement,



EMPLOYMENT

Personal Information Protection Policy (continued)

- VENDORS (continued): benefits, record retention, timekeeping, business travel, and background checks)⁵
- CLIENTS/CUSTOMERS: As to clients and customers, their associates, and agents:
 - Personal contact information (such as, mailing and/or delivery address, e-mail address, and phone number) pertaining to a Company associate may be disclosed to a client or customer for legitimate business purposes (including, without limitation, distribution of products, product-related materials, analysis of business coverage, and work-related communications)
 - Except as noted above, PII and CAI may not be disclosed to a client or customer, unless (1) the client/customer has a legitimate business need to know the information, and (2) the associate has authorized the disclosure in writing.
- As legally required, for example, in response to a subpoena or other legal request for documents.
- **Medical Information** may only be disclosed consistent with legitimate business needs and in accordance with all applicable laws.
- **Transmission**:
 - All reasonable steps should be taken to help ensure that the integrity, confidentiality, and security of PII and CAI are not jeopardized during, or as a result of, the transmission of records containing such information.

⁵ The Company takes reasonable steps to help ensure any third party to whom it discloses personal applicant or associate information understands and appropriately safeguards the confidential nature of the Company associate information. Notwithstanding the foregoing, the Company cannot guarantee the manner in which third parties handle information provided to them by the Company. Should an individual have any concerns regarding the handling of the Company associate or applicant information by an the Company vendor, client, customer, or other third-party (as well as by the Company or its associates), he/she should promptly contact his/her supervisor; Human Resources; or the Company's Ethics Line on-line at www.ethicspoint.com or 888-325-7882.



EMPLOYMENT

Personal Information Protection Policy (continued)

- As it relates to PII, such steps shall include, without limitation, the following procedures:
 - *Electronic transmission:* Documents containing PII should be encrypted by available means if sent electronically (as explained below).
 - *Facsimile transmission:* Documents containing PII may only be sent via facsimile using a secure fax number. A secure fax number is one that corresponds to (i) a fax machine located in the designated recipient's private and secure office, or (ii) the recipient's secure electronic fax number. Confirmation should be obtained from the intended recipient that the "send-to" fax number is secure.
 - *Transmission by mail:* Documents containing PII should only be mailed using reliable and traceable means of delivery. Documents containing a social security number may not be mailed by the Company unless the social security number is required by law to be placed on the document.
 - *Note regarding requests for documents containing PII:* If the Company is requesting PII from an applicant or associate, a secure means of submission should be made available to the sender (e.g., secure fax number as described above, secure e-mail account, or an encrypted site where information can be submitted or uploaded).
- As it relates to CAI, reasonable precautions should be taken to avoid inadvertent disclosure of personal information to individuals without a legitimate business need for that information. To the extent possible, the transmission guidelines above pertaining to PII may be followed to achieve this objective.
- **Off-Site Removal:** PII and CAI should only be removed from company property by an associate in connection with the performance of his/her job duties (as opposed to in conjunction with corporate storage or disaster recovery programs) when there is a legitimate business reason for doing so and appropriate steps are taken to maintain the information securely and to prevent unauthorized disclosure.



EMPLOYMENT

Personal Information Protection Policy (continued)

Additional Hard Copy Format Specific Requirements

- PII and CAI should be kept in a locked, physically secure storage cabinet, office, or other secure location.
- Destruction should be effective (e.g., shredding) and in accordance with the Company's Record Retention Guidelines (which can be found on the Company's internal website under the Legal Department/Policies & Procedures site). (Any associate on "Litigation Hold" at the direction of the Company's Legal Department should ensure compliance with the Litigation Hold requirements and suspend destruction of documents relevant to the Litigation Hold until notified by the Legal Department of his/her removal from Litigation Hold.)

Additional Electronic Format Specific Requirements

- Electronic files containing PII should be encrypted by available means as specified by the Company's IT Department when not in use or when not on a Company server. (For the purposes of Company policy, the following systems and software are approved by the Company's IT Department as "**encrypted**": Microsoft Information Rights Management, Pretty Good Privacy (PGP), others – contact the IT Department for details and approval.) *Please note that protecting a document or other file with a password does **not** constitute encryption.*
- PII should be encrypted by available means when e-mailed or transferred across shared networks.
- Removable media, such as CDs and thumb drives containing PII should be handled and stored in a secure (i.e., encrypted) manner.
- As it relates to file storage on a hard drive, server, or removable media, as well as file transmission, reasonable steps should be taken to prevent inadvertent disclosure of CAI to anyone without a legitimate business reason to have access to the information. The guidelines noted above for handling PII may be applied to handling CAI to achieve this objective.
- Computers with PII and CAI should adhere to the Company's Computer, Password, and E-Mail Usage and Internet Usage policies.
- In accordance with the Company's IT policies, users should not share passwords used to access computers, databases, sites, folders, or systems containing PII or CAI.



EMPLOYMENT

Personal Information Protection Policy (continued)

- Laptop computers with access to PII and CAI should be physically secured or maintained in a locked office or cabinet or other secure location when unattended.
- Computers should use a password protected screen saver to prevent unauthorized access when unattended and should be subject to appropriate timeout and password changing procedures.
- BlackBerries, PDAs, and other handheld devices should also be configured to prevent unauthorized access when unattended.
- Computerized records should have limited user access and computer display screens should be positioned or protected so that only authorized users can view the data. Such users are responsible for securing their computers when they are left unattended.
- Electronic files with PII or CAI should be effectively purged from computers in accordance with the Company's Record Retention Guidelines. Effective destruction of electronic files requires deletion of the file in its original location as well as from the computer's Recycle Bin (or the Delete Folder, in the case of e-mail). (Any associate on "Litigation Hold" at the direction of the Company's Legal Department should ensure compliance with Litigation Hold requirements and not delete e-mails or other electronic documents relevant to the Litigation Hold until notified by the Legal Department of his/her removal from the Litigation Hold.)
- Exceptions to the guidelines should be documented and approved by the Chief Human Resources Officer.

INADVERTENT DISCLOSURE

If you receive or are provided access to PII or CAI which you have no legitimate business reason to obtain or access, you are expected to: (1) promptly attempt to notify the sender of the inadvertent delivery; (2) not disclose the information, except for the limited purpose of complying with this policy (see below); and (3) effectively destroy the information received. (If the sender cannot be reached, you should promptly notify Human Resources.) Failure to comply with these requirements may lead to disciplinary action, up to and including termination of employment.



EMPLOYMENT

Personal Information Protection Policy (continued)

POLICY LAPSE

A Policy Lapse occurs when PII or CAI is disclosed contrary to this policy or without proper authorization, believed or known to be lost or stolen, or otherwise compromised. (By way of example only, a lost or stolen laptop with or without password protection would constitute a potential Policy Lapse and warrants immediate notification of Human Resources and IT as set forth below.) Any suspected compromise of PII or CAI shall be **immediately** reported to Human Resources. If an associate believes a technical (IT) Policy Lapse has occurred, the associate should also report the incident ("Incident") by calling the help desk at 888-900-4276. Failure to report the Incident or suspected compromise of PII or CAI may lead to disciplinary action, up to and including termination of employment.

CONCERNS

In addition to the policy lapse protocol described above, if you have any questions or concerns about an unauthorized disclosure of or access to PII or CAI that has already occurred or a permissible disclosure of such personal or confidential information for legitimate business purposes consistent with this policy, you are encouraged to promptly contact Human Resources or the Company's Ethics Line so that your concerns can be reviewed and addressed as appropriate.



TIMEKEEPING / PAYROLL

Timekeeping

Our Company is committed to complying with all applicable timekeeping and wage payment laws and to properly paying its non-exempt (hourly) associates (“Associates” for the purposes of this policy) for all hours worked for the Company. The Company expects Associates and their supervisors to review and follow the Company’s timekeeping policies and procedures. Below are some key expectations. This is not an exhaustive list of all timekeeping-related policies and procedures. Additional expectations may be communicated during one’s employment with the Company. Also, if an applicable federal, state or local law is more generous to Associates than the expectations below appear to provide, the Company will comply with such law to the extent it is required to do so.

- **Recording all work time.** Associates are required to accurately, completely, and personally record all “Work Time” (see below) in connection with their employment with the Company. This applies regardless of how Associates are paid (including but not limited to hourly, project, and piece rates of pay.)
- **Pay for all work time.** All Work Time will be paid at the Associate’s designated wage rate, subject to minimum wage, overtime, and other applicable legal requirements.
- **Off the clock work is NOT permitted.** Working off the clock (working without recording one’s time) is strictly prohibited. No one is permitted to work (or to require, suggest, encourage, or allow others to work) “off the clock”.
- **Explanation of Work Time.** “Work Time” is all hours worked for the Company, including without limitation, the following:
 - Work performed anytime including before, during, and after the regular workday and non-scheduled days.
 - Work performed anywhere such as a Company office, home, assigned store, client/customer location, and team meetings/events.
 - Administrative tasks such as completing timesheets, call reports, and expense reports; checking/responding to email and voicemail; data uploads/downloads; work-related phone/conference calls; on-line training; loading and unloading materials needed for the workday; reviewing and organizing materials; checking one’s own work schedule; and other similar tasks that may at times be performed before or after the regular workday or on non-scheduled days.
 - Work-related travel not including the “Personal Commute” (defined below)
 - Required waiting time in which the Company has directed Associates to wait for work. Waiting time does not include time where an Associate is relieved of all duty and free to engage in personal activities.



TIMEKEEPING / PAYROLL

Timekeeping (continued)

- **Personal Commute.** The “Personal Commute” is travel from home (or hotel during business travel) to the first work location and travel from the last work location to home (or hotel during business travel), during which no work is performed. The Personal Commute is not work time and is not paid, subject to applicable law. To the extent an Associate’s team elects to pay for some or all of the Personal Commute as a courtesy, he/she will be advised accordingly. In that case, the Personal Commute should be recorded so that it can be paid, but it remains non-work time and will not count toward overtime. (Time spent working during the commute should be recorded as Work Time.)
- **Accurately recording time worked.** Associates must accurately record (or clock in and out at) the time they start and stop working (other than paid rest breaks, for which Associates should remain clocked in). Supervisors are also expected to review time records of their Associates regularly and carefully and to follow up with an Associate whose time worked is believed to be missing or whose time entries are believed to be inaccurate. When an Associate is clocked out (for a meal break or other off-duty period), he/she may not perform any work, and the Company expects and, by recording one’s work time and not reporting any concerns, an Associate affirms that he/she is not working when clocked out.
- **Estimates, schedules, and guidelines.** If Associates are provided time estimates, schedules, or guidelines for performing their jobs, these are intended to help explain job duties and for planning purposes only. Notwithstanding, Associates must ALWAYS record ALL actual Work Time. If Associates anticipate needing flexibility in their work schedule or additional time to meet job expectations, they are expected to contact their supervisor to communicate the need and obtain authorization for any schedule change. This contact should take place before the Associate performs the work or as soon as possible after completing it (if advance communication is not possible). This communication will allow supervisors to better understand Associate workloads; help Associates prioritize; guide them in how to work more effectively; reassign, delay, or cancel tasks; and/or approve work time (including overtime) as needed to achieve business objectives.
- **Meal breaks.** Associates who work at least 5 hours shall be provided the opportunity to take an uninterrupted unpaid meal break in which they are relieved of all duty for at least 30 minutes during each workday, subject to applicable meal break laws which may provide for meal breaks which are more frequent, longer, and/or during particular time periods. ***Managers and Associates must review and follow the attached state meal and rest break chart included at the conclusion of this policy which contains requirements which are in addition to what is stated in this paragraph.***⁶

⁶ Associates and their supervisors are expected to review the state meal and rest break summary at the conclusion of this policy and familiarize themselves with and observe these meal and rest break requirements applicable to their (or their team members’) employment. In some instances, Associates may be provided second meal periods during the workday (depending on their Work Time duration and relevant requirements).



TIMEKEEPING / PAYROLL

Timekeeping (continued)

- **Meal breaks (continued).** Associates may leave the work premises for their meal breaks. Associates should take their meal break at approximately the middle of their workday. However, based on business needs, managers may require Associates to take a meal break and/or to take a meal break at a designated time that is earlier or later than the Associate's preferred time (subject to applicable law). Associates must accurately record the start and end times (or clock out and in at the start and end) of all off-duty meal periods taken of at least 30 minutes. No supervisor or manager may interfere with or discourage associates from taking meal periods provided under this policy.
- **Rest breaks.** Associates who work more than 3 ½ hours in a workday are permitted to take a paid, uninterrupted 10-minute break (not including the reasonable time needed to go to and from the rest location) for each 3 ½ hour work period, subject to applicable rest break laws which may provide for rest breaks which are more frequent, longer, and/or during particular time periods (see footnote 1 below and attached rest break summary).⁷ ***Managers and Associates must review and follow the attached state meal and rest break chart included at the conclusion of this policy which contains requirements which are in addition to what is stated in this paragraph.*** Associates must be relieved of all duties during their rest breaks; however, rest breaks are paid time so Associates should not clock out for rest periods. Available rest breaks during the workday should not be combined, nor should Associates combine rest breaks with meal breaks. Based on business needs, managers may instruct Associates to take rest break(s) earlier or later than the time(s) chosen by the associate. With Human Resources (HR) approval, a division may establish a written division-specific rest break policy (different from Company policy) for division Associates. However, any management instruction or division-specific policy will be subject to applicable law. No supervisor or manager may interfere with or discourage associates from taking rest breaks provided under Company or Division policy (as applicable) or relevant state or local requirements.
- **Off-Duty Periods.** If Associates use a cell phone, smart phone, tablet, pager, or other mobile device in connection with the performance of their job duties, they are not required or expected to carry such devices for work-related reasons during meal or rest breaks or other off-duty periods. Further, clocking out for a meal break or other off-duty periods and continuing to work is prohibited. Paid rest breaks are also off-duty periods during which work is prohibited.

⁷ By way of clarification, the 10-minute rest breaks discussed above are not the only time available for associates to use toilet facilities, which may be used as needed by associates. Further, this policy is not intended to limit an associate's ability to take other legally required breaks (such as those pertaining to lactation or an approved reasonable accommodation related to one's disability, religion, or pregnancy).



TIMEKEEPING / PAYROLL

Timekeeping (continued)

- **Correcting missing and inaccurate time entries.** Associates are expected to promptly notify their supervisor of any incorrect or missing time entries (as to hours worked or meal periods taken) in furtherance of accurate timekeeping and wage payment. Time records may only be changed by Associates, their supervisors or a payroll specialist to correct a missing or incorrect time or meal period entry. Time worked may not be falsely adjusted up or down. If an Associate does not have access to update his or her own prior incorrect or missing time entry, the Associate must send a written request to his/her supervisor briefly including the reasons for the correction and the corrected date/time. Requests should be promptly submitted to the supervisor using the team's designated method (such as email, fax, or one's timekeeping system, as available). Supervisors are expected to handle all Associate time card correction requests and to make any appropriate corrections promptly. Supervisors must upload the written request for a time card correction (including date and time of communication) to the associate's timekeeping system (if the system allows for documents to be uploaded) **and** to retain the written request and be able to promptly produce it when requested by the Company.
- **Falsification of time records is prohibited.** Making inaccurate time entries, omitting Work Time, and requesting (or making) a dishonest adjustment to a timecard are prohibited. Questions regarding the accuracy of time records or edits must be promptly directed to Human Resources.
- **Flexibility in Performing Work.** In the interest of work-life balance, Associates are not required to perform work tasks (such as preparing for the workday, completing call reports or time sheets, checking email or voice mail, syncing handheld devices, or loading or unloading materials) shortly before beginning their commute to work or shortly after ending their commute from work, unless they are expressly told in writing by their supervisor that the task must be done right before leaving for work or right after returning from work. Supervisors are encouraged to allow Associates enough time to freely engage in personal activities between the start and/or end of the ordinary workday and any tasks that occur outside the ordinary workday.
- **Timely submission of time records.** Associates are expected to submit their time entries at the time they start and end work as well as when they start and end meal periods. If unavoidable (for example, if an Associate's timekeeping system is not available on a real-time basis), an Associate may record his/her work time or meal break taken after the work is performed or meal period is taken as long as the time entries are accurate and submitted by the company-wide or team-specific deadline (whichever is earlier) (but more frequently than once a day is **not** required.) If an Associate's regularly assigned timekeeping system is unavailable or the Associate otherwise has any difficulty timely entering his/her time worked or off-duty meal periods taken, he/she is expected to accurately complete and timely submit his/her time entries using an alternative, Company-approved timekeeping system (such as a manual timesheet which is available through the Company's intranet site, his/her supervisor, Payroll, or Human Resources).



TIMEKEEPING / PAYROLL

Timekeeping (continued)

- **Workday/Workweek.** Except as expressly required by applicable state law, for the purposes of calculating wage payments (including overtime), the workday begins at 12:00am and ends at 11:59pm; and the workweek begins on Monday 12:00am and ends on Sunday 11:59pm. For state-specific questions, please contact Human Resources.
- **Questions.** Make sure to contact your supervisor or Human Resources to address any questions regarding the Company's timekeeping policies. Direct routine payroll questions to the Company's Payroll Department at (888) 900-4276.
- **Reporting Concerns.** If you were not provided meal or rest periods in keeping with this policy or applicable law, you are expected promptly to notify HR in writing or submit a report through the Company's Ethics Line (anonymously, if you wish) either on-line (www.ethicspoint.com) or by phone (888-325-7882). If you do not report meal period compliance concerns as directed above, then you are affirming that any missing, late, and/or short meal periods reflected in your time entries were a result of your voluntary choice and not because you were discouraged or prevented in any way from taking those meal periods; and that you were permitted to take all rest periods, in accordance with this policy.

Likewise, if you suspect a lack of compliance with any other requirements discussed in this policy (including but not limited to instructions or encouragement to work off the clock or improper timecard adjustments), you are expected to immediately inform Human Resources in writing or submit a report through the Company's Ethics Line at www.ethicspoint.com or 888-325-7882 so prompt and appropriate steps will be taken.

As a reminder, the Company has an Open Door Policy and prohibits retaliation for reporting claims in good faith and for truthfully participating in workplace investigations.

- **Consequences for failure to comply with expectations.** Failure to comply with the expectations communicated in this document, as well as any other timekeeping-related policies and procedures, may lead to disciplinary action, up to and including immediate termination of employment.



TIMEKEEPING / PAYROLL

State Guide to Meal and Rest Period Policies

All associates must comply with the Company's Timekeeping Expectations for non-exempt associates and the Timekeeping Policy in the Company's Associate Handbook. Associates who work in the states identified below must **also** comply with the meal and/ or rest period requirements of those states as described herein. Managers may **not** interfere with or discourage an associate's taking a meal or rest period. Please note that this is not intended to be an exhaustive review of all state requirements regarding meal and rest periods but rather relevant details which have been included in light of what is already provided for under Company policy. Any questions regarding state specific requirements (whether or not discussed here) should be promptly escalated to Human Resources.

State	Meal Period	Rest Period
California	<p>Associates who work more than 5 hours in a workday shall be provided with at least a 30-minute off-duty meal period starting no later than the end of the 5th hour of work.</p> <p>Associates who work more than 10 hours in a day shall be provided with a second off-duty meal period of at least 30 minutes starting no later than the end of the 10th hour of work.</p>	<p>Associates who work at least 3 ½ hours in workday shall be permitted to take a paid 10 minute off-duty rest period during every work period of four hours or major fraction thereof as follows:</p> <ul style="list-style-type: none"> • Associates who work at least 3 ½ up to 6 hours in a workday are permitted to take one rest period. • Associates who work over 6 and up to 10 hours in a workday are permitted to take a second rest period. • Associates who work over 10 and up to 14 hours in a workday are permitted to take a third rest period. <p>Insofar as practicable, the rest period shall be in the middle of each four-hour work period.</p>
Colorado	Please refer to company policy or team-specific policy, as applicable.	<p>Associates shall be permitted to take a paid 10 minute off-duty rest period for every 4 hours of work or major fraction thereof as follows:</p> <ul style="list-style-type: none"> • Associates who work longer than 2 hours and up to 6 hours may take one rest period. • Associates who work longer than 6 hours and up to 10 hours may take a second rest period. • Associates who work longer than 10 hours and up to 14 hours may take a third rest period. <p>When possible, an Associate's rest break shall occur in the middle of his or her shift.</p>
Connecticut	The off-duty meal break of at least 30 minutes (which is provided under company policy) shall be provided after the first 2 hours and before the last 2 hours of the Associate's shift.	Please refer to company policy or team-specific policy, as applicable.



State	Meal Period	Rest Period
Delaware	The off-duty meal break of at least 30 minutes (which is provided under company policy) shall be provided after the first 2 hours and before the last 2 hours of the Associate's shift.	Please refer to company policy or team-specific policy, as applicable.
Illinois	The off-duty meal break of at least 30 minutes (which is provided under company policy) shall start no later than 5 hours after the start of the work period.	Please refer to company policy or team-specific policy, as applicable.
Kentucky	Associates are permitted to take at least a 30 minute off-duty meal period as close to the middle of the Associate's scheduled shift as possible. An Associate shall not be required to take a meal period sooner than 3 hours after the Associate's work shift starts or more than 5 hours after the Associate's work shift starts.	Associates shall be permitted to take a paid 10-minute off-duty rest period for every 4 hours of work.
Nevada	Please refer to company policy or team-specific policy, as applicable.	<p>Associates who work at least 3 ½ continuous hours in a workday shall be permitted to take a paid 10 minute off-duty rest period for every 4 hours worked or major fraction thereof as follows:</p> <ul style="list-style-type: none"> • Associates who work at least 3 ½ and less than 7 continuous hours in a workday are permitted to take one rest period. • Associates who work at least 7 and less than 11 continuous hours in a workday are permitted to take a second rest period. • Associates who work at least 11 and less than 15 continuous hours in a workday are permitted to take a third rest period. • Associates who work at least 15 and less than 19 continuous hours in a day are permitted to take a fourth rest period. <p>Rest periods, insofar as practicable, shall be in the middle of each work period.</p> <p>Rest periods are not required if there is only one associate at a particular place of employment.</p>

State	Meal Period	Rest Period
New York	<p>When an Associate works a shift of more than 6 hours which extends over the noonday meal period (the hours of 11 a.m. until 2 p.m.), the Associate is permitted to take at least a 30 minute off-duty meal period within that timeframe.</p> <p>An Associate who works a shift starting before 11 a.m. and continuing after 7 p.m. will be permitted to take an additional off-duty meal period of at least 20 minutes between 5 p.m. and 7 p.m.</p> <p>An Associate who works a shift of more than 6 hours starting between the hours of 1 p.m. and 6 a.m. shall be permitted to take a 45 minute off-duty meal period midway between the start and end of his or her shift.</p>	<p>Please refer to company policy or team-specific policy, as applicable.</p>
Oregon	<p>Associates who work 6 or more hours in one work period must take at least a 30 minute off-duty meal period. If an Associate works at least 6 but less than 7 hours, the meal period must be between the 2nd and 5th hour of work. If the work period is more than 7 hours, the meal must be taken between the 3rd and 6th hour of work.</p> <p>Associates who work 14 or more hours must take another off-duty meal period of at least 30 minutes. (An additional meal period must similarly be taken for work periods of 22 up to 24 hours.)</p>	<p>Associates must take a paid 10 minute off-duty rest period for every 4 hours worked or any segment of more than 2 hours as follows:</p> <ul style="list-style-type: none"> • Associates who work longer than 2 hours and up to 6 hours must take one rest period. • Associates who work longer than 6 hours and up to 10 hours must take a second rest period. • Associates who work longer than 10 hours and up to 14 hours must take a third rest period. • Additional rest periods must similarly be taken for work periods greater than 14 hours. <p>The rest period should be taken as nearly as possible in the middle of the work segment of four hours or major part thereof.</p> <p>An employer is exempt from providing a rest period if an associate meets <u>all</u> the following conditions:</p> <ul style="list-style-type: none"> • The associate is 18 years old or older; • The associate works less than five hours in any period of 16 continuous hours; • The associate is working alone; • The associate is employed in a retail or service establishment; <u>and</u> • The associate is allowed to leave his or her assigned station when the associate must use the restroom facilities.



State	Meal Period	Rest Period
Rhode Island	Associates who work 6 consecutive hours or more must take an off-duty meal period of at least 30 minutes.	Please refer to company policy or team-specific policy, as applicable.
Tennessee	Associates scheduled to work 6 consecutive hours or more must take a meal period of 30 minutes. The meal period may not be during or before the completion of the first hour of scheduled work activity.	Please refer to company policy or team-specific policy, as applicable.
Washington	<p>The off-duty meal break of at least 30-minutes (which is provided under company policy) shall start no less than 2 hours and not more than 5 hours from the beginning of the shift.</p> <p>An associate who works 3 or more hours longer than the normal workday (i.e., the Associate's regularly scheduled workday) shall be permitted to take an additional off-duty meal period of at least 30 minutes during the overtime period.</p> <p>No Associate shall be required to work more than 5 consecutive hours without a meal period. Associates are entitled to multiple meal periods based on the parameters outlined above.</p>	Associates must to take a 10 minute off-duty rest period for every 4 hours worked. Associates will not be required to work more than 3 hours without a rest period. Where the nature of the work allows associates to take intermittent rest periods equivalent to 10 minutes for each four hours worked, scheduled rest periods are not required.
Puerto Rico	Associates will not be required to work more than 5 consecutive hours without a 1 hour meal period. Meal periods should be taken after the end of the 3rd hour of work but before the beginning of the 6th hour worked. Associates are entitled to multiple meal periods based on the parameters outlined above.	Please refer to company policy or team-specific policy, as applicable.



TIMEKEEPING/PAYROLL

Payroll Information

Paydays

All associates are paid on a bi-weekly basis. Associate will receive payment for wages due as appropriate and required by law every other Friday. The Company recognizes a work week as Monday through Sunday. Associates classified as exempt (salaried) status are paid every two weeks on a salary basis. Associates classified as non-exempt (hourly) status will receive wages based on the Company's current pay schedule and actual hours worked (including overtime) plus any pay for vacation, sick time, floating holidays, or other types of paid time off for which they may be eligible.

The Company offers associates the opportunity to receive their earnings by Direct Deposit, Live Check, or Total Pay. To facilitate direct deposit, the associate's banking institution must provide the direct deposit service. The method of payment pre-selected by an associate will remain in effect if and until it is effectively changed by that associate through proper notification to the Company. If a change is requested by the Company proper notification will be provided to the associate. For details regarding Direct Deposit, Live Check, or Total Pay Card or to change the method of payment currently in effect, please refer to and use the resources provided on the Company's internal associate website.

If a regular bi-weekly payday falls on a Company holiday, the associate will receive his/her wages according to the bi-weekly payroll schedule provided on the Company's internal associate website. If the Company's regular bi-weekly payday falls on a federal reserve designated banking holiday, associates who utilize Direct Deposit or Total Pay Card will receive their wages via Direct Deposit or Total Pay Card on the day prior to the observed banking holiday. Associates who receive their earnings via a live pay check will be mailed out in advance of the scheduled pay date.

If a regular bi-weekly payday falls during an associate's approved day off (paid or unpaid), the associate will receive his/her wages according to the bi-weekly payroll schedule (i.e., on the associate's day off).



TIMEKEEPING/PAYROLL

Payroll Information (continued)

Administrative Pay Corrections

The Company takes all reasonable steps to ensure that associates timely receive their correct wages. In the event an associate has questions regarding a wage payment received or any wages they believe to be due but unpaid, the associate should promptly bring the question to Human Resources, the Payroll Department, or through any of the reporting channels of the Company's Open Door Policy.

Legally Required and Associate Authorized Payroll Deductions

The law requires that the Company make certain deductions from all compensation associate receives from the Company. Deductions include applicable federal, state, and local income taxes. The Company deducts Social Security taxes up to a specified limit based on the Social Security "wage base" and matches the amount of Social Security taxes paid by each associate. The Company also offers programs and benefits beyond those required by law. Eligible associates may voluntarily authorize deductions from their paychecks to cover the cost of participation in these programs. Upon an associate's request and authorization, the Company will also deduct appropriate amounts in connection with an associate's participation in the Company's voluntary benefit plans or other programs which serve to benefit the associate.

In the event of an overpayment to or other indebtedness of an associate, the Company reserves the right to make appropriate payroll deductions to recoup the overpayment or indebtedness subject to applicable law. Associates have the right to question the validity of any deduction made from their paycheck. Questions concerning payroll deductions should be directed to Human Resources, the Payroll Department, or any of the reporting channels of the Company's Open Door Policy.



TIMEKEEPING/PAYROLL

Payroll Information (continued)

Bonuses, Awards, Gifts and Incentives

An associate may receive additional income in the form of bonus, commission, incentive, gift card or other awards (collectively, "Rewards") resulting from participation in one or more of the Company's Rewards and Recognition programs. Participation in, or receipt of payment under a program does not create a contract of employment or a guarantee of future employment or compensation.

Any and all Rewards provided to an associate will be administered directly by the Company. Associates are not eligible for programs that are developed directly by the Company's customer or client without the express written knowledge and consent of the Company's management. Management reserves the right to approve or disallow any such third-party sponsored program.

The Company's management will partner with the Total Rewards Department in advance to develop and communicate any program. In addition, the Company's management will administer such program(s) according to specific program guidelines and must comply with all applicable tax requirements. All monies distributed through such program(s) will be administered through the Company's Total Rewards Department with payment issued through the standard payroll processes. Cash payments from Clients or Customers to the Company's associates are against the Company's policy under all circumstances.

Subject to applicable laws, to receive a Reward, an associate must have satisfied the applicable eligibility criteria and complied with all program requirements. Please review the Company's Code of Business Conduct & Ethics for information regarding Accounting and Financial Practices as well as guidelines and expectations regarding Business Courtesies and Business Inducements.



TIMEKEEPING/PAYROLL

Access to Personnel Files

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

Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review information in a file are allowed to do so.

Associates who wish to review their own file should contact Human Resources. Associates are asked to complete the form available on the Company's internal associate website. With reasonable advance notice, records are made available for review or copy, subject to applicable law.

Personal Data Changes

It is the responsibility of each associate to promptly notify the Company of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, please visit the Company's internal website and submit updates through Oracle Self Service.

Work Schedules

Work schedules for associates vary throughout our organization. Supervisors will advise associates of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the locations and the total hours that may be scheduled each day and week.

Overtime Compensation

Overtime compensation is paid to all nonexempt associates as required by law. Overtime pay is calculated based on actual hours worked. Vacation, sick time, company and floating holidays, jury duty, bereavement, witness duty, time-off to vote, other types of time off that is paid, and leaves of absence will not be considered hours worked for purposes of performing overtime calculations, subject to applicable law. (Also see Timekeeping Policy)



EMPLOYMENT STATUS AND PRACTICES

Employment Categories

The definitions below are intended to assist associates of Advantage Sales & Marketing LLC dba Associate Solutions (the “Company”) in understanding their employment status.

EXEMPTION CLASSIFICATION: NON-EXEMPT OR EXEMPT

Each associate is designated as either “non-exempt” or “exempt” according to federal and state wage and hour requirements. Whether an associate is classified by an employer as exempt or non-exempt depends primarily on the associate’s primary job duties and is determined by the Company’s Human Resources Department in accordance with applicable law. Generally speaking, other than associates in administrative, professional, or executive positions, outside salespeople, and certain computer professionals (as these positions are defined by law), associates are entitled to overtime pay and compliance with other wage and hour requirements established by federal and state laws. An associate’s title is not determinative of their exempt status. If you have questions about whether a position is exempt or non-exempt, you should contact Human Resources.

Both full-time and part-time exempt associates are paid a pre-determined weekly salary, regardless of quantity or quality of work. Non-exempt associates are generally paid at an hourly rate based on actual hours worked. Project or piece rates of pay may also be used to compensate a non-exempt associate subject to the legal requirements applicable to such rates of pay.

REGULAR, TEMPORARY, & SEASONAL CLASSIFICATIONS

In addition to the exempt or non-exempt classification, each associate is designated as Regular Full-Time, Regular Part-Time, Temporary, or Seasonal for the purposes of determining benefits eligibility, assigning staff, and applying Company policy based on the descriptions below. For details regarding benefits eligibility, please refer to the “Associate Benefits” section of this Handbook and the Benefits page of the Company’s intranet site.

I. REGULAR CLASSIFICATIONS

- A. Regular Full-Time Classification.** Associates classified by the Company as Regular Full-Time are hired to work for an unspecified period of time and are regularly scheduled by the Company to work a minimum of 40 hours per week.
- B. Regular Part-Time Classification** Associates classified by the Company as Regular Part-Time are hired to work for an unspecified period of time and are scheduled to work 35 hours per week or less. (If an associate works more than 35 hours per week *on occasion*, such an *infrequent* occurrence will not change his/her part-time classification).



EMPLOYMENT STATUS AND PRACTICES

Employment Categories (continued)

Part-time exempt associates are assigned “standard hours” of no more than 35 hours per week, based on workload, duties, and other expectations for the position. Although actual hours may vary from time to time, such differences will not impact the associate’s salary or benefits eligibility, subject to applicable law.

Part-time non-exempt associates may be scheduled by the company to work regular hours, while others may work irregular hours.

C. General Points about the Regular Employment Classification.

- (i) At-Will Employment: The fact that “Regular” employment is for an unspecified period of time and is not classified as “temporary” does not create a contract or guarantee of employment for any period of time or change the at-will nature of an associate’s employment.
- (ii) No Guarantee of Hours or Rate of Pay: Hours and rate(s) of pay are terms of at-will employment, which are subject to change at the discretion of management, subject to applicable law.
- (iii) Work Expectations: Some associates whose employment is classified as Regular are expected to work an established, consistent schedule. Others have more flexible schedules: they are scheduled for specific assignments by the Company as-needed or they may be able to self-schedule assignments. The expectations of one’s job depends on one’s position and job duties as set forth in his/her job description or as otherwise communicated by management.
 - 1. If an associate fails to report to work as expected based on one’s regular job duties, a specific assignment by the company, or a self-scheduled assignment, the associate may be subject to disciplinary action or his/her employment may be subject to separation in accordance with Company policy (other than where an associate is on an approved leave in accordance with Company policy or applicable law).
 - 2. Subject to any division-specific policy, if an associate is in a position with a flexible schedule and is inactive for 6 months or more (i.e., not working and not receiving wages), his/her employment may be subject to separation due to inactivity (other than where an associate is on an approved leave in accordance with Company policy or applicable law).



EMPLOYMENT STATUS AND PRACTICES

Employment Categories (continued)

II. TEMPORARY AND SEASONAL CLASSIFICATIONS

- A. **Temporary.** Associates classified by the Company as Temporary are hired on an interim or short-term basis for no more than six months to perform work expected to be limited in duration. Once a Temporary associate has actively worked for the Company for the maximum 6-month period, he/she may not work for the Company in any temporary capacity for a 90-day period following his/her separation of employment.
- B. **Seasonal Associates.** Associates classified as Seasonal by the Company are hired to perform work as-needed for a limited duration on a recurring basis according to seasonal periods as defined by particular business needs, such as back-to-school and holiday seasons. If a Seasonal associate is inactive for 15 months or more (that is, not working and not receiving wages), his/her employment may be subject to separation due to inactivity, other than where an associate is on an approved leave in accordance with applicable law.
- C. **General Points about Temporary and Seasonal Employment.** Temporary and Seasonal associates retain that employment status unless and until notified of a change by Human Resources. Employment beyond any initially stated period does not in any way create a contract for or guarantee of employment for a specified period of time or imply a change in at-will employment status.



EMPLOYMENT STATUS AND PRACTICES

Associate Benefits

Eligible associates at the Company are provided a wide range of benefits. A number of the programs (such as Social Security, worker's compensation, state disability, and unemployment insurance) cover all associates in the manner prescribed by law.

Other benefits eligibility is dependent upon a variety of factors, including without limitation associate average hours worked. The Company's Human Resources Department and the Benefits Resource Center can provide additional information regarding the programs for which you are eligible.

In addition to any legally-mandated benefits, associates may be eligible to participate in the following benefits, according to average hours regularly worked, subject to Company policy, the terms and conditions of the relevant benefit plans, and applicable law. (Please review the Company's Time Away policies and benefits information in this Handbook and/or on the Company's internal associate website for eligibility details.)

Average of 40 hours per week regularly worked or assigned:

- 401(k) Savings Plan
- Medical, Dental and Vision Insurance
- Life Insurance
- Long-Term Disability
- Short-Term Disability
- Flexible Spending Accounts
- Time Away Benefits
- Holidays
- Business Travel Insurance
- Life Assistance Program
- Critical Illness, Accident and Whole Life Plans

Average of 30 to less than 40 hours per week regularly worked or assigned:

- 401(k) Savings Plan
- Medical
- Part-time vacation benefits

Average of less than 30 hours per week regularly worked:

- 401(k) Savings Plan
- Part-time vacation benefits



EMPLOYMENT STATUS AND PRACTICES

Associate Benefits (continued)

While Temporary and Seasonal associates receive all legally mandated benefits, these associates are generally ineligible for the Company's other benefit programs available to Regular Full-Time and/or Part-Time associates, subject to requirements and limitations of applicable law.

Some benefit programs require enrollment by the associate as well as contributions from the associate, while others are fully paid by the Company. As a practical matter, to participate in benefits which require premium payments by the associate (such as medical insurance), an associate's bi-weekly earnings must be sufficient to cover the cost of the bi-weekly payroll deductions for the premium payments for the benefits in which the associate has enrolled. An associate's failure to pay for his/her benefit premiums will jeopardize the associate's ability to maintain those elective benefits.

If an applicable federal, state or local law is more generous to Associates than the benefit provisions outlined here appear to provide, the Company will comply with such law to the extent it is required to do so. Full descriptions of the health and welfare, various insurance, and 401k benefits and corresponding plans can be found in the Summary Plan Descriptions and Official Plan Documents located on the Company's internal website. In the event of any conflict between the description in the Handbook or Company website and the official Plan Documents, the official Plan Documents will govern. Time away benefits (including vacation, holidays, and sick time, as applicable), can be found elsewhere in this Associate Handbook. All benefits are provided subject to applicable law.

Further, the Company or its designee(s) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans. The Company or its designee(s) may modify or eliminate any benefits or programs it currently provides subject to applicable law, as well as increase the cost to associates of such benefits and programs. This discretionary authority extends to all issues concerning benefit eligibility and entitlement. Contact Human Resources for details.



EMPLOYMENT STATUS AND PRACTICES

Employment Verifications

All requests for employment verification and/or inquiries by or on behalf of a current or former associate should be directed to the Company's Payroll Department by calling 888-900-4276 (Option 5, 1). Responses to such inquiries will confirm only dates of employment and position(s) held; and no such employment data including salary information will be released without a written authorization and release signed by the individual who is the subject of the inquiry. Authorizations can be faxed to the Company's Payroll Department at 858-964-9777 or e-mailed to payrollquestions@advantagesolutions.net.



EMPLOYMENT STATUS AND PRACTICES

Employment Termination

Since employment with the Company is based on mutual consent, both the associate and the Company have the right to terminate employment at-will, with or without cause, at any time, subject to applicable law. Associates will receive their final pay in accordance with applicable state law.

Resignation is a voluntary act initiated by the associate to terminate employment with the Company. Although advance notice is not required, the Company requests at least 2 weeks written resignation notice from all associates.

Associate benefits will be affected by employment termination. Some benefits may be continued at the associate's expense if the associate so chooses. The associate will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.



EMPLOYMENT STATUS AND PRACTICES

Introductory Period

The introductory period is intended to give new associates the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate associate capabilities, work habits, and overall performance. Either the associate or the Company may end the employment relationship at-will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired associates, including temporary associates who transition to a regular classification, work on an introductory basis for the first 90 calendar days after their date of hire or transfer. Associates who are promoted or transferred within the Company must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the Company determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the associate's performance, the introductory period may be extended for a specified period.

During the initial introductory period, new associates are eligible for those benefits that are required by law, such as worker's compensation insurance and Social Security.

They may also be eligible for other Company provided benefits subject to the terms and conditions of each benefits program. Associates should read the information for each specific benefits program for the details on eligibility requirements.



EMPLOYMENT STATUS AND PRACTICES

Job Posting

The Company provides associates an opportunity to indicate their interest in open positions and potential advancement within the organization according to their skills and experience. Although job posting is a way to inform associates of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager, other recruiting sources may also be used to fill open positions in the best interest of the organization. Accordingly, while notices of job openings are typically posted on the Company's career site, the Company reserves the right to fill a position without posting a particular opening. Posted job openings will be included on the Company's internal associate website. Job postings may generally include the posting date, job title, department, location, and job description that includes the essential duties and qualifications (required skills and abilities).

The Company recognizes the benefit of developmental experiences and encourages associates to talk with their supervisors about their career plans. Supervisors are encouraged to support associates' efforts to gain experience and advance within the organization.

Please review the Company's Transfer Policy for information on eligibility and application requirements for potential internal transfer opportunities.



EMPLOYMENT STATUS AND PRACTICES

Transfer Policy

The Company's Transfer Policy is intended to further several key objectives: providing associates with the opportunity for personal and professional development if and as appropriate and enabling associates to contribute in a variety of ways to the growth of the Company and the value the Company provides to its clients and customers. Transfer decisions are based on a variety of factors, including position availability and staffing needs; as well as an associate's job-related skills, experience, knowledge; prior job performance and workplace conduct; commitment to the Company's mission and values; and his/her demonstrated ability to assume the new responsibilities.

In furtherance of these goals, reasonable efforts will be made to post vacant positions and fill them from within the organization. At the same time, the Company may determine that it's necessary to fill a position without posting and/or to recruit and hire from outside the company in an effort to hire the individual it believes to be the most qualified candidate for the position in light of the Company's business needs, and reserves the right to do so.

Transfer Application Criteria:

Before an associate may be considered eligible to apply for a transfer opportunity, the criteria below must be satisfied and steps must be followed:

Associate's Responsibility

- All associates of the Company are eligible for consideration for transfer (including without limitation regular, temporary, part-time, and full-time associates).
- An associate must receive approval from his/her current supervisor before applying for a transfer opportunity. (To the extent the associate is not comfortable contacting his/her supervisor for approval or is unable to contact his/her supervisor in a timely fashion, the associate should contact the next-level manager or Human Resources.)
- An associate must abide by the terms of this policy in addition to other legitimate business instructions provided by Human Resources or management related to the transfer application process.

Supervisor's Responsibility

- Prior to approving the transfer application, the associate's direct supervisor is required to take steps to confirm associate's eligibility to apply for a transfer opportunity.



EMPLOYMENT STATUS AND PRACTICES

Transfer Policy (continued)

Supervisor's Responsibility (continued)

This process should include reviewing the associate's documented job-related performance history over the prior 12 months (including issues pertaining to job performance, policy compliance, and conduct). Such documentation may include without limitation the associate's record of achievements, identified opportunities for improvement, performance reviews, coaching, counseling, performance improvement plans, warnings, disciplinary action, and other corrective action); reviewing the associate's intended position to evaluate its alignment with the associate's job-related interests, skills, experience, and knowledge; discussing the opportunity with the associate to help evaluate whether the opportunity is well-suited for the associate in light of his/her job-related interests, skills, experience, and knowledge.

- Any performance documentation (such as those items listed above) pertaining to Associate's employment with the Company may, but does not necessarily, disqualify an associate from being deemed eligible for transfer to another position within the Company. The Company considers a variety of factors in determining relevance of an associate's performance history to his/her transfer eligibility including, without limitation: nature and gravity of the issue, degree of associate's performance/conduct improvement since issuance of documentation, prior related or unrelated performance/conduct issues, and nature of the proposed position.
- Management may consider job-related business factors not outlined here in determining an associate's eligibility to apply for a transfer opportunity, subject to applicable law.
- Supervisor shall advise the associate whether the associate's request to submit a transfer application is approved or denied. If denied, supervisors are encouraged to provide the associate with constructive feedback to help the associate understand where his/her opportunities lie for future improvement, development, and growth.

Additional Process Expectations:

- Application. If an associate receives approval from his/her supervisor (or next-level manager or Human Resources as applicable) to apply for a transfer, the associate is required to apply on the Company's internal career site to be considered for internally posted opportunities.
- Interview. If selected for interview consideration, the associate will be contacted by a Talent Acquisition Recruiter regarding next steps.
- Satisfaction of employment criteria.
 - Associates are expected to meet all employment criteria for the position for which they are applying in order to be eligible to transfer. Such criteria include,



EMPLOYMENT STATUS AND PRACTICES

Transfer Policy (continued)

without limitation, satisfactory and timely completion of all relevant employment paperwork, as well as satisfactory and timely completion of applicable pre-employment screenings, such as a background check (including criminal history and/or motor vehicle record check) and drug test. Employment screenings shall be subject to appropriate disclosures and authorizations, as required by law, and shall only be conducted after a conditional offer of employment for the transfer position has been extended.

- Associate's failure to timely submit the necessary paperwork, to timely submit to the required screenings, or to satisfactorily complete the screenings may result in one or more of the following, as applicable depending on the circumstances, subject to applicable law:
(1) withdrawal of the transfer position offer, (2) termination of employment in the transfer position (if employment in that position commenced prior to screening results being received by the company), and/or (3) termination of associate's employment in his/her current (pre-transfer) position.
- Placement – Communication / Effective Date. If the associate is offered and accepts the transfer opportunity and satisfies the employment criteria:
 - The associate is expected to promptly notify his/her current supervisor of the pending transfer.
 - The current position and new position supervisors should agree upon a mutually convenient transfer date (generally two weeks from when the associate accepts the offer). (Sufficient time should be provided to allow for a smooth transition of business needs as to the associate's pre-transfer position without unduly delaying the transfer. Any questions or concerns regarding the effective date of the transfer should be directed to Human Resources.)
 - The associate is expected to contact his/her current supervisor to confirm date of transfer.
 - The hiring supervisor must contact Talent Acquisition to confirm the associate has completed all necessary pre-screening requirements.
 - Talent Acquisition will process the transfer through Oracle.
- Notification of non-selection. If an associate has submitted a formal application for a transfer opportunity but is not selected, Talent Acquisition Recruiter will attempt to notify the associate of his/her application status to the extent administratively possible. However, such notification is not guaranteed. Associates are welcome to follow up with Talent Acquisition to determine the status of their transfer applications.
- No guarantee of interview/placement. Participation in one or more stages of the transfer application process (including without limitation, expression of interest, discussion with one's supervisor or a recruiter, submission of an application, or participation in an interview) does not guarantee participation in any later stage of the process or an offer of employment in the intended or any other position.



EMPLOYMENT STATUS AND PRACTICES

Transfer Policy (continued)

- No guarantee of future terms/conditions of employment. Transferring to another position does not guarantee that any or all of terms or conditions of employment will change (positively or negatively) immediately or in the future. By way of example only, transfer to a new position does not guarantee a wage or overall compensation increase, increase in expense reimbursement, change in title or employment classification, or promotion.
- Continuing at-will employment. Transfer to another position within the company does not change the at-will nature of one's employment or create a guarantee or contract of employment for any specific period of time.

We encourage all associates to explore potential transfer and/or career development opportunities by frequently reviewing open positions and any related career development information located on the Company's internal associate website. We also encourage associates to discuss career growth and development opportunities with his/her supervisor and/or Human Resources.

Associates should contact Human Resources, his/her supervisor or the Talent Acquisition Department for assistance or questions regarding the Transfer Policy.



TIME AWAY

Company Holidays (See Advantage Connects under policies for current schedule)

COMPANY HOLIDAYS ELIGIBILITY

Regular, full-time associates are eligible to receive the paid Company holiday benefit immediately upon assignment to an eligible employment classification, according to the Company holiday schedule in effect at the time.

Temporary and part-time non-exempt associates are not eligible for paid Company holidays. However, if they work on a company holiday, such associates will be paid at the hourly rate(s) applicable to the assigned work, subject to any applicable overtime requirements. Exempt associates, regardless of other employment classification (e.g., regular or temporary) will be paid as required by law.

Although the actual day in which the holiday falls may change from year-to-year, the Company will generally observe the holidays shown below. However, Company holidays are subject to any division-specific holiday schedule and the Company and/or its divisions reserves the right to modify its respective holiday schedule at any time.

COMPANY HOLIDAYS:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

PAYING COMPANY HOLIDAYS

If a recognized holiday falls during an eligible associate's sick time, vacation time, or floating holiday, holiday pay will be provided instead of vacation, sick, or floating holiday pay that would otherwise have applied (and the paid time off will not be deducted from the relevant time off balance). Company holidays are not paid during paid or unpaid leaves of absence (including but not limited to, short-term disability or family and medical leave).



TIME AWAY

Company Holidays (continued)

For eligible non-exempt associates, Company holiday pay will be calculated based on the associate's Hourly Rate 1 which can be found in the Employee Self Service on-line system (as of the date of the holiday) multiplied by the number of hours the associate would otherwise have worked on that day. Exempt associates will be paid based on their regular salary in accordance with applicable law.

Company holiday pay does not include overtime or any special forms of compensation such as incentives commissions, bonuses, or shift differentials. Company holiday hours do not constitute hours worked and will not be counted as hours worked for the purposes of calculating overtime. Payment in lieu of Company holiday time shall not be provided, subject to applicable law. Further, Company holidays are fixed holidays, not floating holidays; accordingly, unused Company holidays do not carry over from one calendar year to the next and are not paid out upon termination of employment.

The Company is an ardent supporter of work/life balance and wishes to avoid interference with associates' well-deserved time off, including Company holidays. On occasion, compelling business needs may result in a manager having to require an associate to work on a Company holiday. If an eligible non-exempt associate works on a Company holiday, he/she will receive holiday pay **plus** wages at his/her hourly rate(s) applicable to the assigned work performed on the holiday or as otherwise required by law. Overtime will be paid in accordance with applicable law.



TIME AWAY

Floating Holidays

FLOATING HOLIDAYS ELIGIBILITY

Regular, full-time associates are eligible to receive the Company's floating holiday benefit as of the first day in an eligible employment classification (i.e., upon hire or transfer to an eligible position), subject to the award schedule discussed in this policy. Temporary and part-time associates are not eligible to be awarded floating holidays.

Eligible associates may be awarded and use up to but no more than three (3) floating holidays in the calendar year, which is considered the Maximum Annual Award subject to applicable law.

FLOATING HOLIDAYS AWARD

All floating holidays which an existing associate is eligible to receive in a given calendar year are awarded upon the start of each calendar year.

Eligible new hires and associates changing from part-time to full-time status or from temporary status to regular full-time status will receive floating holidays according to the schedule below in their initial year of hire or transfer to an eligible employment classification. Floating holidays are awarded at the conclusion of the first full pay period following his/her transfer to an eligible position, and thereafter, upon the conclusion of the first full pay period after January 1 of each calendar year.)

Floating Holidays Award Schedule

For full-time benefit eligible new hires (initial year of hire only), floating holidays are awarded as follows:

- Hire/Transfer Date from January – April = 3 floating holidays awarded
- Hired/Transfer Date from May – August = 2 floating holidays awarded
- Hired/Transfer Date from September – December = 1 floating holiday awarded

Rehires should contact Human Resources for more information about any floating holiday time awarded upon rehire within the same calendar year of any prior separation.



TIME AWAY

Floating Holidays (continued)

USING FLOATING HOLIDAYS

Associates may elect to utilize their awarded floating holiday hours as follows: up to a maximum of eight (8) hours in a day for exempt associates and up to a maximum of ten (10) hours in a day for non-exempt associates based on the associate's regular work schedule.

Floating Holidays must be scheduled with the prior approval of the associate's supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company reserves the right to decline requests as well as to schedule and/or require associates to take floating holidays at times designated by the Company.

An associate changing from eligible to non-eligible status may continue to use floating holiday hours already awarded during that calendar year (subject to applicable law), but the time must be used by the end of the calendar year in which it was awarded, unless carry-over is expressly required by applicable law. Additional floating holiday hours will not be awarded to him/her while in a classification not eligible to be awarded floating holidays.

As a reminder, floating holiday balances reflected in the Company's system and on paychecks are subject to change and updating as time away requests are approved, submitted, and entered into the on-line Employee Self Service system. Associates are encouraged to verify their balances with their supervisors

PAYING FLOATING HOLIDAYS

For eligible non-exempt associates, floating holiday hours will be paid at the associate's Hourly Rate 1 which can be found in the Employee Self Service on-line system (as of the date of the floating holiday). Exempt associates will be paid based on their regular salary in accordance with applicable law.

Floating holiday pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Floating holiday hours do not constitute hours worked and will not be counted as hours worked for the purposes of calculating overtime. Payment in lieu of floating holidays shall not be provided, except as required by law.

An associate on an extended absence for illness or injury is expected to apply for any other available compensation and benefits, such as Worker's Compensation. Awarded floating holiday hours will be applied by the Company to supplement any payments that an associate is eligible to receive from the Company provided disability insurance programs and state disability insurance, subject to applicable law. The combination of any such disability payments and vacation time benefits shall not, however, exceed the associate's ordinary weekly earnings.



TIME AWAY

Floating Holidays (continued)

TREATMENT OF FLOATING HOLIDAY TIME UPON YEAR-END AND TERMINATION

Subject to applicable law, floating holidays must be taken in the calendar year in which they were awarded; and payment in lieu of floating holidays shall not be provided.

Unless state or other applicable law requires carry-over of awarded but unused floating holidays from one calendar year to the next, the Company does not permit carry-over of awarded but unused floating holidays from one calendar year to the next. By way of clarification, if a state or other applicable law provides that an employer must allow carry-over of awarded but unused floating holidays from one calendar year to the next ***only if required by policy or agreement***, then the Company policy shall be construed not to allow carry-over of awarded but unused floating holidays from one calendar year to the next. Where carry-over of awarded but unused floating holidays is expressly required by law, the associate may carry over his/her unused floating holidays and be awarded the subsequent year's floating holidays; provided however that the associate's total floating holiday balance never exceeds two times the Maximum Annual Award (i.e., 6 days).⁸

Unless state or other applicable law expressly prohibits forfeiture of awarded but unused floating holidays, the Company does not pay out awarded but unused floating holidays upon termination of employment (whether voluntary or involuntary). By way of clarification, if a state or other applicable law provides that an employer must pay out awarded but unused floating holidays upon termination of employment ***only if required by policy or agreement***, then the Company's policy shall be construed not to pay out awarded but unused floating holidays upon separation of employment.

⁸ For illustration purposes only, if a carry-over eligible associate carries over 2 floating holidays, 3 additional floating holidays will be awarded at the conclusion of the first full pay period of the subsequent year; if a carry-over eligible associate carries over 4 floating holidays, 2 additional floating holidays will be awarded at the conclusion of the first full pay period of the subsequent year.



TIME AWAY

Vacation Time

VACATION TIME ELIGIBILITY

Only regular full-time associates are eligible to receive vacation time. Part-time associates should refer to the Part Time Vacation policy for details regarding part-time associate vacation time and eligibility requirements. Temporary associates are not eligible to receive vacation time.

EARNING VACATION TIME

Newly hired, regular full-time associates become eligible to accrue vacation time on a daily basis upon the conclusion of the 90 day introductory period, subject to applicable law.

Vacation Time Accrual Schedule

The amount of vacation hours full-time associates are eligible to accrue each calendar year increases with the length of their employment as shown in the following schedule.

Calendar Years	Accrual Rate Per Day	Max Accrual Per Calendar Year**
Initial Calendar Year of Employment*	.219 hours	** Up to 60 hours
Year 1	.219 hours	** Up to 80 hours
Years 2 – 4	.219 hours	80 hours
Years 5 – 9	.329 hours	120 hours
Years 10 and up	.438 hours	160 hours

* Initial Calendar Year is considered the calendar year in which the associate's employment begins. Year 1 is the first calendar year of employment following the Initial Calendar Year; Year 2 is the second calendar year of employment following the Initial Calendar Year; and so on. For example, if an associate's employment begins on March 1, 2013, 2013 is the Initial Calendar Year; 2014 is Year 1; 2015 is Year 2; and so on.

**It is important to note that, based on the associate's hire date, an associate may not accrue the maximum *annual* accrual for the calendar year as noted above during the associate's initial calendar Year or Year 1 year, if all or part of the associate's first 90 days falls within one or both of the Initial Calendar Year and Year 1. For example, if the associate is hired on March 1, 2013, he/she will not accrue the maximum *annual* accrual in 2013 as he/she will only begin accruing upon the conclusion of his/her 90 day introductory period, after May 29, 2013. If the associate is hired November 1, 2013, he/she will not accrue any time in 2013, and will not accrue the maximum annual accrual in 2014 as he/she will only begin accruing upon the conclusion of the 90 day introductory period after Jan. 29, 2014.



TIME AWAY

Vacation Time (continued)

A part-time regular associate or part-time or full-time temporary associate, who transitions to regular full-time status and who has completed or subsequently completes 90 days of employment, will become eligible to earn full-time vacation time hours upon the later of the completion of his/her 90 days of employment or the commencement of his/her regular full-time status. The accrual rate is based on the associate's adjusted service date and the above schedule.

A full-time associate who transitions to part-time or temporary status will cease earning full-time vacation beginning with their effective date of part-time or temporary status. Existing accrued but unused full-time vacation may continue to be used but must be used by the end of the calendar year in which it was accrued, unless carry-over is expressly required by applicable law. Associates transitioning to part-time status should refer to the Part-Time Vacation Policy for more details.

Vacation hour earning will be suspended in the case of a leave of absence subject to applicable law.

Rehires should contact Human Resources for more information about any vacation time accrual upon rehire within the same calendar year of any prior separation.

USING VACATION TIME

Vacation time hours can be used up to a maximum of eight (8) hours in a day for exempt associates and up to a maximum of ten (10) hours in a day for non-exempt associates based on the associate's regular work schedule.

Associates are strongly discouraged from taking vacation time in advance of the time having been accrued, and management reserves the right to deny such requests in accordance with company policy. In addition, the total vacation hours taken may not exceed the total number to be accrued in the calendar year. To further compliance with company policies and effectively manage the company's time away programs, upper level management approval (i.e., the associate's direct supervisor and the manager of the associate's direct supervisor) will be required for any requests for paid time away where the associate does not have the time available to take as of the requested dates. Notwithstanding the Company's discouraging associates taking vacation time in advance of accruing it, to the extent an associate has a negative vacation balance at the end of the calendar year, the Company reserves the right to use the positive balance in another time away category, such as floating holidays, to offset the negative vacation balance; to carry over the negative vacation balance to the subsequent calendar year; and/or to require the associate to reimburse the company for any such overpayment or authorize the company to deduct any such overpayment from the associate's subsequent pay, including the associate's final paycheck, subject to applicable law.



TIME AWAY

Vacation Time (continued)

As a reminder, vacation balances reflected in the Company's system and on paychecks are subject to change and updating as time away requests are approved, submitted, and entered into the on-line Employee Self Service system.

To schedule vacation, associates should request advance approval for time off from their supervisors through the company's on-line Employee Self Service system.

Associates are required to obtain appropriate approval from their supervisor in advance of taking vacation time. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company reserves the right to decline requests as well as to schedule and/or require associates to take vacation time at times designated by the Company.

PAYING VACATION TIME

For eligible non-exempt associates, vacation time hours will be paid at the associate's - Hourly Rate 1 which can be found in the Employee Self Service on-line system (as of the date of the vacation time). Exempt associates will be paid based on their regular salary in accordance with applicable law.

Vacation time pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation time hours do not constitute hours worked and will not be counted as hours worked for the purposes of calculating overtime. Subject to applicable law, payment in lieu of vacation time shall not be provided.

An associate on an extended absence for illness or injury is expected to apply for any other available compensation and benefits, such as Worker's Compensation. Accrued vacation time will be applied by the Company to supplement any payments that an associate is eligible to receive from the Company provided disability insurance programs and state disability insurance, subject to applicable law. The combination of any such disability payments and vacation time benefits shall not, however, exceed the associate's ordinary weekly earnings.



TIME AWAY

Vacation Time (continued)

TREATMENT OF VACATION TIME UPON YEAR-END AND TERMINATION

Unless state or other applicable law requires carry-over of accrued but unused vacation time from one calendar year to the next, the Company does not permit carry-over of accrued but unused vacation time from one calendar year to the next. By way of clarification, if a state or other applicable law provides that an employer must allow carry-over of accrued but unused vacation time from one calendar year to the next ***only if required by policy or agreement***, then the Company's policy shall be construed not to allow carry-over of accrued but unused vacation time from one calendar year to the next. Where carry-over of accrued but unused vacation time is expressly required by law, vacation time accrued will not be forfeited and vacation accrual will cease when the maximum accrual cap is reached and will not resume unless and until the accrual balance drops below the cap.

Unless state or other applicable law expressly prohibits forfeiture of accrued but unused vacation time, the Company does not pay out accrued but unused vacation time upon termination of employment (whether voluntary or involuntary). By way of clarification, if a state or other applicable law provides that an employer must pay out accrued but unused vacation time upon termination of employment ***only if required by policy or agreement***, then the Company's policy shall be construed not to pay out accrued but unused vacation time upon separation of employment.



TIME AWAY

Part-Time Vacation

PART-TIME VACATION ELIGIBILITY AND EARNING

Vacation time is provided to part-time regular associates who meet the following criteria:

- **SERVICE**: Completed six (6) full calendar months of continuous employment with the Company.
- **ACTIVE EMPLOYMENT**: Active employment status, including associates on approved leave. (Subject to applicable law, associates on an approved leave may not continue to accrue vacation time, but may elect or be required to apply any accrued vacation time to otherwise unpaid time during a leave of absence.)
- **EMPLOYMENT CLASSIFICATION**: Classification as a regular part-time associate (i.e., not temporary or seasonal).
- **REQUIRED HOURS**: Paid the required number of hours to be eligible for vacation time accrual in accordance with the eligibility requirements and part-time vacation tiers outlined below.⁹ Eligibility is reviewed each January based on the prior year's hours paid, or in the case of those employed less than a year, based on the prior 6 full calendar months.
 - ***Associates with one full calendar year of service*** are eligible to accrue vacation in the current calendar year if they were paid for 1040 hours in the prior calendar year.
 - ***Associates with less than one full calendar year of service*** are eligible to accrue vacation in the remaining months of the current calendar year if they were paid for at least 520 hours in the prior full 6 calendar months.

EARNING PART-TIME VACATION

Qualified part-time associates will accrue vacation as per the following schedule on a daily basis in which the associate is eligible for accrual, subject to applicable law. The accrual rate is based on the associate's adjusted service date. Associates must be in an active status on the accrual award date in order to receive an accrual, subject to applicable law.

⁹ A part-time **exempt** associate's Standard Hours (assigned based on expectations for the job) are used to determine that associate's vacation accrual rate, even if actual hours worked differ from his/her Standard Hours. Therefore, for the purposes of this policy, "hours paid" for a part-time **exempt** associate are based on the associate's Standard Hours. (For example, a part-time exempt associate who's assigned Standard Hours are 20 hours per week during a full calendar year, would be eligible for vacation accrual in the subsequent calendar year.)



TIME AWAY

Part-Time Vacation (continued)

Part-Time Vacation Accrual Schedule

Service Period	Daily Accrual Rate**	Maximum Annual Vacation Hours
After six full calendar months of employment	0.055	20
Calendar Years 1* thru 4	0.115	42
Calendar Years 5 thru 9	0.132	48
Calendar Years 10 and up	0.148	54

*Calendar Year 1 is the first calendar year after six full calendar months of employment.

** Awarded daily to eligible associates.

A part-time associate who transitions to temporary status will cease earning part-time vacation beginning with their effective date of temporary status. Existing accrued but unused part-time vacation may continue to be used but must be used by the end of the calendar year in which it was accrued, unless carry-over is expressly required by applicable law.

Vacation hour earning will be suspended in the case of a leave of absence subject to applicable law.

Rehires should contact Human Resources for more information about any vacation time accrual upon rehire within the same calendar year of any prior separation.

USING PART-TIME VACATION

Vacation time hours can be used up to a maximum of eight (8) hours in a day for exempt associates and up to a maximum of ten (10) hours in a day for non-exempt associates based on the associate's regular work schedule.

Associates are strongly discouraged from taking vacation time in advance of the time having been accrued, and management reserves the right to deny such requests in accordance with company policy. In addition, the total vacation hours taken may not exceed the total number to be accrued in the calendar year. To further compliance with company policies and effectively manage the company's time away programs, upper level management approval (i.e., the associate's direct supervisor and the manager of the associate's direct supervisor) will be required for any requests for paid time away where the associate does not have the time available to take as of the requested dates.



TIME AWAY

Part-Time Vacation (continued)

Notwithstanding the Company's discouraging associates taking vacation time in advance of accruing it, to the extent an associate has a negative vacation balance at the end of the calendar year, the Company reserves the right to use the positive balance in another time away category, such as floating holidays if applicable, to offset the negative vacation balance; to carry over the negative vacation balance to the subsequent calendar year; and/or to require the associate to reimburse the company for any such overpayment or authorize the company to deduct any such overpayment from the associate's subsequent pay, including the associate's final paycheck, subject to applicable law.

To schedule vacation, associates should request advance approval for time off from their supervisors through the company's on-line Employee Self Service system. Associates are required to obtain appropriate approval from their supervisor in advance of taking vacation time. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company reserves the right to decline requests as well as to schedule and/or require associates to take vacation time at times designated by the Company.

As a reminder, vacation balances reflected in the Company's system and on paychecks are subject to change and updating as time away requests are approved, submitted, and entered into the on-line Employee Self Service system.

PAYING PART-TIME VACATION

For eligible non-exempt associates, vacation time hours will be paid at the associate's Hourly Rate 1 which can be found in the Employee Self Service on-line system (as of the date of the vacation time). Exempt associates will be paid based on their regular salary in accordance with applicable law.

Vacation time pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation time hours do not constitute hours worked and will not be counted as hours worked for the purposes of calculating overtime. Subject to applicable law, payment in lieu of vacation time shall not be provided.

An associate on an extended absence for illness or injury is expected to apply for any other available compensation and benefits, such as Worker's Compensation. Accrued vacation time will be applied by the Company to supplement any payments that an associate is eligible to receive from Company provided disability insurance programs and state disability insurance, subject to applicable law. The combination of any such disability payments and vacation time benefits shall not, however, exceed the associate's ordinary weekly earnings.



TIME AWAY

Part-Time Vacation (continued)

TREATMENT OF PART-TIME VACATION UPON YEAR-END AND TERMINATION

Unless state or other applicable law requires carry-over of accrued but unused vacation time from one calendar year to the next, the Company does not permit carry-over of accrued but unused vacation time from one calendar year to the next. By way of clarification, if a state or other applicable law provides that an employer must allow carry-over of accrued but unused vacation time from one calendar year to the next ***only if required by policy or agreement***, then the Company's policy shall be construed not to allow carry-over of accrued but unused vacation time from one calendar year to the next. Where carry-over of accrued but unused vacation time is expressly required by law, vacation time accrued will not be forfeited and vacation accrual will cease when the maximum accrual cap is reached and will not resume unless and until the accrual balance drops below the cap.

Unless state or other applicable law expressly prohibits forfeiture of accrued but unused vacation time, the Company does not pay out accrued but unused vacation time upon termination of employment (whether voluntary or involuntary). By way of clarification, if a state or other applicable law provides that an employer must pay out accrued but unused vacation time upon termination of employment ***only if required by policy or agreement***, then the Company's policy shall be construed not to pay out accrued but unused vacation time upon separation of employment. Any questions regarding this policy should be directed to Human Resources.

Examples:

- Associate A, hired January 12, 2013, will be reviewed for eligibility in August 2013. If Associate A was paid for 500 hours from February 1 through July 31, 2013, 500 hours is below the number of hours required for accrual in 2013. Therefore Associate A would not accrue vacation hours for the 2013 calendar year.
- Associate B, hired January 12, 2013, will be reviewed for eligibility in August 2013. If Associate B was paid for 520 hours from February 1, through July 31, 2013, the associate has met the required number of hours for vacation accrual for applicable months in 2013. Therefore Associate B would start accruing at the daily rate of 0.055 hours beginning August 1, 2013, for the remainder of the 2013 calendar year.
- Associate C, hired May 15, 2012, has been paid for 640 hours from June 1 through November 30, 2012, and has met the required number of hours for vacation accrual for applicable months in 2012. Therefore, effective December 1, 2012, Associate C would accrue vacation at a daily rate of 0.055 hours for the remainder of 2012. The associate would be reviewed again for eligibility in January 2013, based on hours worked from July 1 through December 31, 2012. If the associate again meets the required number of hours he/she would accrue vacation at the daily rate of 0.115 hours in 2013 (Calendar Year 1).
- Associate D, hired June 15, 2012, has been paid for 800 hours from July 1, 2012, through December 31, 2012, and has met the required number of hours for vacation accrual beginning January 1, 2013, at the daily rate of 0.115 hours. Associate D would not accrue any vacation time in 2012.



TIME AWAY

Sick Time

SICK TIME ELIGIBILITY

Only regular full-time associates are eligible to receive sick time, subject to applicable law. Temporary and part-time associates are not eligible to receive sick time, subject to applicable law. For any required city or state specific sick time benefits please visit the Policies and Procedures City/State Specific Policies section of the Company's internal associate website located at www.advantagesolutions.net, and contact Human Resources with any questions.

SICK TIME AWARDS

Newly hired, regular full-time associates become eligible to receive sick time upon the conclusion of 90 days of service, except as otherwise required by law.

Sick Time Hours Award Schedule

Sick time is awarded to eligible associates according to the following schedule, subject to applicable law:

Initial Calendar Year*	Subsequent Calendar Year
Sick Time Award (Upon Conclusion of 90 Days of Service)	Sick Time Award (i.e., Year 2 and beyond)
40 Hours	40 Hours

* Initial Calendar Year is considered the year in which the associate's employment begins.

In their Initial Calendar Year of employment, associates will be awarded their full Sick Time Award (per the above schedule) upon completion of 90 days of service, subject to applicable law. Associates who have completed their Initial Calendar Year of employment will be awarded their full Subsequent Calendar Year sick time hours award (per the above schedule) at the conclusion of the first full pay period in January following their hire date, with the exception of those hired in October through December. Those hired from October through December will be awarded their full Subsequent Calendar Year sick time hours award (per the above schedule) at the conclusion of the first full pay period following their first 90 days of employment; and will then receive their full sick time hours at the conclusion of the first full pay period in January in subsequent years of employment. A part-time regular associate or part-time or full-time temporary associate, who transitions to regular full-time status and who has completed or subsequently completes 90 days of employment, will become eligible to receive full-time sick time hours following the later of the associate's completion of the 90-day introductory period or the commencement of his/her full-time status. The award rate is based on the above schedule.



TIME AWAY

Sick Time (continued)

A full-time associate who transitions to part-time or temporary status will no longer be eligible for sick time awards beginning with their effective date of part-time status, subject to applicable law. Existing accrued but unused sick time may continue to be used but must be used by the end of the calendar year in which it was accrued, unless carry-over is expressly required by applicable law.

Rehires should contact Human Resources for more information about any sick time awarded upon rehire within the same calendar year of any prior separation.

USING SICK TIME

Sick time hours can be used up to a maximum of eight (8) hours in a day for exempt associates and up to a maximum of ten (10) hours in a day for non-exempt associates based on the associate's regular work schedule.

Sick time may be used for the associate's own personal illness, visits to health care providers, or to care for a family member as defined under the Federal Family and Medical Leave Act (FMLA) or for reasons otherwise provided by applicable law. (Associates should refer to the Company's FMLA policy to learn more about when qualifying paid time off, including sick time, may or must be applied during an FMLA leave.)

When possible, associates should notify their supervisor in advance of their need to use available sick time, such as for scheduled appointments, and request approval for time off from their supervisors through the company's on-line Employee Self Service system. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company reserves the right to decline requests as well as to schedule and/or require associates to take sick time at times designated by the Company, subject to applicable law.

Associates who have an unexpected need to use sick time are expected to notify their direct supervisor at least one (1) hour before their ordinary start time, barring a true emergency in which case the associate is expected to notify their supervisor as soon as possible thereafter. The associate's direct supervisor must also be contacted on each additional day of unexpected sick time. A doctor's statement may be requested by the company after three (3) days of consecutive sick time. Associates should only provide medical information to Human Resources, notifying his/her supervisor only as to whom the information was sent and when. (Any medical information provided will be maintained confidentially with any associate medical records, separate from the associate's employment records.)

As a reminder, sick time balances reflected in Company's system and on paychecks are subject to change and updating as time away requests are approved, submitted, and entered into the on-line Employee Self Service system.



TIME AWAY

Sick Time (continued)

PAYING SICK TIME

For eligible non-exempt associates, sick time hours will be paid at the associate's Hourly Rate 1 which can be found in the Employee Self Service on-line system (as of the date of the sick time). Exempt associates will be paid based on their regular salary in accordance with applicable law.

Sick time pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Sick time hours do not constitute hours worked and will not be counted as hours worked for the purposes of calculating overtime. Subject to applicable law, payment in lieu of sick time shall not be provided.

An associate on an extended absence for illness or injury is expected to apply for any other available compensation and benefits, such as Workers' Compensation. Sick time will be applied by the Company to supplement any payments that an associate is eligible to receive from the Company provided disability insurance programs and state disability insurance, subject to applicable law. The combination of any such disability payments and sick time benefits shall not, however, exceed the associate's ordinary weekly earnings.

TREATMENT OF SICK TIME UPON YEAR-END AND TERMINATION

Unless state or other applicable law requires carry-over of accrued but unused sick time from one calendar year to the next, the Company does not permit carry-over of accrued but unused sick time from one calendar year to the next. By way of clarification, if a state or other applicable law provides that an employer must allow carry-over of accrued but unused sick time from one calendar year to the next ***only if required by policy or agreement***, then the Company's policy shall be construed not to allow carry-over of accrued but unused sick time from one calendar year to the next. Where carry-over of awarded but unused sick time is expressly required by law, sick time accrued will not be forfeited and additional sick time hours will be awarded to the associate in the subsequent calendar year only up to the maximum calendar year award, subject to applicable law.

Unless state or other applicable law expressly prohibits forfeiture of accrued but unused sick time, the Company does not pay out accrued but unused sick time upon termination of employment (whether voluntary or involuntary). By way of clarification, if a state or other applicable law

provides that an employer must pay out accrued but unused sick time (as applicable) upon termination of employment ***only if required by policy or agreement***, then the Company's policy shall be construed not to pay out accrued but unused sick time upon separation of employment.



TIME AWAY

Sick Time (continued)

BENEFITS PROVIDED UNDER STATE OR LOCAL LAW

To the extent that sick and/or safe time benefits expressly required under state or local law exceed that which company policy appears to provide, the company will comply with any such requirements to the extent it is required to do so (including without limitation requirements pertaining to accrual eligibility, accrual rates, ability to carry over accrued but unused time, and payout of accrued but unused time upon separation of employment)



TIME AWAY

Leave of Absence

The Company recognizes that associates may occasionally need time off from work in the form of a leave of absence. Requests for all leaves of absence shall be made by the associate to his/her immediate supervisor and the Company's Leave of Absence and Accommodation Administrator ("L&A Administrator") and will be subject to the approval process in determining eligibility. The determination of FML eligibility and the approval process will be administered by the Company's L&A Administrator.

Associates may be eligible for various types of leaves of absence as outlined in this section. Eligibility requirements must be met in order for the leave of absence to be granted. The following is a list of some of the types of leave that may be made available.

- Family and Medical Leave (FML)
- Worker's Compensation Leave
- State-Mandated Leaves (where applicable)
- Disability Leave
- Disability Due to Pregnancy, Childbirth or Related Condition
- Military
- Jury/Witness Duty
- Bereavement
- Parental Leave for School Visits
- Domestic Violence

Guidelines Associated with Leaves of Absence

- Leaves of absence will be administered pursuant to applicable State and Federal leave laws and Company policies and procedures, including but not limited to those communicated by the Company's L&A Administrator.
- Leaves of absence will be subject to a maximum allowable amount of time off and may not extend indefinitely.
- Some leaves of absence may be eligible for intermittent leave or reduced schedule leave.
- An associate may not engage in other employment while on leave of absence without expressed written permission from Human Resources. Doing so may subject the associate to termination of employment.



TIME AWAY

Leave of Absence (continued)

- For leaves other than FMLA, associates must provide reasonable, advance notice of the desire to take a leave of absence in circumstances where the need for such leave is foreseeable. All requests for leaves of absence must be approved by the Company's L&A Administrator.
- Associates requesting leave must complete the proper documentation prior to the start of the leave; forms and documentation requirements may be obtained from the Company's L&A Administrator or the associate's Supervisor and/or Human Resources.
- Associates requesting return from leave and/or extension of leave must complete the required request forms prior to return/extension.
- Associates may be required to provide medical certification to be eligible for leave.
- In some cases, associates must contact Human Resources to provide regular updates on the status of the leave.
- The maximum amount of time insurance benefits may cover is outlined below. If an applicable federal, state or local law is more generous than the below, the Company will comply with such law to the extent it is required to do so.
 - During FMLA leave: through the last day of the month in the month which FMLA ends unless an associate remains on approved leave following conclusion of FMLA leave (See bullets below.)
 - During leave due to occupational injury/workers' compensation leave: through the last day of the 6th full month from the date you began this leave.
 - During any other type of employer-approved or legally-required leave: through the last day of the 6th full month from the date you began this leave. However, if such leave begins immediately after a FMLA or occupational injury leave ends, and you have already continued in group health plan coverage as an active participant for the maximum timeframe of 6 months, you will not be eligible to continue to do so for any part of such other leave.
- Eligible associates will need to continue to pay their portion of the premiums in a timely fashion to remain eligible.
- Where permitted by law, associates will be required to use any and all of their accrued, unused vacation and/or sick leave (if applicable) during leave of absence.
- Vacation and sick leave will not accrue while an associate is on leave.



TIME AWAY

Leave of Absence (continued)

- Some leaves may be eligible for the Company's Short Term Disability Benefit Program payment provided at no cost to eligible associates. Should a leave extend past the Short Term Disability covered period, an associate may be eligible for Long-Term Disability Benefits.
- In states where state provided disability programs are offered, associates may be eligible and/or required to apply for State Disability benefits.
- Upon return from leave, associates may be returned to their previous position or a comparable position may be made available. The Company will hold open the associate's position to the extent required by applicable law.
- Reinstatement from leave may not be guaranteed in certain circumstances.
- Medical certification from treating health care provider(s) may be required as a condition of an associate's return from leave.
- Failure to return to work when a leave expires or when leave is otherwise unauthorized may be considered a voluntary resignation of the associate's employment from the Company.
- Any falsification of reason(s) for obtaining an approved leave of absence may subject the associate to termination from employment.
- If the associate does not return to work upon expiration of leave or the associate becomes ineligible for regular health coverage benefits the associate may be eligible for continued health coverage under COBRA.
- Leaves of absence may alter the timing of the associate's regularly scheduled performance evaluation depending on the extent of the leave.

The Company Leave of Absence policy is not limited to the information contained in this document. This document is solely meant to provide you with a summary of the guidelines under the Company leaves of absence policies. Consult your immediate supervisor or Human Resources for specific details.

Associates are entitled to further information upon request. The Company recognizes that leaves are subject not only to Company policy, but numerous State and Federal laws. The Company adheres to guidelines set forth by federal and state governments regarding leaves of absence administration, which may vary from state to state.



TIME AWAY

Family Medical Leave

The Family and Medical Leave Act (including amendments to the FMLA) (collectively “FMLA”) provides eligible associates with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period and/or because of a “qualifying exigency” arising out of the fact that a family member is a “covered military member” called to “covered active duty” in the U.S. Armed Forces. In addition, an eligible associate may be entitled up to 26 weeks of unpaid FMLA leave to care for certain family members who are considered “covered servicemembers” in the U.S. Armed Forces (as defined below). During an FMLA leave, an eligible associate is entitled to continue group health plan coverage as if the associate had continued to work. At the conclusion of the FMLA leave, subject to some exceptions, an associate has a right to return to the same or to an equivalent position.

You may also have rights to family leave under state law. Nothing in this policy limits your rights under state law. If your leave qualifies as leave under the FMLA and state law, then the leave will be counted under both statutes and run concurrently. In all cases, you will have the benefit of the most generous leave statute, subject to eligibility requirements. For questions on coordination of leave benefits and/or any applicable state leave laws, please contact the Company’s L&A Administrator.

A. Associate Eligibility Criteria

To be eligible for FMLA leave, an associate must have been employed by the Company for the purposes of this policy regarding leave under the FMLA:

1. for at least 12 months (which need not be consecutive, but employment prior to a continuous break in service of 7 years or more will not be counted except in certain circumstances);
2. for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave; and
3. at a worksite (a) with 50 or more associates; or (b) where 50 or more associates are located within 75 miles of the worksite.

B. Events Which May Entitle an Associate to FMLA Leave

FMLA leave may be taken for any one, or for a combination of, the following reasons:

1. the birth of the associate’s child or to care for the newborn child;
2. the placement of a child with the associate for adoption or foster care or to care for the newly placed child;



TIME AWAY

Family Medical Leave (continued)

3. to care for the associate's spouse, child (including a child for whom the associate stands *in loco parentis*, i.e., someone who legally stands in place of a parent) or parent (which does not include in-laws but does include persons who stand *in loco parentis*) with a serious health condition;
4. the associate's own serious health condition that makes the associate unable to perform one or more of the essential functions of his or her job;
5. qualifying exigent circumstances (or a "qualifying exigency") arising out of the fact that the associate's spouse, son, daughter or parent is a "covered military member" on "covered active duty" (a/k/a "qualifying exigency leave") (see below for circumstances which constitute a qualifying exigency); and/or
6. to care for a "covered servicemember" of the United States Armed Forces (including a member of the National Guard or Reserves) with a "serious injury or illness" if the associate is the spouse, child, parent, or "next of kin" of the covered servicemember (a/k/a "military caregiver leave").

For purposes of the FMLA, a "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the associate from performing the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the "continuing treatment" requirement may be met by a period of incapacity of more than 3 consecutive full calendar days combined with: (1) at least two visits to a healthcare provider within 30 days, the first of which must occur within 7 days of the first day of incapacity; (2) or one visit and a regimen of continuing treatment; (3) or incapacity due to pregnancy; (4) or incapacity due to a chronic condition. Other treatments may also meet the definition of continuing treatment.

For purposes of this policy, phrases such as "serious health condition", "qualifying exigency", "next of kin", "covered servicemember", "covered military member", "serious injury or illness", and "covered active duty" are terms of art defined in governmental regulations. If you have any questions as to what these terms mean and/or whether they apply in your circumstances, please contact the Company's L&A Administrator.

"Qualifying exigent circumstances" (where the associate's family member is a covered military member on covered active duty as outlined above) include: (1) *Short Notice Deployment* (limited to seven or less calendar days prior to the date of deployment); (2) *Military Events and Related Activities*; (3) *Childcare and School Activities*; (4) *Financial and Legal Arrangements*; (5) *Counseling*; (6) *Rest and Recuperation* (limited to 15 calendar days of leave for each instance of the military member's need for temporary rest and recuperation leave up to a maximum of 12 weeks in a 12-month period); (7) *Post-Deployment Activities*; (8) *Parental Care*; and (9) *Additional Activities* (if agreed upon by the employer and the associate).



TIME AWAY

Family Medical Leave (continued)

For additional information on what qualifying exigent circumstances include and whether they apply in your circumstances, please contact the Company's L&A Administrator.

C. No Limitation on Rights

Nothing in this FMLA policy limits any associate leave rights under the Company's Military Leave Policy, in accordance with applicable federal or state law. See that Policy or Human Resources for further details.

D. How Much FMLA Leave May Be Taken

An eligible associate may take up to 12 workweeks of unpaid leave during a 12 month period for the FMLA qualifying reasons described in Section B 1-5 above. However, leave to care for a newborn or for a newly-placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by the Company, they are together entitled to a combined total of 12 workweeks of FMLA leave within the designated 12-month period for the birth, adoption or foster care placement of a child with the associates, or for aftercare of the newborn or newly placed child. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons, but not more than a total of 12 workweeks per person.

An eligible associate may be entitled to take up to 26 workweeks of unpaid military caregiver leave (Section B 6 above). Such leave is available in a single 12-month period commencing on the first day of leave. Military caregiver leave not used in the 12-month period is forfeited. This leave is to be applied on a per-covered servicemember, per-injury basis. Thus, an associate may be entitled to take more than one period of 26 workweeks of leave during the course of his/her employment if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent injury or illness. During a single 12-month period, the associate may not take more than a maximum combined total of 26 workweeks of FMLA leave for all purposes, *i.e.*, for any or all of the reasons described in Section B 1-6. Except for military caregiver leave, FMLA protected leave is still limited to 12 workweeks for all other qualifying reasons (Sections B1-5).

1. The 12-Month Period

An eligible associate is entitled to up to 12 workweeks of unpaid leave during a 12-month period for the FMLA qualifying reason(s) in Section B 1-5. The 12-month period for leaves under B 1-5 is a rolling 12-month period measured backward from the date an associate uses any FMLA leave.



TIME AWAY

Family Medical Leave (continued)

With respect to military caregiver leave to care for a covered servicemember with a serious injury or illness, the method for calculating the 12-month period is as follows:

- The 12-month period in which an eligible associate may take the FMLA military caregiver leave described in Section B 6 is calculated on a *going forward* basis starting with the first day the leave is taken.

E. Use of Paid and Unpaid Leave

FMLA leave is unpaid leave. However, if an associate has accrued paid time away under Company policy (*i.e.*, vacation, sick time, and/or floating holidays), the associate **must** use any qualifying time away (other than during a FMLA leave during which an associate is receiving short-term disability or workers compensation pay) concurrently with FMLA, unless otherwise allowed by applicable law, and will be paid in accordance with the Company's regular payroll schedule. "Qualifying paid time away" is time off that would otherwise be available to the associate for the purpose for which the FMLA leave is taken. In order to use paid vacation, sick time, and/or floating holidays during the FMLA leave, the associate must comply with the Company's normal time away policies, found in the Company's Associate Handbook or on the Company's internal associate website. After exhausting qualifying paid time away, the remainder of the FMLA period, if any, will be unpaid FMLA leave. Any vacation, sick time, and floating holidays used for an FMLA qualifying reason will be charged against the associate's vacation, sick time, and floating holiday balances respectively and his/her entitlement to FMLA leave. The substitution of paid time away during the otherwise unpaid FMLA leave does **not** extend the 12- or 26-workweek FMLA leave period.

Subject to the Company's disability insurance plan and state law requirements, associates **may elect** to have accrued vacation, sick time, and/or floating holidays, on a pro-rata basis, supplement disability plan income benefits while on FMLA leave (during which an associate is also eligible to receive short-term disability pay). To elect to apply accrued vacation, sick time, and/or floating holidays to supplement disability benefits while on FMLA leave, associates must complete and submit to the Payroll Department a FMLA Request to Apply Accrued Time form.



TIME AWAY

Family Medical Leave (continued)

F. Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a schedule that reduces an associate's usual number of hours per workweek or hours per workday.

1. Leave to care for a newborn or for a newly placed child must be taken all at once and may not be taken intermittently or on a reduced work schedule;
2. Leave due to an associate's own serious health condition, to care for an associate's spouse, child or parent with a serious health condition, or to care for a servicemember relative with a serious injury or illness, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule;
3. Leave because of a "qualifying exigency" (as defined above and in the applicable regulations) may be taken all at once or on an intermittent or reduced work schedule.

If an associate takes leave intermittently or on a reduced work schedule basis for a planned medical treatment for his or her own serious illness, the associate must make a reasonable effort to schedule the treatment so as to accommodate the Company's needs and not disrupt unduly the Company's operations. When an associate takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer the associate to an alternative position with equivalent pay and benefits for which the associate is qualified and which better accommodates recurring periods of leave.

G. FMLA Leave Procedure

1. Associate Requests

An associate should request FMLA leave by contacting the Company's L&A Administrator. Contact information for the L&A Administrator can be obtained from your supervisor, Human Resources, or the Leave of Absence policy information on the Company's internal associate website. Within 5 business days (absent extenuating circumstances) of being made aware of the associate's need for such leave, the Company's L&A Administrator will provide the associate with a Notice of Eligibility and Rights and Responsibilities Form, along with an appropriate Certification Form to complete and submit back to the L&A Administrator so that your request for FMLA leave can be evaluated. (See Section H.)



TIME AWAY

Family Medical Leave (continued)

When leave is foreseeable for childbirth or placement of a child, or for planned medical treatment due to the serious health condition of an associate or family member or due to a covered servicemember's serious injury or illness, the associate must provide the Company with at least 30 days advance notice, or such shorter notice as is practicable (*i.e.*, the same day if the associate becomes aware of the need for leave during work hours or the next business day if the associate becomes aware of the need for leave after work hours). Where the need for leave was foreseeable but the associate failed to provide 30 days advance notice, the associate may be asked to submit an explanation in writing for the omission.

When leave is foreseeable due to a qualifying exigency (in connection with a covered military member being on covered active duty), the associate must provide as much notice as is practicable (*i.e.*, within 1 or 2 business days of learning of the need for the leave), regardless of how far in advance such leave is foreseeable.

When the timing of the leave is *not* foreseeable, the associate must provide the Company with notice of the need for leave *as soon as practicable* (*i.e.*, within 1 or 2 business days of learning of the need for the leave).

An associate must comply with the Company's usual procedures for calling-in and requesting leave (*e.g.*, contacting the L&A Administrator), except when unusual circumstances exist (*e.g.*, when the associate or family member needs emergency medical treatment).

2. Notice of Eligibility and Designation of Leave Procedure

The L&A Administrator will notify the associate requesting leave whether s/he is eligible for FMLA leave (see Notice of Eligibility and Rights and Responsibilities form). If the associate is eligible, the notice will indicate any additional information required and describe the associate's rights and responsibilities. If the associate is not eligible, the L&A Administrator will provide a reason for the ineligibility.

Upon provision of sufficient information, the L&A Administrator will notify the associate that leave has been designated as FMLA leave and the amount of leave to be counted against the associate's leave entitlement (see Designation Notice form). The L&A Administrator will also notify the associate if the leave is not designated as FMLA leave due to insufficient information or a non-qualifying reason. The L&A Administrator *may* provisionally designate the associate's leave, at the outset, as FMLA leave, subject to submission of sufficient information. If the associate has not notified the L&A Administrator of the reason for the leave, and the associate desires that leave be counted as FMLA leave, the associate must notify the L&A Administrator within 2 business days of the associate's return to work that the leave was for an FMLA reason.



TIME AWAY

Family Medical Leave (continued)

H. Required Certifications

An associate will be required to submit a Certification Form from a healthcare provider to support a request for FMLA leave for the associate's or a family member's serious health condition, or for a servicemember relative's serious injury or illness. Similarly, where leave is requested because of exigent circumstances arising from the associate's spouse, son, daughter or parent's being on covered active duty, the associate will need to submit a completed Certification Form. Medical Certification and Exigent Circumstances Forms are available from the L&A Administrator and Human Resources. Associates have **15 days** from receipt to return the Certification Form to the L&A Administrator. It is the associate's obligation to have his/her healthcare provider provide sufficient information for the L&A Administrator to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Following review of the FMLA-leave request by the L&A Administrator, a Designation Notice will be issued and, among other things, will indicate that a Fitness for Duty Certification will be required for the associate's release to work including an assessment of the associate's ability to perform essential job functions with or without a reasonable accommodation.

If the Medical Certification or Exigent Circumstances Leave Form is incomplete, ambiguous, or insufficient, the L&A Administrator will advise the associate in writing as to what additional information is needed and will give the associate additional time (not less than seven calendar days) to complete and return the form. If the associate notifies the L&A Administrator within the 7-day calendar period that, despite diligent, good faith efforts on his/her part, s/he was unable to obtain the additional information, the associate will be afforded a reasonable period of additional time to resubmit the Certification.

1. Recertifications and Updates

The Company (through the L&A Administrator) may require the associate to submit subsequent recertifications depending on the duration stated in the Certification, but not more frequently than every 30 days, except under certain circumstances provided by law.

The Company may also request a recertification every six months in connection with an absence by the associate due to a medical condition (for example, in the event of an intermittent or reduced schedule FMLA leave for a lifetime condition).

During FMLA leave, the associate must provide the Company (through the associate's immediate supervisor or Human Resources) and the L&A Administrator with periodic reports regarding the associate's status and intent to return to work.



TIME AWAY

Family Medical Leave (continued)

If the associate's anticipated return to work date changes and it becomes necessary for the associate to take more or less leave than originally anticipated, the associate must provide the Company (through the associate's immediate supervisor or Human Resources) and the L&A Administrator with reasonable notice (*i.e.*, within 2 business days) of the associate's changed circumstances and new return to work date.

If the associate gives the Company (through the associate's immediate supervisor or Human Resources) notice of the associate's intent *not* to return to work, the associate will be considered to have voluntarily resigned.

2. Contacting Associate's Healthcare Provider

The Company's Human Resources Department or the L&A Administrator may contact an associate's healthcare provider directly to get clarification and authentication of a medical certification. If an associate chooses not to provide the Company with a HIPAA-authorized release allowing the Company to clarify the Certification with his/her healthcare provider, and the associate does not otherwise clarify the Certification, the Employer may deny FMLA leave if the Certification is unclear. In addition, the Company may require the associate to obtain a second opinion by an independent Company-designated provider at the Company's expense. If the initial and second Certifications differ, the Company may, at its expense, require the associate to obtain a third, final and binding Certification from a jointly selected healthcare provider.

The Company reserves the right to obtain other documentation in accordance with law to substantiate an associate's request for leave.

3. Fitness for Duty Certifications

Before the associate returns to work from FMLA leave for the associate's own serious health condition, the associate will be required to submit to Human Resources a fitness for duty certification from the associate's healthcare provider, with respect to the condition for which the leave was taken, stating that the associate is able to resume work and addressing the associate's ability to perform the essential functions of the job with or without a reasonable accommodation.

An associate's failure to comply with the Company's leave policies/procedures, including those related to FMLA leave requests, can result in the delay or denial of the associate's request for leave, including FMLA leave, and may subject the associate to discipline up to and including discharge for an unauthorized absence in conformity with the Company's policies and practices. Failure to provide the Company with the required Fitness for Duty Certification can result in denial of reinstatement until the Certification (if any) is received. If the certification is not received, an unauthorized absence may jeopardize the associate's employment.



TIME AWAY

Family Medical Leave (continued)

I. Maintenance of Health Benefits

During FMLA leave, an associate is entitled to continued group health plan coverage under the same conditions as if the associate had continued to work.

To the extent that an associate's FMLA leave is paid, the associate's portion of health insurance premiums will be deducted from the associate's pay. For the portion of FMLA leave that is unpaid, the associate's portion of health insurance premiums may be:

- paid in accordance with the Company's rules for leave without pay; and/or
- as agreed to by the Company and the associate.

If the associate's payment of health insurance premiums is more than 30 days late, the Company may discontinue health insurance coverage upon notice to the associate.

Except as required by COBRA, the Company's obligation to maintain health benefits *during an FMLA leave* ceases if and when:

1. The employment relationship would have terminated if the associate had not taken FMLA leave; or
2. An associate informs the Company of his/her intent not to return from leave (including before starting the leave if the employer is so informed before the leave starts); or
3. The associate fails to return from leave or continues on leave after exhausting his/her FMLA leave entitlement in the 12-month period.



TIME AWAY

Family Medical Leave (continued)

J. Return from FMLA Leave

Upon return from FMLA leave, the Company will place the associate in the same position the associate held before the leave or an equivalent position with equivalent pay, benefits and other employment terms, subject to the limitations regarding reinstatement listed below.

While the taking of FMLA leave does not result in the loss of any employment benefit accrued prior to the date on which the leave commences, the Company does not allow an associate on FMLA leave to accrue any additional benefits during the leave, subject to any applicable laws. These benefits include time away (such as vacation) accrued under company policy.

1. Limitations on Reinstatement

An associate is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an associate is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the associate would not be employed at the time job restoration is sought.

The Company reserves the right to deny reinstatement to salaried, eligible associates who are among the highest paid 10 percent of the Company's associates employed within 75 miles of the worksite ("key associates") if such denial is necessary to prevent substantial and grievous economic injury to the Company's operations.

2. Need for Reasonable Accommodation Following FMLA Leave

Following the conclusion of an FMLA leave for the associate's serious health condition, if the associate is still prevented from performing the essential functions of his/her position due to what the associate believes is his/her own disability, the associate is encouraged to seek a reasonable accommodation from the Company. To request a reasonable accommodation at the conclusion of an FMLA leave (or at any other time during employment with the Company), associates (and their health care providers, as needed) should notify the L&A Administrator or complete and submit the Reasonable Accommodation Request Forms, which can be obtained from the Policies & Procedures page on Advantage Connects (the Company's associate website), through Human Resources, or by calling the L&A Administrator at 888-459-0794.



TIME AWAY

Family Medical Leave (continued)

K. Failure to Return to Work Following FMLA Leave

If the associate does not return to work following the conclusion of FMLA leave, and does not request a leave extension and/or fails to satisfy the Company's requirements for an extension of leave, the associate will be considered to have voluntarily resigned. The Company may recover health insurance premiums that it paid on behalf of the associate during any unpaid FMLA leave except that the Company's share of such premiums may not be recovered if the associate fails

to return to work because of: (i) the associate's or a family member's serious health condition; (ii) a servicemember relative's serious injury or illness; or (iii) other circumstances beyond the associate's control. In such cases, the Company may require the associate to provide medical Certification of the associate's, or the family member's, serious health condition, or the servicemember relative's serious injury or illness, or of the other circumstances.

Additional Information

For further information or clarification about FMLA leave, please contact Human Resources.



TIME AWAY

Wellness Leave

Purpose

A leave of absence is available to many associates of the Company under the Family Medical Leave Act (or comparable state law) for a variety of covered reasons, such as an associate's own serious health condition or to care for a family member with a serious health condition. However, the Company recognizes that some associates may be ineligible for such leave because they have not met the service and/or hours requirements. We value our associates and recognize their need to balance their work responsibilities and personal circumstances pertaining to their own health or that of their family members, even where associates have not satisfied the FMLA's service or hours requirements (i.e., 12 months of service and 1250 hours of work in the prior 12 months of service). By offering the leave of absence outlined in this policy ("Wellness Leave"), we hope that we are providing associates another means to achieve work-life balance.

These guidelines are not meant to set forth the requirements for any other absence covered under any of the Company's other policies or to modify any other requirements set forth in the Company's policies.

Eligibility Requirements

Associates must satisfy all of the criteria set forth below to be eligible for a leave of absence under this policy.

1. Associate must have completed their initial 90 day introductory period of employment with the Company.
2. Associate must have completed less than 12 months of service with the Company and/or worked less than 1250 hours in the prior 12 months of service with the Company.
3. Associate must first apply with the Company's Third Party Leave Administrator for a leave of absence under the federal Family & Medical Leave Act or comparable state law (collectively, "FMLA") prior to requesting an unpaid Wellness Leave.
 - a. If the associate **is** eligible for FMLA then he/she will not be eligible for Wellness Leave.
 - b. If the associate **is not** eligible for FMLA because he/she has not met the service or hours requirements (e.g., 12 months of service and 1250 hours of work in the prior 12 months of service), the Third Party Leave Administrator will determine whether the associate qualifies for a Wellness Leave under the terms of this policy.
4. Associate must not have exhausted the maximum leave allowance under this policy (i.e., 8 weeks) in the 3 years preceding the start date of the leave (inclusive of any break in service.)



TIME AWAY

Wellness Leave (continued)

QUALIFYING LEAVE REASONS

The reason for the associate's leave must be one of the qualifying reasons summarized below, which will be evaluated by the Company's Third Party Leave Administrator.

- 1. Birth and care of associate's new born within one year of birth, or placement for adoption or foster care of a child with associate within one year of placement;**
- 2. Care of associate's own serious health condition* which makes the associate unable to perform one or more of the essential functions of his or her job.** (See below for definition of "serious health condition".)
- 3. Care of associate's immediate family member (spouse, child, or parent) who has a serious health condition*.**

*For the purposes of this policy, a "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or "continuing treatment" by a healthcare provider for a condition that either prevents the associate from performing the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities.

**The continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive full calendar days combined with: (1) at least two visits to a healthcare provider within 30 days, the first of which must occur within 7 days of the first day of incapacity; (2) or one visit and a regimen of continuing treatment; (3) or incapacity due to pregnancy; (4) or incapacity due to a chronic condition. Other treatments may also meet the definition of continuing treatment.

- 4. Qualifying exigent circumstances arising out of the fact that the associate's spouse, son, daughter or parent is a "covered military member" on "covered active duty"** (a/k/a "qualifying exigency leave"). Qualifying exigent circumstances for the family member of a covered military member on covered active duty include: (1) Short Notice Deployment (limited to seven or less calendar days prior to the date of deployment); (2) Military Events and Related Activities; (3) Childcare and School Activities; (4) Financial and Legal Arrangements; (5) Counseling; (6) Rest and Recuperation (limited to 5 days of leave for each instance of the military member's need for temporary rest and recuperation leave up to a maximum of 12 weeks in a 12-month period); (7) Post-Deployment Activities; and (8) Additional Activities (if agreed upon by the employer and the associate). For additional information on what qualifying exigent circumstances include and whether they apply in your circumstances, please contact the Human Resources Department or the Third Party Leave Administrator.



TIME AWAY

Wellness Leave (continued)

5. **Military caregiver leave** to care for a “covered service member” of the United States Armed Forces (including a member of the National Guard or Reserves) with a “serious injury or illness” if the associate is the spouse, child, parent, or “next of kin” of the covered service member.

NOTE: Phrases such as “serious health condition”, “qualifying exigency”, “next of kin”, “covered service member”, “covered military member”, “serious injury or illness”, and “covered active duty” are terms of art defined in governmental regulations pertaining to the FMLA. This policy is not intended nor does it mirror the FMLA; however, the FMLA and its interpretive regulations are relied upon in defining such terms of art referenced in this policy in the interest of utilizing a consistent and established standard. If you have any questions as to what these terms mean and/or whether they apply in your circumstances, please contact Human Resources or the Third-Party Leave Administrator.

Leave Allowance

1. Associates may be granted a maximum benefit of a total of eight (8) weeks of Wellness Leave in a rolling three (3) year period. (The eight weeks does not have to be taken in the course of a single leave period.)
2. All Wellness Leave time will be tracked and decremented in one (1) work-day increments, to a maximum of 8 weeks¹⁰ and not to exceed 8 weeks in a rolling three year calendar.
3. Wellness Leave will be an unpaid leave of absence, except to the extent the associate is either (a) receiving short-term disability benefits during the leave period; and/or (b) applying accrued but unused vacation time, sick time, and/or floating holidays during the Wellness Leave.
4. At the time that you meet the service requirements to be eligible for leave under the FMLA or a comparable state leave, you will no longer be permitted to apply or take a leave under the Wellness Leave policy.
5. Wellness Leave is not offered on an intermittent or reduced work schedule basis.
6. Wellness Leave will run concurrent with any statutory leaves.

⁸ Wellness Leave time is applied in full workweek increments, up to a maximum of 8 weeks, where a workweek is defined by the Company’s Timekeeping Policy. For example, for both full-time and part-time associates, if you are absent due to an approved Wellness Leave from Monday, August 1 through Wednesday, August 10, two weeks of Wellness Leave will be deducted from the total number of weeks of Wellness Leave available, leaving 6 weeks of Wellness Leave available to take in the rolling 3-year period (subject to the terms of this policy).



TIME AWAY

Wellness Leave (continued)

Benefit Impact

1. Associates on Wellness Leave will not accrue paid vacation during the unpaid leave period.
2. Company holidays are not paid during a Wellness Leave.
3. If an associate has accrued paid vacation, sick time, and/or floating holidays, he/she must apply any such paid time at the start of a Wellness Leave until all such paid time is exhausted. To the extent an associate is receiving short-term disability payments, accrued paid time off will be applied only to the unpaid portion of the Wellness Leave.
4. Any health benefits in which the associate is participating will remain in effect as they were prior to the start of a Wellness Leave and the associate will be responsible for paying or reimbursing the company for his/her portion of the premium(s) while on a leave of absence. (See Advantage Benefits Wrap-Around Plan Document and Summary Plan for more information).

Employment Status

1. If an associate is granted a Wellness Leave for any length of time up to the 8-week maximum and he/she does not return to work at the end of the approved leave, he/she will be considered to have voluntarily resigned from the Company, subject to applicable law.
2. Upon return from Wellness leave (but no later than the first business day after the last day of the approved leave period), the Company will place the associate in the same position the associate held before the leave or an equivalent position with equivalent pay, benefits and other employment terms and conditions.
 - a. An associate is entitled to reinstatement only if he/she would have continued to be employed had Wellness leave not been taken. Thus, an associate is not entitled to reinstatement if, because of a layoff, reduction in force or other legitimate business reason, the associate would not be employed at the time job restoration is sought.

Leave Request Process

1. The associate must apply for a leave with the Company's Third Party Leave Administrator and complete and submit (and/or have his/her health care provider complete and submit) all required paperwork.
2. The Third Party Leave Administer will determine the associate's leave eligibility based on applicable law and Company policies.
3. The Company's Third Party Leave Administrator will communicate its decision to the associate and the appropriate Company Leave Administrator.



TIME AWAY

Bereavement Leave

Associates may experience the need to take time off due to the death of an immediate family member. Associates who wish to take time off due to these circumstances should notify their supervisor immediately of their bereavement request.

The Company defines “immediate family” as the associate’s spouse, ex-spouse, children, stepchildren, grandchildren, parents, parents-in-law, step-parents, step-parents-in-law, grandparents, grandparents-in-law, siblings, siblings-in-law and legally recognized/registered domestic partners. However, the company recognizes an associate may also experience a loss of a person not covered under the definition of immediate family member, and may grant the associate bereavement leave for such loss with VP approval.

The Company will provide up to three (3) days of paid bereavement leave to regular full-time associates, subject to applicable law.

If additional time is needed, associates may, with their supervisor’s approval, use any available accrued vacation hours for additional time off as necessary.

Bereavement leave is not paid during paid or unpaid leaves of absence (including, but not limited to, short-term disability or family and medical leave) subject to applicable law.

Bereavement pay is calculated based on the associate’s base pay rate at the time of absence.



TIME AWAY

Military Leave

A military leave of absence will be granted to associates who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, associates may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the associate is otherwise eligible.

Vacation hours will only accrue during a military leave of absence as required by law. Associates on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Associates on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Associates returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact Human Resources for more information or questions about military leave.



TIME AWAY

Jury Duty

The Company encourages associates to fulfill their civic responsibilities by serving jury duty when required. After one-year service, the Company will grant paid time off for jury duty service to all full-time regular associates for a maximum of 10 consecutive working days per calendar year at their regular base pay rate, subject to applicable law. Temporary and part-time associates are not eligible to receive paid time off for jury duty service, subject to applicable law.

Associates must give the Company reasonable advance notice of their obligation to serve. Furthermore, it is the responsibility of the associate to submit written documentation showing his/her jury duty attendance to the associate's supervisor after completion of each jury duty service date.

The associate should continue to report for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with his/her work schedule.

Witness Duty

The Company encourages associates to appear in court for witness duty when subpoenaed to do so.

If associates have been subpoenaed or otherwise requested to testify as witnesses by the Company, they will receive paid time off for the entire period of witness duty.

Associates will be granted unpaid time off to appear in court as a witness when requested by a party other than the Company. Associates are free to use any available paid leave benefit (such as accrued vacation hours) to receive compensation for the period of this absence.

The subpoena should be shown to the associate's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the associate's absence. The associate is expected to report for work whenever the court schedule permits.



TIME AWAY

Parental Leave for School Visits

The Company recognizes the value of parental involvement in children's education. For this reason, the Company provides associates who are parents, guardians, or custodians of children in licensed day care facilities or kindergarten through grade 12 unpaid time off for the purpose of school visits. Parental leave for school visits allows associates to participate in activities sponsored, approved, or supervised by the school or daycare such as parent/teacher conferences or field trips.

Associates may request parental leave for school visits within any calendar year. There is no set limit to the number of unpaid hours an eligible associate can take off work for required school conferences involving the possible suspension or expulsion of a child from school. Associates must provide their immediate supervisors reasonable advance notice of the need for parental leave for school visits. Upon return from the leave, associates must provide documentation to their supervisor from the school verifying the date and time of the visit. Contact Human Resources for more information or questions about and requests for parental leave for school visits.

Time Off to Vote

The Company encourages associates to fulfill their civic responsibilities by participating in elections. Generally, associates are able to find time to vote either before or after their regular work schedule. If associates are unable to vote in an election during their non-working hours, The Company will grant up to two (2) hours of paid time off to vote, subject to applicable law.

Associates should request time off to vote from their supervisor at least two (2) working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

Associates must submit a voter's receipt to their supervisor on the first working day following the election to qualify for paid time off.



TIME AWAY

Occupational Injury and Illness

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

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

Occupational accidents, injuries and/or illnesses, no matter how minor, must be reported by the associate to the Company within 24 hours through the Company's Workers' Compensation Department by calling 1-888-900-4276. In addition, within 72 hours of the reported injury or illness, the associate's supervisor must promptly complete an "Incident Investigation Report Form", located on the Company's internal associate website.

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

The Company is committed to working together with its associates to enable those who have incurred a workplace injury or illness to return to work in their pre-injury/illness position. Subject to business needs, applicable law, and any restrictions the associate may have, the Company may place an associate in an alternative position upon his/her return to work. If an associate is unable to perform his/her pre-injury/illness job or an alternative job, with or without an accommodation, the associate's employment may be subject to separation, as permitted by law. Associates who believe they may need an accommodation to perform their job duties following a workplace injury/illness are also encouraged to review the Company's Reasonable Accommodation Policy and/or contact the Company's Accommodation Administrator at 888-459-0794 to learn more about the process for requesting a reasonable accommodation and to submit such as request for review by the Company as appropriate.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Associate Conduct and Work Rules Policy

Like any business, the Company is committed to operating and maintaining a work environment built on professionalism, respect, and safety. The nature of the Company's business makes this a particularly important objective. Accordingly, associates are expected to treat one another; as well as clients, customers, and vendors (including their associates) (collectively "Business Partners"); and members of the public with respect and integrity; and to exercise sound judgment and professionalism in carrying out their job responsibilities and otherwise representing the Company, its clients, and customers. Work rules are generally intended to apply to associate conduct during working time, at business or work-related events, while representing the company, and when on company or Business Partner property. However, there may be occasions where conduct outside of the workplace is determined by the Company to be job-related and to impact an associate's ability to effectively perform his/her job duties or represent the Company, its clients, and customers; in those instances, the Company reserves the right to consider such conduct unacceptable under company policy.

Although there are different levels of discipline at our Company, discipline may begin at any step and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the associate's work and disciplinary record. However, associates are reminded that employment with the Company is at-will. Accordingly, the Company reserves the right to take any type of disciplinary action, up to and including termination, at any time with or without notice or cause as deemed appropriate by the Company. Notwithstanding, when the Company determines it is necessary to take some form of disciplinary action, the Company is committed to doing so in a manner that is fair and intended to effectively address the performance and/or conduct issue, while also consistent with the Company's business interests.

It is not practical to provide an exhaustive list of situations that would be considered unacceptable conduct. However, the list below is intended to provide examples of some, but not all, forms of unacceptable conduct and to serve as a guideline for associates to help them understand Company expectations as it relates to professional and acceptable work-related conduct. The list does not, however, restate expectations stated elsewhere within the Company's policies. Accordingly, associates are reminded to familiarize themselves with all Company policies (including the Code of Business Conduct and Ethics) to ensure they clearly understand and comply with the organization's expectations for them as associates. As always, associates should raise questions regarding Company policies, standards, values and expectations using the various channels of the Company's Open Door Policy.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Associate Conduct and Work Rules Policy (continued)

Following are examples of unacceptable conduct (subject to applicable law):

- Falsification of or providing misleading information in Company or Business Partner records
- Theft or unauthorized removal, use, possession, or distribution of Company or Business Partner property (including without limitation equipment, supplies, technology, and software) or the property of its or their associates or visitors
- Negligence, failure to take reasonable steps to safeguard, or intentional conduct leading to loss or damage of Company or Business Partner owned property.
- Performing another associate's job duties or allowing another individual to perform one's own job duties (except as a Company authorized reasonable accommodation or as directed by management)
- Failure to cooperate promptly and honestly in a legitimate and lawful workplace inquiry or investigation. (For avoidance of doubt, associates are only expected to provide truthful and accurate information during a workplace inquiry or investigation.)
- Retaliation against an individual for reporting a good faith complaint about the Company or employment with the Company; for truthfully participating in a workplace inquiry or investigation conducted by or on behalf of the Company or a government agency/entity, or for exercising one's rights under Company policy or law
- Fighting on Company or Business Partner property at any time, or fighting at any location on Company time
- Abusive, threatening, coercive, or demeaning verbal, physical or visual conduct towards an associate, Business Partner, visitor, or member of the public
- Any type of "bullying" or malicious behavior towards an associate, Business Partner, visitor, or member of the public
- Making vulgar, obscene, threatening, intimidating, or harassing statements about the Company, its associates, or Business Partners



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Associate Conduct and Work Rules Policy (continued)

- Filming, videotaping, or otherwise recording work-related activities which discloses or displays (a) Company proprietary information or client/customer information (such as marketing plans, business strategies, client/customer lists, pricing information, product and services information, research and development activities, and company financials information, and any other trade secrets or other proprietary information relating to products, services, processes, know-how, designs, formulas, computer programs, technologies, systems, and databases) without authorization of the relevant divisional leader; or (b) Company associates or confidential Company associate information (such as medical information, date of birth, social security number, and other personally identifiable information) without express written authorization of the associate(s); or (2) publication of any such information without the applicable authorization.
- Violation of health or safety rules
- Smoking in prohibited areas
- Possession of dangerous or unauthorized materials, such as explosives, weapons or firearms on Company or Business Partner premises
- Gambling on Company or Business Partner premises, or at any location on Company time.
- Failure to effectively notify one's supervisor (or appropriate management team member if one's supervisor is not available) of one's inability to meet performance expectations
- Failure to promptly reply to business-related inquiries received from one's supervisor or other management team member; support departments (such as the HR, IT, Strategic Sourcing, Finance, and Legal Departments); or Business Partners in the manner requested. (A prompt reply is within one workday of message delivery, unless there is an expressed need for a more urgent reply or a later reply is considered acceptable.)
- Deliberate disregard for or failure to carry out legitimate and lawful work assignments and instructions
- Misuse or abuse of Company time
- Failure to adhere to legitimate and lawful client/customer business requirements which apply to an associate while he/she is performing services for a client/customer in connection with his/her employment with the Company



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Associate Conduct and Work Rules Policy (continued)

- Associate's being unauthorized by assigned client/customer to perform services for the client/customer; or associate's failure to notify the Company of any such client/customer restriction.
- Violation of Company policies and work rules including, without limitation, those set forth on the Company intranet site where Company Policies (such as the Associate Handbook and the Code of Business Conduct and Ethics) can be found; and team-specific policies. (For avoidance of doubt, where a team-specific policy and Company-policy appear to conflict and cannot be reconciled, Company policy will govern an associate's employment.)
- Unsatisfactory performance (including without limitation failure to satisfy the job duties set forth in one's job description or as otherwise communicated by one's supervisor or management)
- Having been convicted of, or pleaded guilty or no contest or nolo contendere to, any job-related criminal offense (which shall be determined by a variety of factors including, without limitation, nature and gravity of the offense; time since conviction or completion of sentence/plea; and nature of one's position); or failure to notify the Company of any such conviction or plea
- Other job-related conduct reasonably determined by the Company to be unacceptable, unprofessional, a reflection of poor judgment, or unlawful

This policy is not intended to nor should it be construed to limit an associate's ability to provide constructive feedback about or discuss his/her workplace or working conditions or to decline to follow an instruction believed in good faith to be contrary to Company policy or applicable law. However, if an associate has work-related concerns or reason to question the propriety of a work-related instruction, the associate is expected to promptly report his/her concerns to his/her management team, Human Resources, or the Company's Ethics Line so the concerns can be promptly reviewed and addressed as appropriate. Further, associates are always encouraged to use the Company's Open Door Policy to raise concerns about their workplace or work environment.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Background Check Policy

The Company reserves the right to conduct job-related pre-employment or post-hire background checks for reasons including, but not limited to, the nature of the applicant/associate's job responsibilities and business and legal requirements. Background checks will be conducted in accordance with applicable law, including but not limited to any disclosure and authorization requirements; and information obtained from the background check process will be evaluated on an individualized, job-related basis and used only as needed for legitimate business purposes.

TYPES OF BACKGROUND CHECKS

Following are examples of the type of information the Company may collect (either directly or through an authorized third-party vendor) when the information is deemed to be job related or legally required.

- Social security number verification
- Employment verification
- Criminal history
- Personal references
- Professional references
- Education verification
- Motor vehicle records
- Credit history
- Debarment

Although not an exclusive list, background checks may be obtained under the following circumstances:

- Pre-employment based on job duties (including but not limited to client, customer, or other third-party requirements);
- Post-hire based on employment changes (including but not limited to changes in company policy, position, job responsibilities, and/or client/customer requirements)
- Post-hire reasonable suspicion (arising out of circumstances which lead the Company to believe that the individual poses a risk to the safety or security of the Company; its associates, clients or customers; or the public; including but not limited to reported acts of violence or theft)
- Post-hire follow up (such as where employment or continuing employment was conditioned on resolution of job-related matters still pending when the background check was conducted)

IMPACT OF BACKGROUND CHECKS

Pre-Employment Checks. If the Company determines that an applicant or associate (if already hired) has not satisfied the background check requirements specific to his/her application/position, the individual's offer of employment will be withdrawn or employment will be terminated (if already hired). (Individuals may still be eligible for other positions, depending on variety of factors, and are welcome to apply for position for which they believe they may be qualified. Please see the next section for additional details.)



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Background Check Policy (continued)

Post-Hire Checks. If an associate is required to submit to a post-hire background check, an unsatisfactory background check, as determined by the requirements of the relevant position, will result in the associate not being eligible for his/her existing position (if the check was conducted in connection with the current position) or new position (if the check was conducted in connection with a new role). In addition, the associate whose background check results are unsatisfactory may also be ineligible for continuing employment with the Company, even if the associate voluntarily submitted to the background check. Ineligibility for ongoing employment will depend on a variety of factors. For example, if the results disqualified the associate from another position, the job-relatedness of the background check results to the associate's current position would be taken into account by the company; if the results disqualified the associate from his/her current position, the job-relatedness of the background check results to any available alternative positions would likewise be considered by the company.

Eligibility for Re-Application/Future Hire. Where a background check results in an individual not being eligible for employment or continuing employment, the individual may apply and be reconsidered for future employment; provided that an individual must wait at least six (6) months from his/her prior application/employment determination date to be considered for the same position or positions with comparable job duties and requirements. (If an individual submits an application within the six month period where he/she is not eligible to do so for the reasons stated above, the Company reserves the right to not consider or decline the candidate's application or to withdraw an offer already extended or terminate employment (if already hired) for those reasons.) Further, individuals are reminded that a future background check may result in the individual's ineligibility for other, future positions based on the job-related criteria and individualized assessment discussed in this policy.

To the extent an associate is terminated for reasons in addition to the background check results, including but not limited to workplace misconduct, he/she may be ineligible for rehire by the Company.

Leave of Absence During Review. Subject to applicable law, an associate may be placed on a non-disciplinary, administrative leave of absence (with or without pay at the Company's discretion), until appropriate action, up to and including termination of employment, is determined by the Company.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Background Check Policy (continued)

BACKGROUND CHECK AUTHORIZATION

Seeking Authorization. If and as required by law, the Company will obtain written authorization from an applicant or associate (if already hired) and provide any appropriate documentation prior to conducting a background check. Applicants are required to review and sign a background check authorization form upon hire, authorizing background screenings to be conducted by third-parties and the resulting reports ("Consumer Reports") to be released to an authorized representative of the Company, any time prior to or during employment with the Company. Existing associates (if already hired) may similarly be asked to sign a background check authorization form.

Refusal to Authorize. Individuals may refuse to complete or sign a background check authorization form. However, as permitted by law, an applicant or associate who refuses to complete or sign a background check authorization form required as a condition of employment will not be eligible for employment or continuing employment, as applicable. The Company may, in its discretion, provide an existing associate the opportunity to seek an alternative position if he/she refuses to complete and sign an authorization form (such as where his/her current position, job duties, or requirements are being modified). In that case, continuing employment will be contingent on the associate's timely receiving and accepting an offer for an alternative position for which he/she has met all employment conditions.

Where an existing associate is voluntarily seeking placement in a new or additional position which is conditioned on a satisfactory screening result, the associate's refusal to complete or sign a consent form will make him/her ineligible for the new/additional position he/she is seeking; but the associate may remain in his/her current position if it is still available.

CRIMINAL BACKGROUND CHECKS

Scope of Inquiry. The Company will inquire only about convictions and guilty, no contest, and nolo contendere pleas (subject to applicable law). Unless expressly required by law, the Company will not inquire about arrests which did not result in a conviction; a criminal charge which was erased, dismissed, or nulled; a conviction which has been expunged, sealed, statutorily eradicated, impounded by the Court; or absolutely pardoned; anything pertaining to a juvenile record; or other matters which may not be considered by an employer in determining employment eligibility as a matter of law.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Background Check Policy (continued)

Review of Criminal History. A criminal conviction or plea is not an absolute bar to employment, but the information provided may be considered by the Company in its employment decisions as permitted by law. Various factors may be considered in determining the impact of a criminal conviction or plea on one's eligibility for new or continuing employment including but not limited to: nature of the job or job sought and relevance of the offense to the specific position; nature and gravity of the offense; number of offenses; time that has passed since the conviction and/or completion of the sentence or plea; any relevant evidence regarding rehabilitation; whether hiring the applicant or continuing employment (if already hired) would pose an unreasonable risk to the business ; and any other relevant information, including information submitted by the candidate. Depending on the job or job sought and by way of example only, job related offenses may include, without limitation, those pertaining to violence, theft, dishonesty, drugs, offenses related to minors, sexual related offenses, and traffic offenses.

Notification and Dispute Process. If information received in a criminal history background check may, in whole or in part, adversely affect an individual's eligibility for employment or ongoing employment (if already hired) with the Company, the individual will be notified that his/her employment eligibility may be adversely affected and provided a copy of the background check report received by the Company. (The Company will also provide any other information if and as required by law including, but not limited to, a copy of the Company's Background Check policy and the process for disputing the report and/or correcting one's criminal record).

The associate is entitled to directly provide the Company any additional information and/or explanation which the individual believes may be relevant to the Company's decision-making process, which the Company will then review and take into account in making the particular employment eligibility determination. In addition, the individual has the right to dispute the accuracy or completeness of any information contained in a criminal history report obtained from a third-party, a Consumer Reporting Agency (CRA), by contacting the CRA. The Company will provide the individual in writing a specific time frame to complete such disputes with the CRA. The CRA does not participate in any employment decision by the Company and will be unable to provide an individual with specific reasons as to why the Company may choose to take an adverse employment action.

If the individual does not, within the time frame provided, (i) satisfactorily explain his/her criminal history record, or (ii) effectively dispute the accuracy or completeness of the record provided by a third-party in a manner that results in a satisfactory background check, the Company will proceed with the proposed adverse employment decision (including, but not limited, to a decision to not hire or to terminate).



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Background Check Policy (continued)

FALSIFICATION, MISREPRESENTATION, AND OMISSIONS

The Company reserves the right to withdraw any offer of employment or terminate employment (if already hired) upon concluding that an applicant or associate has engaged in falsification, misrepresentation, or omission of any material, job-related fact in an employment application; resume; verbal statements; or other information, materials, documents, or communications provided in connection with one's application for employment or employment, regardless of when the discovery is made.

CONFIDENTIALITY

Information obtained through a background check shall be maintained in a separate, confidential file and retained in accordance with the Company's document retention procedures and applicable law.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy

The Company is committed to safeguarding the health of its associates and to providing a safe place for its associates to work. Therefore, it is the policy of the Company to provide a work environment which is free from the use, manufacture, dispensation, sale, possession or distribution of Illegal Drugs (as defined herein) or the improper use, sale, or distribution of legal drugs or alcohol on the Company's premises. It is also the policy of the Company to require all associates to perform their job duties, either on or off the Company's premises, without the presence of Illegal Drugs or inappropriate legal drugs in their systems and to prohibit unauthorized alcohol consumption.

Associates are required to abide by the terms of this policy. Consequently, under this policy, any associate who is found, while on the Company's premises or while engaged in the performance of one's job duties (on or off the Company's premises) to use, be under the influence of, sell, possess or distribute Illegal Drugs (as defined below); to improperly use, sell, distribute, or be under the influence of legal drugs or alcohol; or otherwise to have violated this policy will be subject to disciplinary action, up to and including immediate termination of employment.

ILLEGAL DRUGS

For the purposes of this policy, "Illegal Drugs" include substances which are illegal under any applicable law and capable of creating or maintaining adverse effects on one's physical, emotional or mental state; as well as prescription medication not prescribed for the associate's own current personal treatment by a licensed medical professional to address a specific physical, emotional or mental condition.

Any associate who is convicted of violating a criminal drug statute in the workplace must notify the Company in writing within five calendar days of conviction. Any associate so convicted will be subject to disciplinary action, up to and including termination of employment, subject to applicable law.

PRESCRIPTION DRUGS AND OVER THE COUNTER MEDICINE

An associate's use of certain prescription drugs or over the counter medicine can pose a significant risk to the safety of the associate and of others. It is the associate's responsibility to determine, with his or her physician, whether the prescribed drug or over the counter medicine is likely to impair his or her ability to safely and adequately perform his or her job. Associates must notify their supervisors or Human Resources if they reasonably believe their ability to safely and adequately perform their job is impaired, including as the result of their use of medically authorized drugs or over the counter medicines. In such instances, associates may be required to undergo a medical examination to determine their fitness for duty or to provide Human Resources with medical documentation certifying their fitness for duty, subject to applicable law. Such associates may also be eligible for a leave of absence or other reasonable accommodation and are encouraged to review the Company's leave and reasonable accommodation policies on the Company's internal associate website and/or to contact the Company's Leave Administrator or Human Resources for additional details.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy (continued)

ALCOHOL

Alcoholic beverages may only be used at Company-sponsored functions if expressly authorized by a manager of the Company. On occasions where the use of alcohol is approved as provided above, consumption of alcohol must not impair or otherwise interfere with an associate's ability to (i) exercise good judgment, (ii) comply with Company policies, or (iii) otherwise perform one's duties and other responsibilities in a safe, effective, and appropriate manner. Except as otherwise stated in this policy, alcoholic beverages may not be used during working hours or on Company premises. Further, this policy is not intended to be nor should it be construed as permission to operate a motor vehicle under the influence of alcohol.

TESTING

What the Company tests for?

The Company may test for Alcohol and one or more of the following "Illegal Drugs": Amphetamines (including Methamphetamine, "Crystal Meth"), Cannabinoids (including THC, Marijuana), Cocaine, Opioids (including Codeine, Morphine, Heroin, Oxycodone, Vicodin), Phencyclidine (PCP), Barbiturates, Benzodiazepines, Propoxyphene, Methaqualone, and Methadone. Should other tests be required, individuals subject to such testing will be notified in advance.

How testing is conducted?

Testing will be conducted by third-party laboratories using trained personnel authorized to collect samples and perform tests under applicable state law. Sample collection will be done in a private setting. Any time spent in connection with the drug or alcohol testing procedure will be considered time worked for associates. Testing will be performed in accordance with applicable legal standards and methods. Some prescription and non-prescription medications may cause a positive test result. Subject to applicable law, associates and applicants may consult with the assigned Medical Review Officer ("MRO") for technical information regarding prescription or non-prescription medication (including their potential impact on drug testing results). If required by state law, a MRO will receive and review the test results.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy (continued)

Types of testing.

The Company has adopted a policy of drug and alcohol testing under the following circumstances, subject to the limitations and requirements of applicable law: (i) pre-employment testing as mandated by the Company's contractual obligations to clients/customers or as otherwise deemed appropriate by the Company based on the job duties of a given position; (ii) testing of associates upon reasonable suspicion; and (iii) follow up testing of associates who have previously tested positive if the associate remains employed. If an applicant's or associate's initial test result is positive, a confirming test will be performed, as required by applicable law. The Company may also conduct additional drug testing of associates (including post-hire testing) where permitted by applicable law.

Pre-Employment. Any offer of employment for a position which requires an associate to have satisfied a drug test is conditioned upon the individual's having taken and passed a drug test. (This pre-employment requirement applies to applicants newly seeking employment with the Company, as well as existing associates seeking placement into a new or additional position [apart from their current position], which requires associates holding the position to have satisfied a drug screening.) An applicant whose drug test results are positive for the presence of Illegal Drugs (as defined herein) will not be hired, subject to applicable law. To the extent an existing associate tests positive for the presence of Illegal Drugs in connection with his/her seeking placement in a new or additional position, the associate will not be eligible for the new/additional position; he/she may also be terminated from the Company (including from his/her existing position(s)), if and as permitted by law. An individual whose drug test results are positive may apply and be reconsidered for employment (in connection with a separate position and application process) six (6) months later.

Post-Hire. If permitted by law, associates may be required to satisfy a drug test during the course of their employment based on a change in job responsibilities or a change in client or customer requirements. An associate whose post-hire drug test results are positive for the presence of Illegal Drugs (as defined herein) may be subject to termination of employment, subject to applicable law; however, he/she may be reconsidered for employment (in connection with a separate position and application process) six (6) months later.

Reasonable Suspicion. If an associate exhibits behavior or performance problems or other evidence which the Company reasonably believes indicates the associate is under the influence of Illegal Drugs or alcohol or has improperly used legal drugs or alcohol, the associate may be required to submit to and pass a drug or alcohol test as a condition of continued employment.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy (continued)

Follow-up Testing. If an associate has been found to have engaged in the use, sale, possession or distribution of Illegal Drugs during one's employment; or the improper use, distribution, or sale of legal drugs or alcohol while on Company's premises or while engaged in the performance of one's job duties, the associate may be required to submit to and pass further drug or alcohol testing as a condition of continued employment. Notwithstanding the occurrence or results of any such testing, such conduct may be independent grounds for disciplinary action, up to and including termination of employment.

Authorizing testing.

Applicants and associates are required to sign a consent form authorizing their test results to be released to an authorized representative of the Company. An applicant or associate's failure to sign and return the consent form will be considered by the Company to be a refusal to sign the form.

Applicants may refuse to submit to pre-employment testing; however, any applicant who refuses to sign a consent form or to be tested will not be hired into a position which requires a satisfactory drug testing result as a condition of employment. Where an existing associate is seeking placement into a new or additional position which requires a satisfactory drug test result as a condition of employment in that position, the associate's refusal to sign a consent form or refusal to be tested will make him/her ineligible for the position he/she is seeking.

With respect to testing other than pre-employment testing, associates may also refuse to be tested; however, any associate who refuses to sign a consent form or to be tested, or who tests positive will be placed on leave, with or without pay at the sole discretion of the Company (subject to applicable law), until appropriate disciplinary action, up to and including termination of employment, is determined; or, if required by state law, pending completion of treatment if an offer or an opportunity for treatment is accepted following an associate's first positive test.

POSITIVE TESTS

Within five (5) working days after receipt of a positive confirmation test result from the laboratory (or as otherwise required by law), the Company will inform the associate or job applicant in writing of the positive test result, the consequences of the results, and the options available to the associate or applicant.

Applicants and/or associates who test positive may request copies of the testing records and report (if it has not already been provided) and may request a retest at an independent laboratory.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy (continued)

If a retest within the timeframe designated for contesting a positive result yields a negative result, an applicant will be instated and an associate will be reinstated with back pay (assuming all other employment eligibility criteria are met.) If the retest confirms the positive test, the cost of the retest will be borne by the applicant or associate subject to applicable law; and the applicant or associate will be deemed ineligible for employment (subject to applicable law) for the given position and for the subsequent sixth month period referenced above.

Applicants and associates who test (or retest) positive will be given an opportunity to explain in confidence or challenge the positive test to a MRO (provided by the third-party laboratory or the Company). Associates may provide to the MRO information concerning prescription and over the counter medications they are taking that may have affected the test.

If an applicant or associate provides an explanation to the MRO, in response to a positive test result, which is unsatisfactory, the applicant or associate will be deemed ineligible for employment (subject to applicable law) for the given position and for the subsequent sixth month period referenced above. If a satisfactory explanation is provided to the MRO, an applicant will be instated and an associate will be reinstated with back pay (assuming all other employment eligibility criteria are met).

Intentionally diluting, substituting or adulterating a sample will result in an applicant/associate being ineligible for employment.

DILUTE RESULTS

Barring a determination that a sample was intentionally diluted, a dilute result will be treated as outlined below.

A positive dilute result will be considered a positive result, and the applicant/associate will be deemed ineligible for employment in the position they were seeking/held.

If an applicant or associate test result is a negative dilute result, the individual may request copies of the testing records and report (if it has not already been provided). The Company will request a retest at an independent laboratory. If the retest is completed within the timeframe designated and confirms a negative dilute, this will be treated as a negative test result. In such cases, the applicant will be instated and an associate will be reinstated with back pay (assuming all other employment eligibility criteria are met.) However, if the individual refuses to retest or the retest is not completed within the timeframe designated, the applicant/associate will not be eligible for employment and the cost of any retest will be borne by the associate, subject to applicable law. If the results of the retest are positive or positive dilute following a negative dilute result; the result will be deemed a positive result and the applicant/associate will bear the cost of the rest and will not be eligible for employment, unless a satisfactory explanation for the positive result is provided to the MRO.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Drug and Alcohol Use and Testing Policy (continued)

REHABILITATION

The Company encourages associates to address problems related to Illegal Drugs and the improper use of legal drugs and alcohol, including use of the Company's Life Assistance Program, which is available to associates of the Company and their family members. Any associate who believes he/she needs assistance in managing a drug and/or alcohol problem is urged to seek professional counseling for an assessment and, if appropriate, to enter a treatment program. The cost of professional counseling, treatment and/or rehabilitation programs for drug and alcohol problems may be a covered benefit under the health care insurance offered to the Company's associates. Any cost not covered by associate-elected health care insurance is the associate's responsibility. Further, a leave of absence or other accommodation to undergo such treatment may be available to an associate, depending on the circumstances, in accordance with applicable law and Company policy.

Associates who test positive for the first time may be offered an opportunity to seek treatment in lieu of discipline, if required by state law. In addition to disciplinary action arising from the use, sale, possession or distribution of Illegal Drugs or the improper use, sale, or distribution of legal drugs or alcohol, and as a condition of continued employment, an associate may be required, at the sole discretion of the Company, to participate in a drug and/or alcohol counseling, treatment and/or rehabilitation program.

Further, as a condition of continuing employment, the associate may be required to participate in follow-up care as part of a comprehensive drug and/or alcohol counseling, treatment and/or rehabilitation program, as well as to submit to random drug or alcohol tests for a period of time to be determined by the Company, as permitted by law.

CONFIDENTIALITY

Test results, information related to the test, and any medical documentation pertaining to a fitness for duty examination or certification will be kept confidential and will be used or disclosed only as permitted by applicable law.

APPLICABLE LAW

To the extent state or local law is more generous than the Company's policy on drug and alcohol testing appears to be, the Company will adhere to the requirements of applicable law¹¹.

¹¹ This policy is adopted in accordance with the laws of the states in which the Company has associate's, including: Arkansas Code Sections 11-14-101 to 11-14-112; Florida Statutes Sections 440.101 and 440.102; Tennessee Code Annotated 50-9-101 to 50-9-114.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Attendance Policy

General Policy Statement:

It is a requirement of each job at the Company that an associate report to work punctually and work all scheduled or assigned projects or work time, including any required overtime. The Company expects each associate to assume responsibility for his/her attendance and promptness, as well as timely and effective communication with the Company in the event one's attendance (as assigned or expected) is not possible.

Recognizing that illnesses, injuries, and other personal needs may arise, the Company offers various time away benefits, leaves of absence, and accommodations for eligible associates to enable associates to be absent with authorization for qualifying events. If an associate believes he/she may need time off, a leave of absence, or reasonable accommodation, he/she is strongly encouraged to review the Company's policies; contact Human Resources; and complete the steps necessary to request time off, a leave of absence, or other work schedule accommodation so that the Company can review the request (and related documentation) and determine and communicate eligibility.

Attendance Expectations:

Having provided for various types of authorized absences, it is important to remember that unauthorized absences; excessive or chronic tardiness or early departures; abuse of the Company policies that provide for authorized absences; failure to communicate with the Company regarding one's absence, tardiness, or early departure; and job abandonment can negatively impact the organization and other associates, and accordingly may lead to disciplinary action up to and including immediate termination, subject to Company policy and applicable law.

Unauthorized Absence. An absence is an associate's failure to be present at work at his/her assigned location during the hours he or she is expected, required, and/or scheduled to work pursuant to the associate's work period, shift or assignment. An absence that is not authorized under the Company's Time Away policies, or which occurs prior to an associate's accruing or after an associate has exhausted applicable accrued time away constitutes unacceptable conduct under Company policy.

Excessive or Chronic Tardiness or Early Departures. Tardiness is an associate's failure to be present at his/her assigned location at the start of his/her required and/or scheduled work period, shift, or assignment. An Early Departure is an associate's failure to be present at his/her assigned location at the end of his/her required and/or scheduled work period, shift, or assignment. Regardless of an associate's having accrued time away available to use, excessive or chronic tardiness or early departures constitute unacceptable conduct under Company policy.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Attendance Policy (continued)

Abuse of Policy. The Company may make a good faith determination that absences, tardiness, and early departures constitute an abuse of policy (such as repeated or excessive unplanned absences one or more days before or after a company holiday or weekend). The Company reserves the right to request a statement from a health care provider or other applicable certification or to require examination by a Company-designated health care provider when the Company has a good faith belief that an associate may be abusing Company policy, which constitutes unacceptable conduct under Company policy.

Notification and Communication Expectations. Associates are expected to request time off with as much advance notice as possible and pursuant to Company policy. Should you unexpectedly be unable to work as scheduled or expected, you must notify your supervisor or his/her manager (if your supervisor is unavailable) at least one (1) hour prior to the start of your required and/or scheduled work period, shift, or assignment on each day of your absence.

In the event of an unplanned absence, untimely notification to the Company of your absence from work per the expectation above (i.e., one hour advance notice) will be considered a "Communication Failure". A response to an inquiry from your supervisor or the Company regarding your unauthorized absence, where your response is either untimely or contrary to the supervisor's or Company's legitimate and lawful instruction, is also considered a "Communication Failure". (An untimely response to a call or e-mail from your supervisor or other Company representative is one made more than 24 hours of delivery of phone call, voice mail, e-mail, or letter unless the supervisor or Company's communication specifically indicates the need for a more urgent reply or that a later reply is acceptable.)

The Company shall regard a Communication Failure as unacceptable conduct under Company policy.

Job Abandonment. "Job Abandonment" is where an associate fails to report to work without requisite notice and, within 24 hours of the associate's scheduled start time, fails to communicate with his/her supervisor or the supervisor's manager (if the associate's supervisor is not available) regarding the failure to report to work and fails to respond to any call or other effective communication method from the Company inquiring as to the failure to report to work¹².

¹² Whenever possible, the Company will make a reasonable attempt to reach an associate at his/her contact information on record with the Company to determine the status of the associate's absence and intention to return to work; however, the Company is not obligated to do so. At all times each associate bears the responsibility of properly and timely notifying the



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Attendance Policy (continued)

In the event of a Job Abandonment, the Company will consider the associate to have voluntarily resigned his/her employment with the Company, and the associate will be separated accordingly. However, because Job Abandonment constitutes unacceptable conduct under Company policy, the associate will not be eligible for rehire.

To the extent an associate contacts the Company after the 24-hour period noted above and explains circumstances beyond his/her control (including providing available supporting documentation) that resulted in his/her failure to provide adequate notification (such as hospitalization or natural disaster), the Company may consider this information in evaluating whether the associate is eligible for rehire immediately (if the position is available) or in the future.

Impact on Future Scheduling/Assignments. If an associate is ordinarily scheduled to work and the associate fails to report to work as scheduled or expected, the Company reserves the right to remove an associate from subsequently scheduled work days or assignments and assign a substitute to those days or assignments until management is able to confirm with reasonable certainty that the associate will report to work as expected, subject to assignment availability. Notwithstanding the foregoing, failure to report to work without proper authorization may lead to disciplinary action up to and including immediate separation of employment, in accordance with this policy.

Return to Work. If you are absent from work due to injury or illness and your absence from work has been approved by your supervisor, the Human Resources Department, or the Company's third-party leave administrator pursuant to Company policy (or applicable law), a statement from a health care provider may be required before you are permitted to return to work. Failure to provide this documentation timely and effectively may delay your return to work or result in a termination of employment.

Company of any planned or unplanned absence, tardiness, or early departure and to request approval of such time off in a timely and appropriate manner.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Attendance Policy (continued)

Leaves of Absence and Reasonable Accommodations. Absences and alternative work schedules which have been approved as a reasonable accommodation by the Company's Workplace Accommodations Department or as a leave of absence (including a reduced work schedule and intermittent leaves) by the Company's Leave of Absence and Accommodation Administrator are exempt from this policy to the extent the absence has been authorized in writing. However, associates on an approved leave or covered by an authorized accommodation are still expected to comply with any applicable notification, communication or documentation expectations and to return to work at the conclusion of the approved absence.

Questions. If you have questions regarding this or any other Company policies or procedures, please reach out to your supervisor, other management team member, or Human Resources for assistance.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Dress and Presentation Policy

Policy statement

Our Company prides itself on its professionalism, which is essential to creating and maintaining a positive impression with co-workers, business partners, and the public in general. Professionalism is demonstrated in a variety of ways, including conduct that reflects ethical practices and integrity; responsiveness to the needs of our clients and customers; and our presentation. In performing one's job duties and representing the Company, each associate is expected to exercise sound judgment with regard to his/her presentation, including dress, grooming, and hygiene, which should be neat, clean, professional, and business-appropriate at all times.

If Company management reasonably considers an associate's presentation to be unprofessional or otherwise inconsistent with Company policy, one's job responsibilities, or client or customer expectations (when performing services on behalf of a client or customer); the associate may be instructed to promptly make changes necessary to satisfy business requirements. If an associate needs to leave work for this purpose, the associate will not be paid for time away from work (subject to Company policy and applicable law).

The Company is committed to complying with any applicable legal requirements as they relate to standards set forth in this policy. Accordingly, in enforcing this policy, the Company will not discriminate against individuals based on any legally protected category (including without limitation, race, gender, age, ethnicity, and national origin). Further, the guidelines set forth here are not intended to place a greater burden on any particular group of associates nor are they intended to interfere with an associate's gender identity or expression. In addition, if an associate believes he/she requires a reasonable accommodation in connection with the application of any of the standards outlined in this policy (for example, for health and/or religious reasons), the associate should contact his/her supervisor and one of the following resources (as applicable) regarding any such requests: (1) The Company's Accommodation Administrator at 888-459-0794 for disability-related requests; or (2) the Company's Workplace Accommodations Department at 888-985-0349 or workplaceaccommodations@advantagesolutions.net for all other types of requests.

Subject to the general requirements discussed above, Executive Leaders (i.e., Vice President level and above), in coordination with Human Resources, have the discretion to establish dress, grooming, and presentation standards for their teams/offices based on legitimate business needs (including without limitation associate job duties, client/customer expectations, and/or the need to interface with business partners). Any questions regarding the application of this policy in general or in a specific business situation should be directed to one's direct supervisor, Human Resources, or any other channels of the Company's Open Door Policy.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Dress and Presentation Policy (continued)

GENERAL GUIDELINES

The general standards of professionalism described above are always in effect during business hours and while an associate is otherwise representing the Company. Although it is not practical to provide an exhaustive list of acceptable and unacceptable dress, grooming, and presentation, the guidelines below are intended to help associates understand how these standards can be practically applied.

Examples of acceptable presentation

- Business dress which includes suits, dresses, jackets and dress pants/skirts, dress shirts, ties
- Business casual dress which includes non-denim pants, slacks, skirts, dresses, button-down shirts/ blouses, golf/collared shirts, sweaters
- Hairstyles, jewelry, accessories, and makeup which are neat and professional in appearance
- Casual dress and jeans when authorized by the applicable Executive Leader (subject to unacceptable attire restrictions, examples of which are provided below)

Examples of unacceptable presentation

- Cargo pants, overalls, leggings, shorts, mini-skirts/dresses, t-shirts, athletic clothes, leather clothes
- Dirty, torn, or ripped clothes
- Sheer, improperly fitting, or revealing clothes
- Denim clothes (except for an authorized "jeans day")
- Flip flops, slippers, work boots, athletic shoes
- Clothing with words or pictures which are vulgar, obscene, threatening, intimidating, or harassing contrary to company policy
- Jewelry, accessories, hair styles, shoes, or attire which is functionally restrictive or creates a safety hazard
- Distracting, excessive, or unpleasant odors



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Dress and Presentation Policy (continued)

Additional Guidelines

Field Based Retail Associates: Must wear rubber soled shoes while working in stores. Athletic shoes may only be worn while attending new store sets and resets. Any denim clothing (blue or other colors) is permissible at new stores if permitted by the customer. Only denim clothing (other than blue) is permitted at remodels and resets.

Interfacing with Business Partners: Associates who make sales calls; interface with clients, customers, or other business partners; or perform their job for the Company on client or customer premises are expected to dress according to the reasonable standards and expectations established for the business circumstances (which may include client/customer expectations).

Visiting Company Offices/Markets: Associates who visit Company offices and/or attend team-specific functions are expected to educate themselves on that office's or team's dress standards prior to the visit to ensure they present themselves consistent with those expectations.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Outside Contacts and Media Inquiries

From time to time in any business like ours, inquiries may be received in connection with investigations being conducted by government agencies, clients, the trade, special interest or advocacy groups, or others. Visits or telephone inquiries by such persons must be handled carefully and properly, and in a consistent manner.

In order to minimize Company exposure and liability, all contacts, written or oral, related to Company business from an outside attorney or investigator, a court or a government agency must immediately be referred to the Company's Legal Department, without any further discussions with the contact. If the contact involves a criminal investigation, Company counsel will advise you of your options.

Media Inquiries

From time to time an associate may receive inquiries from the media i.e., newspapers, television stations, radio stations, magazines, industry/association publications or other periodicals. The Company has established this policy to ensure that responses to media inquiries on behalf of the Company, where appropriate, are coordinated, complete, accurate and authorized.

Accordingly, the only person authorized to communicate with the media on behalf of the Company is the Chief Executive Officer. No other Company associates are authorized to give or make any verbal or written statements or otherwise provide information to any representative of the media on behalf of the Company. Pursuant to this policy, if an associate were to receive any media inquiry, the associate should decline to make any comment on behalf of the Company and refer the inquirer to Human Resources.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Safety

It is the Company's policy to have a safe and healthful workplace. To that extent, the Company has implemented an injury and illness prevention program that is outlined in our Injury Prevention Program Manual. The responsibility for safety extends to every individual working at the Company. As such, each associate should report any unsafe condition, accident (no matter how minor) and near miss immediately so that the Company can take corrective action as soon as possible. Managers and Supervisors will not ask associates to work in an environment that is known to be unsafe and unhealthful. Working together, we can succeed in having a safe, healthful and profitable workplace from which we can all benefit.

Associates are expected to obey safety rules, follow established safe work practices when performing all facets of their job, exercise caution in all their work activities and immediately report all unsafe conditions to their manager or Supervisor. Deviations from established procedures require the approval of your immediate supervisor.

Failure to follow prescribed safety procedure will lead to a safety investigation, which determines whether the associate violated Company policy. Violation of Company policy will lead to disciplinary action up to and including termination of employment.

All injuries must be reported to your supervisor immediately. The Company will then direct you to a designated preferred-provider for medical treatment of work related injuries.

Approved protective equipment and clothing will be worn by associates in specified areas.

Horseplay and other acts that endanger the safety and/or well-being of associates are PROHIBITED.

Associates are prohibited from standing on milk crates or boxes in stores.

Associates shall not handle or tamper with any electrical equipment, machinery, or chemicals in a manner not within the scope of their responsibilities.

All emergency exits, aisles, passageways, and fire extinguishers will remain accessible at all times.

Associates will not walk through the warehouse unless they have specific, work-related business to attend to in these areas.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Workplace Violence Prevention

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All associates, including supervisors and temporary associates, should be treated with courtesy and respect at all times. Associates are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company without proper authorization.

Conduct that threatens, intimidates, or coerces another associate, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by associates, as well as threats by clients, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend associates, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Company encourages associates to bring their disputes or differences with other associates to the attention of their supervisors or Human Resources before the situation escalates into potential violence. The Company is eager to assist in the resolution of associate disputes, and will not discipline associates for raising such concerns.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Solicitation / Distribution

In an effort to ensure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature in the workplace at any time for any purpose.

The Company recognizes that associates may have interests in events and organizations outside the workplace. **However, associates may not solicit or distribute literature concerning these activities during working time.** (Working time does not include lunch periods, work breaks, or any other periods in which associates are not on duty.)

In addition, the posting of written solicitations on company posting locations is restricted. Company posting locations may display important information, and associates should consult them frequently for:

- Associate announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Worker's compensation insurance information
- State disability insurance / unemployment insurance information

If associates have a message of interest to the workplace, they may submit it to the Office Manager and Human Resources for consideration. All approved messages will be posted by the Office Manager in collaboration with Human Resources.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Parking

Parking is generally available on Company property. Some spaces are reserved, others are available on a first-come basis. The Company will not reimburse associates for parking tickets. The Company will not be liable for fire, theft, damage, or personal injury involving associates' vehicles or their contents. Associates are advised to always lock their vehicle doors.

Visitors in the Workplace

To provide for the safety and security of associates and the facilities of the Company, only authorized visitors are allowed in the workplace. Friends and/or family are not permitted to visit/assist or accompany associates during any work time. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards associate welfare, and avoids potential distractions and disturbances.

All visitors must enter Company facilities at the reception area. Authorized visitors will receive directions or be escorted to their destination. Associates are responsible for the conduct and safety of their visitors.

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



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Client/Customer Assignment Policy

Our Company is a sales and marketing agency which represents many clients and customers (collectively for the purposes of this policy, "Third Parties"). Therefore, in connection with their employment with the Company, our associates may at times perform services on behalf of or on site at the facilities of Third Parties or have occasion to interact with their employees.

Such services may include and/or involve, without limitation, representation of a Third-Party's product(s), assignment to a Third Party account, ride-with's with a Third-Party representative, communication with Third-Party employees and managers, participation in Third-Party training, access to Third-Party systems, work on-site at a Third-Party facility, and/or request to follow Third Party facility vendor rules .

Notwithstanding any such Third-Party representation, communications, assignment, training, involvement, or any other connection one may have with a Third Party in the course of one's employment with the Company, associates of the Company (including managers) are reminded of the following as to their employment with the Company:

- Our associates are employees of the Company, ***not*** the Third Party.
- Our associates are expected to abide by our Company's policies and procedures.
- Questions regarding Company policies, one's job expectations, or other workplace matters should be directed to Company supervisors, Company Human Resources, or other Company resources to help facilitate prompt and effective resolution of any questions/concerns.
- Our associates are expected to receive and take direction regarding job expectations from their Company-assigned supervisor, although a Third Party representative may communicate Third-Party objectives and related information to help facilitate task execution due to the Third-Party's familiarity with the facility, product, and/or services.
- Performance feedback, corrective action, and other performance management must only be provided to Company associates by Company supervisors/managers.
- Our associates must only rely on Company-provided direction and communications related to Company policy.
- Any Third-Party communication received by a Company associate or manager which is believed to be contrary to Company policy or direction or legal or ethical obligations must be promptly escalated to one's Company supervisor, Company Human Resources, or other channel of the Company's Open Door Policy.
- Our associates are strongly encouraged to use any of the various avenues of the Company's Open Door Policy (e.g., one's Company supervisor or next level manager, Company Human resources team, and/or the Company's Ethics Line) to notify the Company of any other employment/workplace concerns including (but not limited to) those that pertain to a Third Party or its employees.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Smoking

Smoking can be detrimental to the health of our associates and visitors as well as a violation of the fire requirements and state laws. In keeping with the Company's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.

Smoking is permitted only in designated areas outside our buildings. Smokers using such areas are expected to properly dispose of cigarette butts.

This policy applies equally to all associates, clients, customers, consultants and visitors.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility or work territory (field-based associates).

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid, up to a maximum of three (3) days in any calendar year subject to Executive Leader approval or other authorized representative.

In cases where an emergency closing is not authorized, associates who fail to report for work will not be paid for the time off. Associates may request to use available unused Vacation or Floating Holiday benefits for their absence from work



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy

POLICY OVERVIEW

This Policy establishes guidelines for associates for the proper use of:

- **Company Systems**: includes, but is not limited to, business applications, software and hardware, email, internet access, phones and voicemail.
- **Client Technology**: technology resources provided by or on behalf of the Company's clients and/or customers to associates in connection with their employment with the Company.
- **Personal Technology**: personal computers or other technology devices (including mobile devices) used in the performance of one's job duties for the Company.

Every user of Company Systems, Client Technology, and/or Personal Technology has a responsibility to use such resources in a productive, professional, ethical, and lawful manner.

By using Company Systems, Client Technology, and/or Personal Technology, an associate accepts the responsibility to comply with and consents to the provisions of this policy, subject to applicable law.

COMPANY SYSTEMS

The provisions below apply to associates who are using Company-provided equipment and systems; Client Technology; and Personal Technology (to access Company systems as well as to otherwise perform their job duties). (*Additional* conditions specific to those using Personal Technology can be found below this section.)

1. **Property of the Company**: The Company's technology resources (including all Company hardware, software, applications, network, gateway connection to the Internet, email, telephones, and voicemail) (collectively referred to in part or as a whole as "Company Systems") are Company property provided to individual users for the exclusive benefit of the Company, not the property of an individual user. Likewise, documents, messages, and other information transmitted through; generated by; or stored on the Company's Systems (including Company Systems associates access via, or consent to having installed on, any personal electronic device) are Company property. For the purposes of this policy, Company Systems include Client Technology (as applicable), although Client Technology remains the property of the respective client or customer and subject to such client or customer's exclusive control and direction.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

2. **Usage:** Use of Company Systems (including Company Systems which an associate consents to having installed on or accesses using an associate's personal electronic device) for any purpose must adhere to the following expectations:
- The Company Systems are provided for business use.
 - Associates are expected to use Company Systems and in accordance with any operating instructions made available to them.
 - Associates are expected to exercise care in the operation and safekeeping of Company Systems.
 - Use of Company Systems must not cause undue wear and tear on them; must not jeopardize their condition, functionality, or safety; must not result in the Company's incurring any unauthorized expenses; must not interfere with one's own or others' work time or job performance; and must comply with this and other Company policies.
 - Knowingly viewing, sending, receiving, displaying, printing, downloading, archiving, storing, or disseminating material that is illegal, sexually explicit, obscene, harassing, offensive, or discriminatory using Company Systems is prohibited. Offensive materials include, for example, those which contain sexual implications, violent images, racial slurs, or any other derogatory comments regarding someone's age, race, color, religion, sex, sexual orientation, national origin, disability, status as a veteran, or membership in another class protected by federal, state or local law.
 - Company Systems are not intended to be used for commercial ventures, religious activities, political campaigns, or other personal ventures.¹³
 - Company Systems shall not be used to send (upload) or receive (download) copyrighted materials, software, trade secrets, proprietary information, or similar materials without proper authorization (if applicable).
 - The Company reserves the right to disconnect or disable Company Systems without notification.
3. **Installation of Software:** Software and applications may only be activated and installed on any Company-issued desktops, laptops, and mobile devices (such as tablets and smartphones) by the Company's Information Systems and Technology Department ("IS&T"). Where unapproved software or applications have been found on a Company device, the device may be re-imaged or wiped. Further, associates may not remove or deactivate any software or applications installed on Company equipment or adjust any security settings established on Company software or applications.

¹³ This policy is not intended to nor does it prohibit use of Company email for statutorily protected communications (such as communications about terms and conditions of employment) during non-working time.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

4. **Remote Access:** The Company provides the capability for certain individuals to access network resources using Company equipment from remote locations, such as homes, hotels, and airports, using VPN. Some resources are available using an Internet Browser. For those individuals who have not been issued VPN access, remote access is limited to the resources located on the Company's intranet site (www.asmconnects.com), which can be accessed with an Internet Browser, using one's network credentials.
5. **Personal Device Criteria:** In order for a personal device to be activated to access Company Systems, it must meet the following criteria:
 - Compatible with the Company's supported operating systems
 - Able to encrypt all data transmissions to and from the device
 - Able to encrypt all Company data that may be stored locally on the device
6. **Right to Monitor/Privacy:**
 - Individual users of Company Systems have no personal expectation of privacy in the Company Systems including documents, messages, and other information transmitted through, generated by, or stored on Company Systems (including Company Systems associates access via, or consent to having installed on, any personal electronic device).
 - The Company reserves the right to monitor any and all aspects of the Company Systems, including, but not limited to, all documents, email, and messages received, created, or sent for any purpose using the Company Systems.
 - The Company also reserves the right to monitor all Internet use conducted using the Company Systems, including all sites accessed and all materials downloaded or uploaded.
 - Any information (including but not limited to documents, email, and messages) created, sent, received, or stored, and any internet activity conducted, using the Company Systems may be accessed without the permission of the user.
 - The Company wishes to assure associates that their accessing the Company's systems through a personal device will not provide the Company with the ability to view personal information (such as call log, pictures, text messages, or web browsing history) stored on the personal device separate from Company systems.
7. **Security:** The security of the Company's network, and the files residing there, are of the utmost importance to the Company. Please refer to the Company's intranet site (www.asmconnects.com) under the IS&T Policies and Procedures section for additional information regarding the Company's network security procedures and expectations: [IS&T Policies and Procedures](#)



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

8. **Use of Technology While Driving:** Associates must comply with all federal, state and local laws regarding use of phones, smartphones, and similar electronic devices while driving for the Company. The Company discourages use of such devices while driving for the Company because they can cause distractions. Such devices may not be used under any circumstances that would distract an employee from the duty to drive for the Company in a safe manner.
9. **Location Monitoring:**
 - Company Systems (***including those an associate consents to have installed on his/her personal device that he/she uses for business purposes***) may contain a location monitoring system including but not limited to, a Global Positioning System radio ("GPS"), Wi-Fi triangulation, and cell tower triangulation (collectively, "Location Monitoring").
 - The Company may be able to determine an associate's location and movement for any time when the Company System which contains Location Monitoring is in his/her possession and the relevant device is operational.
 - The Company intends to use data gathered from Location Monitoring only when the data is generated during an associate's work time (i.e., when associate is known or reasonably believed to be on-duty) and only for legitimate business purposes including but not limited to asset protection (such as device recovery), associate safety, and collection of sales and merchandising-related data in response to client/customer requests.
 - Associates have the option and are strongly encouraged to turn off the equipment containing Location Monitoring when they are off-duty and engaged in personal activities (such as during authorized meal and rest periods and other non-work time).
 - Associates have no expectation of privacy as to any information generated by Location Monitoring contained within Company Systems (including those loaded onto an associate's personal mobile devices with the associate's permission), including both real-time and historical data.
 - ***By using Company Systems which contain Location Monitoring, an associate consents to Location Monitoring (subject to applicable law), during what is known or reasonably believed to be on-duty time, for business purposes.***
10. **Use of Cameras/Video:** Still and video cameras (on Company and personal devices) should remain off while on-duty, on Company premises, or on-site at a client or customer facility for Company-related purposes except where authorized or required for business purposes.
11. **Forensic Imaging:** Upon the Company's request and for legitimate business purposes, as authorized by the Company's Chief Information Officer and Chief Legal Officer/General Counsel, associates are required to surrender for forensic imaging and searching any device they have used or use in connection with their employment or the Company's business (including but not limited to personal mobile devices) .



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

12. **Mobile Devices and Work Time:** The Company appreciates that mobile devices are very easy to use at any time because of their convenience and accessibility. At the same time, the Company is sensitive to the importance of work-life balance and does not want associates performing work unnecessarily. The Company's expectation is that non-exempt associates will not use their personal, client/customer, or company-issued mobile devices for work-related purposes (including but not limited to reviewing, writing, or sending emails or text messages) outside of regular work time. Associates should contact their Company supervisor or next level manager and review any division specific policies to find out if there is a different expectation in their department. Further, if and to the extent associates spend any time (whether or not outside of regular work time) using their personal mobile (or other electronic) devices for work-related purposes, associates are expected to comply with the Company's timekeeping expectations which may be found in the Timekeeping Policy in the Associate Handbook. (To view the Company's Timekeeping Policy, click here on the Company's Associate Handbook icon on the Policies & Procedures page: [HR Policies & Procedures](#))
13. **Return Of Company Property:** Upon termination of employment with the Company (either voluntary or involuntary), or upon the request of the Company at any time, an associate is required to promptly return Company and client/customer equipment in the same condition it was provided to him/her, reasonable wear and tear excepted, in accordance with any return instructions provided by the Company. Failure to timely return the property in satisfactory condition (which failure results from an associate's gross negligence, intentional or willful misconduct, or refusal to comply with Company policy or expectations) may result in disciplinary action, up to and including termination of employment, as well as ineligibility for future employment with the Company.
14. **Lost or Stolen Device/Responsibility:** Should an associate's company-issued or client/customer-issued device or personal device with access to company information or systems become lost or stolen, or Company or client/customer equipment becomes irreparably damaged, the associate must immediately notify their supervisor and IS&T. Subject to applicable law, each associate is fully responsible for the reasonable cost to repair or replace Company or client/customer-issued equipment should it be damaged, lost, or stolen (by the associate or any third party) as a result of the associate's gross negligence, intentional or willful misconduct, or refusal to comply with Company policy or expectations (the "Repair or Replacement Cost"). If the Company elects to provide the associate with a replacement device, it will be provided as soon as possible, subject to any requirement that the associate first reimburse the Company with the Repair or Replacement Cost.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

15. **Payroll Deduction:** Subject to applicable law, the Company may deduct the Repair or Replacement Cost from one or more of an associate's paychecks, including his/her final paycheck. If and as required, associates are expected to sign a written authorization for the payroll deduction. To the extent the Repair or Replacement Cost is not sufficiently covered by payroll deductions, an associate is expected to pay promptly to the Company the Repair or Replacement Cost upon written request from the Company for such payment.
16. **Employment Consequences:** Notwithstanding an associate's at-will employment, the Company may take disciplinary action, up to and including termination of employment, based on an associate's material or ongoing misuse or abuse of Company Systems, use of Company Systems which is in a manner that is contrary to Company policy, or failure to comply with the provisions of this policy, as well as any unsatisfactory job performance or work-related misconduct by an associate discovered through any information transmitted using, generated by, or stored in Company Systems, including Location Monitoring-generated data.

PERSONAL TECHNOLOGY

The Company grants its associates the privilege of purchasing and using personal devices of their choosing for Company-related purposes (such as laptops, cell phones, smart phones, tablets, and other handheld devices) as a matter of preference or convenience in the place of a Company-issued mobile device), or to access Company Systems or otherwise perform one's job duties for the Company where a Company-provided device is not readily available. The Company may also provide associates with work opportunities which involve use of a personal mobile device.

Associates who use personal devices, while on duty, or to access Company Systems at any time, are expected to abide by **both** the requirements set out above regarding Company Systems generally, as well as the expectations described below, which are specific to Personal Technology. The Company reserves the right to revoke the privilege of using a personal computer device for Company-related purposes if users do not abide by the policies and procedures outlined in this policy, or otherwise at the discretion of the Company.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

1. **Expense Reimbursement for Personal Technology Device Usage:**

- **Personal Device Convenience:** Where associates elect to use a personal device as a matter of personal preference or convenience, they are not eligible for any subsidy or expense reimbursement from the Company for equipment or wireless or data service.
- **Work Using Personal Technology:** Associates who perform duties for which use of Personal Technology is necessary (may be eligible for expense reimbursement intended to compensate them for business usage of their personal device if and as required by law. (Associates should refer to any division-specific policy for reimbursement details.)
- **Non-Reimbursable Expenses:** By way of example, the Company will not reimburse associates for:
 - i. Plan overages, roaming charges, text messages, international calls, or any other charges in excess of the established reimbursement amount without the express authorization of the division leader responsible for the associate's division, subject to applicable law. (Associates should obtain such approval in advance of incurring any such charges.)
 - ii. Device related accessories (such as covers, adapters, car or other supplemental charges, or headsets.)
 - iii. Any cellular, wireless, and/or data service that an associate voluntarily elects to use as a matter of convenience or preference where doing so is not necessary for the performance of his/her job duties
- An associate is personally responsible for directly paying all costs associated with his or her personal device and assumes all related liabilities.
- The Company is not responsible for replacing or repairing any personal device that an associate uses or has used in connection with their Company employment.
- If an associate believes he/she is required to and actually incurs personal computer device-related expenses as a result of his/her job duties not otherwise covered by this or a division reimbursement policy, the associate should promptly contact his/her supervisor or Human Resources to review for any potential reimbursement and where approved, how to submit the expense through the Company's expense reporting system. Expenses will be reimbursed in accordance with company and division specific policy subject to applicable law.

2. **Personal Devices and Consent:** To the extent an associate uses a personal device to access Company Systems or otherwise perform the associate's job duties for the Company, the associate thereby consents to his/her use of such a device, subject to this policy and its terms. The associate also assumes full liability for other risks associated with using a personal device for business purposes including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Company Technology Policy (continued)

3. **Personal Device Criteria:** In order for a personal device to be activated to access Company Systems, it must meet the following criteria:
 - Compatible with the Company's supported operating systems
 - Able to encrypt all data transmissions to and from the device
 - Able to encrypt all Company data that may be stored locally on the device
4. **Services Supported:** Depending on the device, IS&T will provide the Company's associates work-related support for Company-provided applications/software used for Company business matters. IS&T will not be able to support questions pertaining to the following as they relate to personal mobile devices:
 - Personal device purchase
 - Purchase or use of applications or software not provided by the Company
 - Operating system or hardware-related issues
5. **Personal Device Remote Wipe and Access:** By using a personally-owned device to connect to or use Company Systems, the associate's device must be able to be erased or "wiped" remotely in the case of loss, theft, or departure from the Company. Additionally, the associate is consenting to having their personally-owned device to be erased or "wiped" if the Company deems it necessary. Examples of situations requiring remote wipe include, but are not limited to: theft of device, loss of device, termination of employment, actual or suspected data or policy breach, and virus or similar threat to the security of the company's data and technology infrastructure. When a remote wipe is initiated by IS&T, the computer device will be wiped of all data and restored to its factory default settings. The wipe is not limited to Company data. In some cases, due to various technology issues, personal data such as applications, contact information, music, and pictures may also be deleted. This data is not recoverable on the device itself, but may be able to be restored by the individual from a personally created backup if the mobile device is returned or found, or if it is replaced by a similar device. It is the associate's responsibility to take additional precautions, such as backing up personal data to another personal device to minimize loss if a remote wipe is necessary. In the event a remote wipe is determined by the Company to be necessary, the Company will not be responsible for any loss or costs incurred as a result of the wipe.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Document Retention

For the purposes of this policy, the term “document” includes:

- Electronic documents, including without limitation, e-mails and attachments, spreadsheets, word processing documents, presentations, diagrams, images, databases and other electronic information (whether maintained on laptop, desktop computer, hard drive, server, network, legacy system, diskette, CD, CD-ROM, PDA, other handheld device, pager, or other removable media or storage device), and
- Hard copy materials, including without limitation, all writings (whether handwritten or typed, draft or final), sketches, photographs, drawings, videotapes, manuals, and other tangible objects.

Records Management and Retention

The Company has a Records Management and Retention Policy, which ensures the maintenance and destruction of Company records (which includes documents, as defined above) in accordance with all applicable laws. Unless otherwise directed by the Company’s Legal Department, all Company records must be retained in accordance with the Records Retention Guidelines and sent to Iron Mountain facilities for storage and destruction, where applicable.

Associates are required to become familiar with and abide by the Company’s Record Retention Guidelines, which are located on the Company’s internal website on the Legal Department site under Policies & Procedures in the Record Retention Policy folder. Associates are also expected to participate in the Company’s Record Management & Retention training, which is also available through the Legal Department’s Policies & Procedures site. You are invited to send any questions regarding the Company’s Records Management and Retention Policy to records.retention@advantagesolutions.net.

Impact of Litigation Hold: From time to time, an associate may be placed on “Litigation Hold” by the Company’s Legal Department, which requires the temporary retention of documents (for the duration of the Litigation Hold) relevant to a specific legal matter. Details regarding an associate’s obligation to retain documents will be communicated to that associate in a memo from the General Counsel. During a Litigation Hold, destruction of any records subject to the Litigation

Hold must be suspended. Once the Litigation Hold is concluded, per communication from the General Counsel, destruction of records in accordance with the Record Retention Guidelines should be resumed.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Document Retention (continued)

E-mail Retention

Pursuant to the Company's E-mail Retention Policy, e-mails will be automatically deleted after 180 days of receipt, on an ongoing basis, with the exception of e-mails in the following folders which are governed by the corresponding retention periods: Sent Items (14 days); Deleted Items (14 days); and Junk Items (7 days). Any e-mails and attachments which need to be retained in connection with the Company's Records Retention Guidelines should be saved to the Company's internal website.

Associates are required to become familiar with and abide by the Company's E-mail Retention Policy, which can be found on the Company's internal website on the Legal Department site under Policies & Procedures. For questions regarding the Company's E-mail Retention Policy, please contact the IT Department.

Impact of Litigation Hold: Any obligation to retain documents pursuant to a Litigation Hold (as described above) includes e-mails and attachments. For the duration of the Litigation Hold period, (i) associates subject to the Litigation Hold may not delete relevant e-mails or attachments (or other relevant documents); and (ii) e-mails will be maintained and archived. Once an associate has been removed from the Litigation Hold as communicated by the General Counsel, the standard E-mail Retention Policy will apply and e-mails will be deleted accordingly.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Social Media Policy

Social media has changed the way people communicate. Social media can take many forms, including on-line social networks, message boards, conversation pages, chat rooms, internet forums, blogs and microblogs, on-line profiles, wikis, podcasts, pictures and video, e-mail, instant messaging, music-sharing, and voice over ip, to name just a few. For illustration purposes only, social media applications can include LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Yelp, Flickr, Second Life, Yahoo groups, Wordpress, ZoomInfo – the list is endless. It is not the Company's intention to restrict your ability to have an on-line presence, nor should this policy be construed to restrict or interfere with any Associate's rights under applicable law, including federal labor law. Instead, the purpose is to define the Company's policy regarding associates' social media (all web-based and mobile technologies) postings and communications, by and among themselves and with others, using both the Company's and their own personal computer systems or other electronic communications devices, when both on- and off-duty. This policy is also intended to protect the Company's reputation in the marketplace, which is essential to operating our business.

GUIDELINES:

- Do not post confidential or proprietary information about the Company; its Business Partners; or its or their current, former, or prospective associates ("Associates"). Such information includes marketing plans, business strategies, client/customer lists, pricing information, product and services information, research and development activities, and company financials, and any other trade secrets or other proprietary information relating to products, services, processes, know-how, designs, formulas, computer programs, technologies, systems, and databases; as well as personal associate information (such as medical information, date of birth, social security number, and other personally identifiable information). The prohibitions identified here (and elsewhere in this policy) do not apply to terms and conditions of employment, established at the Company, and/or at its current, former, or potential clients, customers, vendors, or other business partners ("Business Partners").
- You are expected to adhere to the Company's policies (including those set forth on the Company intranet site where Company Policies, such as the Company Associate Handbook and the Company Code of Business Conduct and Ethics, can be found) when using social media.
- Do not post any communications that disparage others based upon race, gender, gender identity, color, age, national origin, sexual orientation, disability, veteran status, or any other basis protected by applicable law.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Social Media Policy (continued)

- Do not post any communications that constitute threats of physical harm to Associates of the Company or its Business Partners, are threats to engage in violence of any kind, or threaten to engage in any other illegal conduct.
- Do not post any communications that violate the Company's equal employment opportunity policy, the Company's anti-harassment policy, or otherwise harass or intimidate Associates of the Company or its Business Partners to connect or communicate via social media.
- Do not violate any copyright, fair use, or financial disclosure laws.
- The Company prohibits the use of personal social media and/or social networking during work time, unless doing so is part of your Company job duties. To the extent associates are issued company property, such use is intended for the benefit of the company. Use of social media shall be in accordance with the Company's Technology and Company Property and Associate Privacy policies.
- When the Company wishes to communicate publicly as a company, whether to the marketplace or to the general public, it has well established means to do so. Only those officially designated by the Company have the authorization to speak on behalf of the Company.
- Each associate bears the full responsibility for any and all material he or she posts on personal blogs or other social media.
- Privacy settings should be used when appropriate. However, the internet is immediate. Nothing posted is truly private and nothing posted "expires". Therefore, Company associates can have no expectation of privacy in their social media postings and communications.
- In any communication you post utilizing one of the social media listed above or similar media in which you endorse the Company; its Business Partners; or its or their products, services, or associates, you must include a disclaimer that clearly and conspicuously identifies you as a Company associate and makes it clear that the views expressed in your communication are not necessarily reflective of the views of the Company or its Business Partners (if applicable). This rule is required by the Federal Trade Commission's endorsement guidelines. As used here, "endorse" means any social media communication designed to endorse, promote, sell, advertise, or otherwise support the Company, its associates, and its Business Partners.



ASSOCIATE CONDUCT AND WORKING CONDITIONS

Social Media Policy (continued)

- If you are engaging in such a communication as above, we suggest using the following: “I am a Company associate. The opinions expressed here are my own and do not necessarily represent the views of the Company [or <INSERT BUSINESS PARTNER NAME, as applicable>], and have not been authorized or adopted by the Company [or INSERT BUSINESS PARTNER NAME, as applicable>].” Please note that a communication otherwise in violation of this or other company policy is not exempt from company policy by including such a disclaimer.
- If you see what you believe to be content that is misleading, threatening, disparaging, or otherwise contrary to this policy about the Company, its Business Partners, or its or their associates, do not try to have the post removed or send a written reply that will escalate the situation. Forward this information to the Company’s Compliance Team at ethics.compliance@advantagesolutions.net so the matter can be reviewed and appropriate action taken.
- Associates who violate this policy may be subject to disciplinary action, up to and including termination of employment. If you have any questions about this policy, please contact Human Resources.



ASSOCIATE ACKNOWLEDGMENT FORM

I understand and acknowledge that Company Policies (as defined below) describe important information about many of the working conditions, associate benefits, and policies affecting my employment with Advantage Sales & Marketing LLC dba Advantage Solutions or any of its direct and indirect subsidiaries, affiliated entities and divisions (collectively, the "Company"),¹⁴ as well as many of my responsibilities and expectations as an associate of the Company.

I understand that neither this Handbook nor any of the other Company guidelines, policies, procedures, or practices (including without limitation the Associate Handbook and the Code of Business Conduct and Ethics) (collectively, "Company Policies") create an employment contract or guarantee of employment for a specified period of time. I acknowledge that employment with the Company is at-will and may be terminated at any time with or without cause or prior notice by either the associate or the Company; and that the at-will nature of my employment cannot be modified except in a writing signed by the CEO of the Company (or equivalent authorized representative of the employing legal entity of the Company).

I understand that the contents of this Handbook are guidelines only and supersede any prior Handbook. I also understand that, except for the Company's at-will policy, the need may arise and the Company reserves the right, at any time and with or without notice, to revise, supplement, or rescind any policy or portion of the Company Policies as it deems appropriate in its sole and absolute discretion.

I understand that the Company operates in many jurisdictions and, therefore, should any local, state, or federal laws differ from the Company Policies, the Company will comply with applicable laws. Further, if there is any difference between the Company Policies and matters covered in separate official documents (such as Benefits Plans), the official documents will prevail. In addition, I acknowledge that the written Company Policies prevail over any conflicting representations made by supervisors or managers.

I understand that I have access to the Company Policies through the Company's intranet site; a Company office; my direct supervisor; and/or the Human Resources Department. I also acknowledge that if I have any questions about the Company Policies and/or my responsibilities as an associate, I can contact my direct supervisor or the Human Resources Department.

I understand that I have been advised where to find the Company Policies (as defined above); that it is my responsibility to read and comply with the Company Policies and any revisions made to it or them throughout my employment.

¹⁴ Employment is only with one specific legal entity of the Company, and not with all of the legal entities that constitute the Company; and any references to the "Company" as an employer are intended to refer to the employing entity.



CODE OF BUSINESS CONDUCT AND ETHICS

Code of Business Conduct and Ethics



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STATEMENT OF CEO

To our valued Associates:

This Code of Business Conduct and Ethics ("Code") provides guidelines for your daily business conduct as an associate of Advantage Sales & Marketing LLC dba Advantage Solutions (the "Company")¹. It also tells how to obtain assistance if you have questions or concerns about this Code.

The Company operates in a highly competitive industry, and our success depends upon our ability to compete in this environment. At the same time, it is essential that each one of us recognize that it is not just getting the job done that counts, but also how we achieve our results. The Company's reputation, as well as our individual reputations, requires us not only to do the job, but to do it in the right way. As much as ever, doing the right thing goes beyond simply complying with the laws that govern our business. It really means conducting ourselves with integrity, respect, and professionalism in everything we do. The Company is committed to conducting all of our affairs and activities in accordance with the highest standards of ethical conduct.

Every associate has a role to play in upholding this Code, and the Company depends on the sense of honesty, fairness and integrity of all associates. This Code contains standards that are like road signs. Some standards, such as honesty in record keeping, clearly involve the daily activities of virtually all associates of the Company. Other standards, such as compliance with competition laws, may appear to involve only some associates but in fact affect us all. Some standards involve affirmative ethical obligations directly, and the standards outline types of conduct both acceptable and unacceptable. Other standards involve safeguards put in place to avoid either the fact or appearance of misconduct.

The Company's obligation goes beyond simply stating that you should always conduct yourself professionally and ethically. This Code formalizes the values that have made us the Company we are today and that will carry us forward into the future; it describes the fundamental ethics policies that govern all of the work we do, and the duties and obligations of all our associates under those policies. Each associate is required to read this Code carefully and to remain thoroughly familiar with its contents. We encourage you to seek assistance when a question or concern arises about which there appears to be no immediate answer.

Thank you for your contribution to the success of the Company, and for your commitment to the integrity and professionalism that have made us the Company we are today, and will continue to shape the future of our Company. We share your pride in our Company's accomplishments and look forward to a strong future.

¹ References to the "Company" herein collectively refer to Advantage Sales & Marketing LLC dba Advantage Solutions and its direct and indirect subsidiaries, affiliated entities and divisions (except to the extent any such entity issues and maintains its own code of conduct). Employment is only with one specific legal entity of the Company, and not with all of the legal entities that constitute the Company; and any reference to the "Company" as an employer are intended to refer to the employing entity.



INTRODUCTION

The Company is committed to conducting its business with the highest ethical standards. This commitment is reflected in our core value “Integrity – *We act with Integrity in all of our business dealings*”. Our values serve as a guide for how we should act on a daily basis. They bind us together as a Company and keep us working towards the same goals wherever we are and in whatever we do. In many situations, however more specific guidance on the Company’s expectations may be helpful.

The Company’s Code of Business Conduct and Ethics describes ethical standards applicable to all associates of the Company as well as third parties who contract with and /or perform services for or on behalf of the Company (including without limitation consultants, suppliers, independent contractors and other third-party representatives) (“Third-Parties”). For the purpose of clarification, Third Parties should consider any provisions in the Code which apply to “associates” to apply to Third Parties as well.²

This Code is not a comprehensive document intended to address all laws or policies nor every ethical issue that may confront associates in the workplace. Rather, it is a guide and a resource that is intended to alert associates to significant legal and ethical issues that frequently arise. Our industry and likewise our Company undergo significant changes on an ongoing basis. As a whole, these changes make the ways in which we do business more complex. Because of the continuing need to reassess and clarify our practices and procedures, the contents of this Code are subject to review and change at any time with or without notice.

No set of guidelines can anticipate all potential circumstances. If you have any questions about interpreting or applying this Code, it is your responsibility to consult your supervisor/next level managers, Division Leader, your Human Resources contact, or the General Counsel as provided in this Code.

² Nothing set forth herein or elsewhere in the Code is intended to, nor shall it, constitute an offer of employment with the Company or create an employment relationship or a contract of employment between the Company and any Third Party.



OUR COMMITMENTS

The Company has six key relationships in its business. These relationships involve clients, trade customers, suppliers, fellow associates, our investors and the community in which we operate. All associates participate in one way or another in these key relationships. The following commitments serve as broad ideals for shaping these relationships:

- To our clients, we will be attentive and strive to maximize the quality and value of our services while maintaining the highest of ethical standards.
- To our trade customers, we will deal fairly and with honesty and integrity.
- To our suppliers, we will emphasize both fair competition and long-lasting relationships.
- To each other, as associates, we will treat one another with dignity and respect.
- To our investors, we will pursue our growth and earnings objectives while always keeping ethical standards at the forefront of our activities.
- To our community, and to society as a whole, we will act as responsible corporate citizens in a moral and ethical manner.

The above commitments should not be viewed as an exhaustive list but rather guidelines. In keeping with the spirit of these ideals, the Company expects integrity, respect, professional and sound business judgment, and ethics to govern all who conduct themselves with or on behalf of the Company.



COMPLIANCE STANDARDS; DUTY TO REPORT VIOLATIONS

Every associate is required at all times to comply fully with all applicable laws, rules and regulations, and with this Code. Any failure to adhere to this standard may result in disciplinary action, up to and including termination of employment.

The Legal Compliance Committee of the Board of Directors has authorized the Company's Legal Department to review and maintain this Code, to assist management in implementing the ethical standards reflected in this Code, and to monitor the effectiveness of this Code. The Company's Legal Department is responsible for applying this Code to specific situations in which questions may arise, and has the authority to interpret this Code in any particular situation. Any questions relating to how this Code should be interpreted or applied should be addressed to the Company's Ethics Line (as discussed below) or the Company's Legal Department.

Any associate, who becomes aware of any existing or potential violation of applicable laws, rules or regulations, or of this Code, is required to report such concerns promptly, as provided in the "Reporting" section below. Failure to do so is itself a violation of this Code. To encourage associates to report any violations, the Company will not allow retaliation for reports made in good faith.

The Company recognizes that it is important to establish and maintain open channels of communication for all associates. The Company has designated personnel to assist associates in resolving questions involving ethics and conduct. An associate with a need for help or information regarding this Code is encouraged to take up that need with his or her immediate supervisor. If there is reason why asking the immediate supervisor is inappropriate, the associate should seek the help of a member of his or her management team or their Human Resources contact or the Company's Ethics Line. Inquiries will be treated with courtesy and discretion. The Company will not tolerate threats or acts of retaliation or retribution against associates for using the suggested communication channels identified by the Company's Open Door Policy.



REPORTING; ASSOCIATE HOTLINE

The Company prides itself on maintaining a strong open door policy, as described in the Company's policies and procedures and further clarified on the Company's Ethics Line homepage. Associates may report workplace concerns through the suggested "Reporting Channels" of the Company's Open Door Policy identified below. While associates may use any of the following Reporting Channels to report a concern, including those that involve conduct which potentially conflicts with ethical or legal obligations or company policy (including the Code), associates are encouraged to start with the first Reporting Channel identified below (as a first-line supervisor and/or next level manager may be in the best position to assist and support an associate with his or her concerns; and better suited to effectively and swiftly address certain types of concerns). Associates may use or escalate their concerns through the other channels if they are not comfortable using a particular Report Channel or believe their concerns have not been adequately addressed after having raised the issue through a prior Reporting Channel. Reporting Channels:

- Talk directly with your supervisor/next level managers
- Contact your Division Leader
- Contact your Human Resources contact
- Report the concerns to the Company's Ethics Line:

www.ethicspoint.com

1-888-325-7882

The Ethics Line is the Company's ethics and compliance reporting hotline, which may be used anonymously. It is operated by an independent third party provider and can be accessed worldwide 24/7, 365 days a year through a website or a toll-free telephone number. Reports are investigated by a designated subject matter expert within or external to the Company (but, for clarification, not by the third-party which operates the hotline). Information will only be disclosed as needed for legitimate business purposes and is kept confidential to the extent possible. Associates who choose to report anonymously when using the Ethics Line will be given a password or other anonymous identifier, and will be asked to access their reports periodically using the confidential identifier to answer follow-up questions and to assist the Company in reviewing and addressing (as appropriate) the reported issue. The advantage of direct, interactive communications is that they make it possible for the Company to gather additional relevant information that may be valuable in resolving the situation. As to concerns reported to the Company through any of the



REPORTING; ASSOCIATE HOTLINE (continued)

Reporting Channels, if requested, the Company will take reasonable measures to protect the confidentiality and anonymity of the associate to the fullest extent possible. However, recognizing the Company's obligation to investigate and implement remedial actions, it cannot guarantee confidentiality.

The Company will not retaliate or permit any retaliation against an associate who reports any matter to the Company in good faith, even if the report does not lead to the discovery of a violation or other actionable problem. However, associates who knowingly report inaccurate or dishonest information; fail to cooperate in an investigation; or threaten or intimidate others in an effort to influence their participation in an investigation may be subject to disciplinary action, up to and including termination of employment. Cooperation includes the expectation that associates; (i) promptly respond to investigations conducted by or on behalf of the Company and (ii) provide honest and complete information in response to questions/request for information. For avoidance of doubt, associates are only expected to provide truthful and accurate information during any such inquiry or investigation.



ACCOUNTING AND FINANCIAL PRACTICES

The Legal Compliance Committee of the Board of Directors has adopted the following specific policies and procedures to govern the Company's accounting, internal control, auditing and other financial practices.

Policies

Accurate and reliable corporate accounts and records shall be maintained at all times. All payments of money, transfers of property, furnishing of services and other transactions must be reflected in full detail in the appropriate accounting and other business records of the Company. With the exception of disbursements from petty cash funds, no Company payments shall be made in currency, nor shall cash payments be accepted from any client, customer or supplier.

No unrecorded fund, reserve, asset or special account shall be established or maintained for any purpose. No false or fictitious entries shall be made in books, records, accounts or in Company communications for any reason. No payment or transfer of funds or assets (such as tangible or intangible premiums) shall be made for any purpose other than that described by the supporting documents, and specifically as authorized by the Company and the client. No shredding or other destruction or erasure of Company documents or records is allowed except in accordance with the Company's Records Retention Policy.

Business expenses properly incurred in performing Company business must be documented promptly with accuracy and completeness on expense reports. In the filing of expense reports, associates must distinguish between personal and business travel expenses, business conference expenses and business entertainment expenses.

Associates shall make full disclosure of all relevant information and otherwise fully cooperate with internal or external auditors, or Company legal counsel, in the course of compliance audits or investigations.

Accounting Complaints

It is the policy of the Company to treat complaints about accounting, internal accounting controls, auditing matters, or questionable financial practices ("Accounting Complaints") seriously and expeditiously. Associates have the opportunity, as described in the "Reporting" section below, to submit for review by the Legal Compliance Committee confidential and anonymous Accounting Complaints, including but not limited to the following:

- Fraud against investors, securities fraud, mail or wire fraud, bank fraud, or fraudulent statements to government agencies or others outside the Company;
- Violations of rules and regulations applicable to the Company and related to accounting, internal accounting controls and auditing matters;



ACCOUNTING AND FINANCIAL PRACTICES (continued)

Accounting Complaints (continued)

- Intentional error or fraud in the preparation, review or audit of any financial statement of the Company (including all parent and subsidiary entities); and
- Significant deficiencies in or intentional noncompliance with the Company's internal accounting controls.

Reporting of Accounting Complaints

Associates are encouraged to submit Accounting Complaints and any other concerns regarding questionable accounting or auditing matters directly to the General Counsel or the Company's Ethics Line:

General Counsel

GeneralCounsel@advantagesolutions.net

949-797-3162

Company's Ethics Line

www.ethicspoint.com

1-888-325-7882

The General Counsel will promptly forward to the Chairman of the Legal Compliance Committee any Accounting Complaints received by the General Counsel. If requested by the associate, the Company will protect the confidentiality and anonymity of an associate submitting an Accounting Complaint to the extent possible, consistent with the need to conduct an adequate review and investigation.

Associates submitting Accounting Complaints need not provide their name or other personal identifying information. As described in the "Reporting" section, the Company has contracted with an independent third party provider to provide a means for associates to submit anonymous and confidential Accounting Complaints. However, associates are encouraged to provide as much detail as possible to help further a comprehensive and effective investigation.

All associates are required to forward to the Chairman of the Legal Compliance Committee and/or the General Counsel any complaint received from a third party regarding accounting, internal accounting controls or auditing matters. Clients, customers, vendors and other third parties external to the Company also have the opportunity to submit Accounting Complaints directly. The Company is not obligated to keep Accounting Complaints from non-associates confidential nor to maintain their anonymity.



ACCOUNTING AND FINANCIAL PRACTICES (continued)

Reporting of Accounting Complaints (continued)

As with any reporting under this Code or any other exercise of rights under applicable law or Company policy, the Company prohibits and will not tolerate any retaliation against associates who submit Accounting Complaints in good faith.

Treatment of Accounting Complaints

Accounting Complaints will be reviewed under the direction of the Legal Compliance Committee and the oversight of the General Counsel or such other persons as the Legal Compliance Committee determines to be appropriate. The Legal Compliance Committee will determine whether members of management, or external auditors, legal counsel, or other third parties, need to participate in such review. The Legal Compliance Committee may designate the General Counsel or other legal counsel to review and/or investigate any Accounting Complaint and report to the Legal Compliance Committee (with the assistance or such other associates, outside counsel, advisors, experts or other third party service providers as may be appropriate or necessary).

If the Legal Compliance Committee determines it to be necessary, the Company shall provide appropriate funding, as determined by the Legal Compliance Committee, to obtain and pay for additional resources that may be necessary to conduct an investigation, including but not limited to outside counsel and independent accountants.

The Legal Compliance Committee shall report to the full Board of Directors all substantiated violations of applicable accounting or financial policies, and all other material issues and concerns regarding the Company's accounting and financial practices, uncovered as a result of an Accounting Complaint, together with any disciplinary or corrective action that the Legal Compliance Committee has recommended or directed to be taken.

The Legal Compliance Committee shall on an on-going basis evaluate the effectiveness of the Company's procedures for receiving, analyzing and investigating Accounting Complaints, and shall make any improvements and modifications to such procedures as the Legal Compliance Committee may deem necessary or appropriate.

All reports and records associated with Accounting Complaints are to be treated as confidential information of the Company. Access to such materials will be restricted to members of the Legal Compliance Committee, the Board of Directors, the Company's legal counsel, and others involved in reviewing and investigating Accounting Complaints as contemplated by these procedures. Access to such materials may be granted to other parties at the discretion of the Legal Compliance Committee. Accounting Complaints and related investigations, reports and remedial actions



ACCOUNTING AND FINANCIAL PRACTICES (continued)

Treatment of Accounting Complaints (continued)

will generally not be disclosed to the public except as required by applicable law or regulation. All documents and materials related to any Accounting Complaint shall be retained by the Company in accordance with the Company's Records Retention Policy, and after the applicable time periods such materials will be destroyed unless the information may be relevant to any pending or anticipated litigation, inquiry or investigation, in which case the information will not be destroyed but will be retained for the duration of such litigation, inquiry or investigation and thereafter as necessary.



RECORDS MANAGEMENT AND RETENTION

The Legal Department has Company-wide responsibility for developing, administering and coordinating the Company's Record Management and Retention program, and issuing retention guidelines for specific types of documents. All records, including but not limited to accounting and financial records, must be maintained in compliance with applicable statutory, regulatory and contractual requirements, as well as prudent business practices. For specific information on record retention Associates can find the policy located on the Legal Department's Advantage Connects home page.



BUSINESS COURTESIES

Gifts, favors and entertainment may be given **ONLY** if they are consistent with customary business practices; are not excessive in value; cannot be construed as a bribe or payoff (see the section of this booklet entitled "Business Inducements"); do not violate applicable law or ethical standards; and will not embarrass the Company or the associate if publicly disclosed.

Gifts, favors, entertainment (including trips) or other courtesies may not be accepted by associates from any person or organization that has or seeks to have a business relationship with the Company, or is a competitor of the Company – except as common courtesies usually associated with customary business practices, when the value involved is not significant and when the courtesy clearly will not create an obligation to or expectation on the part of the donor. The only exception to this policy is that associates may accept such courtesies from a client when the courtesy is in connection with and specifically pursuant to a performance-based program officially authorized by the client and approved by the Company's division business leader.



BUSINESS INDUCEMENTS

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

The Company does not permit or condone bribes, kickbacks or any other illegal, secret or improper payments, transfers or receipts. This prohibition applies both to the giving and receiving of such inappropriate payments or gifts.

No associate shall offer, give or transfer any money or anything else of value for the personal benefit of an associate or agent of another business entity for the purpose of obtaining or retaining any business which the business entity itself would not otherwise provide; receiving any kind of favored treatment which the business entity itself would not otherwise provide; or inducing or assisting such associate or agent to violate any duty to his or her employer or to violate any law. The U.S. Foreign Corrupt Practices Act strictly forbids the making of any payment, directly or indirectly, in cash or any other form that has value, to acquire, retain, or otherwise obtain business or acquire an improper advantage.

Lawful business-inducement payments (which by definition do not violate the foregoing proscription) must be reasonable in value, competitively justified, properly documented and made to the business entity to which the original sales agreement or invoice was made/issued. They should not be made to individual officers, associates or agents of such entity or to a related entity, except that payments or transfers may be made to associates of trade customers in connection with and specifically pursuant to performance-based promotional programs officially authorized by clients and approved by the Company's division business leader – **PROVIDED** the payment or transfer is made openly and is disclosed to and authorized by the client, customer, or supplier.



CONFLICTS OF INTEREST

The Company relies on the good faith of its associates in the exercise of their responsibilities to the Company. All business judgments on behalf of the Company should be made by associates on the basis of such trust and in the Company's best interests. The purpose of this policy is to provide guidance to help associates avoid situations in their personal activities which are, or appear to be, in conflict with their responsibilities to the Company.

Although it is impractical to attempt to define every situation which might be considered a conflict of interest, associates should generally avoid any situation that may involve a conflict between their personal interests and the interests of the Company. In dealings with current or potential clients, customers, suppliers and competitors, associates should act in the best interests of the Company and to the exclusion of their own personal advantage. Each associate shall make prompt and full disclosure in writing to their Human Resources contact of any situation which may involve a conflict of interest. This includes:

- Ownership by the associate or a family member of a financial interest in any outside enterprise which does or seeks to do business with, or is a competitor of, the Company.
- Serving as an officer or partner or in any other role in any outside enterprise, which is in competition with the Company.
- Any other arrangement or circumstance, including family or other personal relationships, which might influence or affect the associate's ability to act in the best interests of the Company as described in the Company's Nepotism Policy.

A conflict may also exist when an associate engages in a personal venture which prevents him or her from devoting the time and effort required by his or her position with the Company, or where the associate stands to benefit personally at the expense of the best interests of the Company.



CONFLICTS OF INTEREST (continued)

An associate shall not appropriate to himself or herself, or to any other person or outside organization, any benefit or opportunity which comes from knowledge gained in the course of employment with the Company. Associates are required at all times to comply with the requirements of the written agreement signed at the time they commenced employment with the Company prohibiting unauthorized disclosure of confidential information and misappropriation of the Company's tangible and intangible assets.

Outside Employment

Associates must not engage in outside employment or activities (including without limitation, sole proprietorship, consultancy, or independent contractor arrangement (collectively, "Engagement") that would have a negative impact on their job performance, or which are likely to conflict with their employment obligations to the Company (including those pertaining to the Company's clients, customers, vendors, or other business partners). Associates are required to notify their supervisor of any outside employment or Engagement which they undertake. Outside employment and Engagement may require approval from the VP of Human Resources or the General Counsel, on a job specific basis.

Associates who wish to perform work for any business or entity with which the Company does business or which competes with the Company must obtain approval for any such work relationship from their Human Resources contact or the Legal Department prior to accepting the outside employment or Engagement.

To the extent any such outside employment or Engagement existed prior to employment with the Company, associates are obligated to disclose any such commitment during the application process and prior to accepting any offer of employment with the Company. Failure to do so, as well as failure to notify the Company of any potential conflict which arises during one's employment with the Company, may result in disciplinary action, up to and including termination of employment.



CONFIDENTIAL INFORMATION

From time to time every associate may possess or have access to information that is private to the Company or its clients, customers or other third parties, and has not been generally disclosed to the public. This kind of information is confidential. Unauthorized disclosure of confidential information is prohibited during employment with the Company, and following any separation of such employment, so long as the information remains confidential.

Confidential information is as much a Company asset as equipment or money, and unauthorized release of information has serious implications. Examples include information about clients, customer, suppliers and competitors; product information; technologies and concepts; business strategies and plans; process systems; procedures; engineering; research and development activities; data stored on any computer system; computer software; financial information; corporate policy manuals; organization charts; and personnel information pertaining to associates of the Company as well as its clients, customers and other business partners. Confidential information must not be disclosed to anyone in the Company who does not have a business need to know or to anyone outside of the Company, except in accordance with established Company procedures. All material and information obtained or developed by an associate as part of the associate's work assignment, either alone or in concert with other associates or third parties, is considered the property of the Company and is subject to the requirements of this Code and other legal and contractual restrictions.



PROTECTION OF ASSETS

The ability of the Company to meet our commitments to clients, customers, suppliers, associates, investors and the community depends on efficient use of resources and assets – including technology, data (i.e., information), buildings, land, equipment, money and the time and talent of associates. No associate shall participate or assist in, or condone by inaction, the misuse of Company assets.

The backbone of the Company as a competitive business is our ability to represent our clients. As part of our representation, our clients (and sometimes our customers) entrust us with funds, information and other assets of their own. Therefore, all standards, which relate to the protection of Company assets apply equally to assets entrusted to us by others.

Client funds are an example that requires special note. All client funds and other property shall be used solely for the benefit of that client. All disbursements must be lawful and consistent with instructions provided by the client and with the Company's accounting policies and procedures. Transactions concerning the funds or account of a client, including the purchase and distribution of premiums, must be clearly authorized and properly and promptly recorded.

Diverting client products is also a form of misappropriation of client assets. Diversion occurs when products sold by the Company are distributed into markets or sold to customers other than originally intended in violation of a contract, law or regulation. The Company forbids knowingly engaging in transactions that facilitates or results in unlawful diversion. Any questions or concerns an associate may have about product diversion should be directed to their immediate supervisor, management team member, Human Resources contact, or the Company's Ethics Line.

Also essential to our success as a Company is our ability to develop and increasingly use state-of-the art technology in day-to-day operations. Failure to maintain control of our technological edge could cause us irreparable harm. As associates, we are all responsible for guarding our technology against unauthorized disclosure. This applies to technology developed or purchased by us or entrusted to us by clients, customers or suppliers.

People often don't think of intangibles – such as information – when they think about property which has to be protected. However, failure to protect information can have disastrous consequences. Strictly prohibited is the unauthorized possession, use, alteration, destruction or disclosure of confidential information (such as business strategies, unannounced new products,



PROTECTION OF ASSETS (continued)

marketing strategies, research results, financial projections, customer lists, or associate information), whether Company information or information of a client, customer or supplier that has been entrusted to us. Confidential information may not be given or released, without proper authority, to anyone not employed by the Company or to an associate who has no need for such information. It may also not be used for the personal profit of the associate or of anyone as a result of association with the associate (for example, such information may not be used in connection with the buying or selling of stock or other securities in any company). These restrictions apply whether the information is in written or electronic form or is simply known by us as associates.

The unintentional disclosure of confidential information can be just as harmful as intentional disclosure. Do not discuss confidential information even with other Company associates if you are in the presence of others who are not authorized – for example, at a trade show reception, or in a public area such as an airplane. This also applies to discussions with family members or with friends, who might innocently or inadvertently pass the information on to someone else.

Other examples of prohibited use of assets include unauthorized use, and misrepresentation of logos, names brands, and proprietary information, materials of the Company or its clients, customers or other business partners. In addition, the appropriation, possession or personal use of technology, software, computer, communications and copying equipment or office supplies must be used in accordance with the Company's policies and procedures.



COMPETITION AND OTHER LAWS

The purpose of competition laws, which may also be known as antitrust, monopoly, fair trade or cartel laws, is to prevent interference with the functioning of a competitive market system.

Under these laws, companies may not enter into agreements or arrangements with other companies, however informal, that unlawfully restrict the functioning of the competitive system. A good example of such a prohibited agreement is one between competitors to charge the same price for their products or to boycott customers.

Companies may also violate competition laws without acting jointly with other companies, for example by taking actions which unlawfully restrict the competitive process – especially in the area of pricing. In this context “pricing” covers all relevant terms of sale, including advertising, promotions, product displays and other forms of allowances, services or facilities extended directly or indirectly to customers. Generally, all such terms must be extended to all competing customers (whether direct or indirect through distributors) on proportionally equal terms. All associates whose responsibilities are such that they are involved in pricing and other customer-related decisions are expected to maintain a basic familiarity with the principles and purposes of competition laws, and to refrain from any activity that might give rise to possible violation.

A company can also run afoul of the law by engaging in competitive intelligence. While collecting data on our competitors, we should utilize all legitimate resources, but avoid those actions which are illegal, unethical or which could cause embarrassment to the Company. Proprietary information of others shall not be accepted from any source, either directly or indirectly, in circumstances where there is reason to suspect that the release, use or disclosure of such information is unauthorized.

The provisions of the competition laws apply to both formal and informal activities and communications. Associates involved in trade association activities or in other situations allowing for less formal communication among competitors, clients, customers or suppliers must be especially alert to the requirements of the law.



COMPETITION AND OTHER LAWS (continued)

The laws regulating competition are extremely complex, and frequently may be unclear in their application to any particular action. To avoid violations, companies must take into account the purpose of the particular action, its effect on competitors and competition, its business justification, and other factors to ensure that the action is not unlawfully affecting competition. This complexity can obviously make it very difficult to determine the scope of legally acceptable activity. Therefore, any questions or concerns an associate may have about competitive activity must be discussed and resolved with the Company's Legal Department.

The Company is also subject to many other laws, rules and regulations, many of which are discussed in the Company's policies and procedures. These include but are not limited to laws regarding consumer protection and advertising, employment discrimination and reasonable accommodation, immigration, import-export control, sexual and other unlawful harassment, wage and hour laws, infringement of intellectual property rights, product safety and recalls, privacy and identity theft, workplace safety and security, and others. The Company's associates are required to comply with all applicable laws, rules and regulations in all activities they undertake on behalf of the Company or in connection with their employment with the Company. Any suspected failure to comply with applicable laws, rules and regulations is a violation of this Code and must be reported as provided herein.



POLITICAL CONTRIBUTIONS

Associates may not make any contribution of Company or client funds or services to any political party or committee, or to any candidate for or holder of any office of any government, unless such contribution is expressly permitted by law and has been pre-approved in writing by the appropriate, authorized representative of the client and the Company's Chief Financial Officer and the General Counsel. This prohibition covers not only direct contributions but also indirect assistance or support of candidates or political parties through the purchase of tickets to special dinners or other fund-raising events, and the furnishing of any other goods, services or equipment to political parties or committees.

No direct or indirect pressure in any form is to be directed toward associates to make any political contribution or participate in the support of a political party or the political candidacy of any individual.



SAFE AND PROFESSIONAL WORK ENVIRONMENT

Associates of the Company must all work to maintain a safe and healthy work environment. This means associates are required to follow all safety rules and procedures, observe posted safety-related signs and use prescribed safety equipment. Associates should immediately report any unsafe conditions or activities.

All associates of the Company should be able to work in a discrimination-free and harassment-free environment. To that end, the Company is committed to providing a work environment that is free from all forms of discrimination and harassment based on legally protected categories (including but not limited to race, gender, age, religion, color, national origin, sexual orientation, and disability) and legally protected activities (including but not limited to reporting unlawful conduct and exercising one's legal rights); and all associates are held accountable for complying with these requirements. In keeping with this commitment, not only must our personnel actions (which includes recruiting, hiring, compensation, evaluations, transfers, promotions, corrective actions, discipline, terminations and staff reductions) be made in a fashion that complies with non-discrimination requirements found in the laws and policies that govern our workplace; but we must also encourage associates to safely raise any concerns of non-compliance with these expectations.

The Company expects all associates to treat one another, as well as the Company's clients, customers, and other business partners with dignity and respect; likewise, we hold our business partners to the same expectations as it relates to the treatment of our associates. Concerns of any such mistreatment should be freely raised through the appropriate Reporting Channels identified elsewhere in this Code.

Please refer to the Company's policies and procedures for additional guidance on maintaining a safe, productive, and professional work environment



ENVIRONMENT

The Company is committed to promoting and maintaining environmentally responsible practices for the benefit of our clients, consumers, associates, and the communities in which we work. The Company will conduct and grow our business in a manner that protects the environment and demonstrates good stewardship of our world's natural resources. The Company encourages conservation, recycling and energy use programs that promote clean air and water reduce landfills and replenished the planets natural resources. We will follow applicable environmental laws and regulations in the countries where we perform our services.