



Employee Handbook

Multi State Version

January 2021

Welcome Statement & About This Handbook

For those of you starting employment with SitusAMC and its subsidiaries (collectively, for the purposes of this handbook “us”, “we” or the “Company”), let us extend a warm and sincere welcome. For those of you who have been with us over the years, “thank you” for your hard work.

This handbook, including any applicable state supplement (“Handbook”) is intended to assist you in finding answers to many of the most frequently asked questions regarding Company policies, procedures, and benefits. Of course, all employees should feel free to ask their managers or the Human Resources Department (“HR”) any questions regarding the above or anything contained herein. Please note that the Company has the right, with or without notice, in an individual case or in general, to change and/or modify any of its guidelines, policies, practices, working conditions or benefits, or any interpretation thereof, at any time, unless otherwise restricted by applicable law. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, many matters covered by this Handbook, such as employee benefits, are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any manager, supervisor or team leader.

NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR REASON. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE CEO. THIS NOTICE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.

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Section 1: Diversity & Inclusion Policies

1.0 Diversity & Inclusion Overview

SitusAMC is a global company, and wherever we operate, and across every part of our business, we strive to create an inclusive environment which embraces difference and fosters inclusion. This Diversity and Inclusion Policy applies to all Company employees.

Policy Statement and Requirements

The Company embraces and supports our employees' differences in age, ethnicity, gender, gender identity or expression, language differences, nationality or national origin, family or marital status, physical, mental and development abilities, race, religion or belief, sexual orientation, skin color, social or economic class, education, work and behavioral styles, political affiliation, military service, caste, and other characteristics that make our employees unique.

Our commitment to diversity and inclusion aligns with our values and is reflected in our global Code of Conduct. Diversity and inclusion are sponsored at the highest levels in the Company and initiatives are applicable—but not limited—to our practices and policies on mobility, recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of equity that ensures:

- Diversity is recognized as a business interest, with every level of the organization holding responsibility.
- Communication is respectful between all employees regardless of title or level.
- Insights of diverse groups are sought and welcomed; employees are not alienated or excluded because they don't fit into a set of cultural norms.
- An environment where employees feel that their background and lifestyle do not affect perceptions of them as a professional or affect their opportunities for development and promotion.
- Flexible working practices are available where appropriate, as there is an appreciation that not everyone can and will work the same hours or in the same way. This removes disadvantage and discrimination to participation in work.
- The diversity of our workforce is visible at every level of the organization and in every business area.
- Employees are aware of their own unconscious and conscious bias and know how to ensure this does not manifest itself at work. In respecting and valuing the diversity among our employees, and all those with whom we do business, managers and employees are expected to ensure that there is a work environment free of all forms of discrimination and harassment.

Managers Responsibilities

- Implementing this Policy as part of their day-to-day management of employees and in applying policies and practices in a fair and equitable way.
- Recognizing unacceptable behavior and taking immediate appropriate action.

Employees Responsibilities

- Implementing this Policy in their day-to-day work and their dealings with coworkers, business partners, and clients.
- Notifying their line manager or senior management of any concerns regarding the conduct of other employees. For concerns regarding discrimination or harassment, reports should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement.

1.1 Equal Employment Opportunity and Affirmative Action

SitusAMC is an Equal Opportunity Employer and does not discriminate on the basis of actual or perceived race, color, creed, religion, alienage or national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, relationship to or association with a protected veteran, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Our management team is dedicated to the enforcement of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

In furtherance of the Company's Equal Employment Opportunity policy, SitusAMC will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separate veterans, other protected veterans, Armed Forces service medal veterans, and qualified persons with disabilities are introduced into our workforce and considered for promotional opportunities.

It is also SitusAMC's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. Also, SitusAMC will safeguard the fair and equitable treatment of protected veteran spouses and family members regarding all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran.

This policy has the full support of SitusAMC's Chief Executive Officer. The Vice President of HR – Affirmative Action has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide SitusAMC's Affirmative Action Program.

The Company will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) physical or mental disability; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of the Company's business and/or business operations. If you would like to request an accommodation, please contact HR (HRhelpdesk@situsamc.com) for assistance.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of HR. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation

Prevention policy as well as any procedures set forth in any applicable state supplement. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

1.2 Discrimination, Harassment & Retaliation Prevention

The Company does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Discrimination Defined

Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual’s actual or perceived protected characteristic.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone’s way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual’s employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- Unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement.
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment.
- Obscene or vulgar gestures, posters, or comments.
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies.
- Propositions, or suggestive or insulting comments of a sexual nature.
- Derogatory cartoons, posters, and drawings.
- Sexually-explicit e-mails or voicemails.
- Uninvited touching of a sexual nature.
- Unwelcome sexually-related comments.
- Conversation about one's own or someone else's sex life.
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
- Teasing or other conduct directed toward a person because of the person's gender.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures

The following steps have been put into place to ensure the work environment at the Company is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the employee's manager or HR. HR can be reached at HRhelpdesk@situsamc.com or by contacting your local HR Business Partner. Written complaints can be submitted internally using the form provided with this policy. If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact their local HR Business Partner immediately. Alternatively, SitusAMC has an anonymous Compliance Hotline to report any issues or violations anonymously, which can be accessed either via a toll-free number that you can call in the US at 1-800-462-0334 and at 0-800-088-5864 in Europe, or online, at <https://www.mycompliancereport.com/>. Please refer to the Compliance Reporting Issues and Concerns Policy on Atlas to obtain further guidance on the use of this hotline.

Every supervisor who learns of any employee's concern about conduct in violation of this policy or our Equal Employment Opportunity Policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy must immediately report the issues raised or conduct to senior management) or to any other member of HR.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy or our Equal Employment Opportunity policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy or our Equal Employment Opportunity policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

* * * *

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy or our Equal Employment Opportunity policy.

Section 2: Working at the Company

2.0 Hiring Policy

Applicants selected to be considered for Company job openings will be interviewed by the Talent Acquisition department and/or the hiring manager depending on the position. All applicants must submit an application and/or resume detailing background and experience. Any applicable skills tests for the job will be administered as part of the interview process if applicable.

Following a decision to hire the applicant, the Company will make an offer of employment contingent on the applicant agreeing to acknowledge Company policies in writing, consenting to and passing the background investigation, drug screening and any other condition required for the position or by the Company, to the extent permitted and in accordance with applicable law.

Following acceptance of an offer of employment, all new employees will be given a start date and, if applicable, location to report for orientation and training. During the orientation, the employee will be trained, among other things, on security and privacy, anti-bribery, workplace rules, sexual harassment, department policies and procedures, and other information about their position.

Company documentation, including the Employee Handbook, IT Handbook and other policies and documents, must be signed before actual work is performed. An I-9 form must be completed, and documents submitted demonstrating an employee's ability to work lawfully in the United States in compliance with the Immigration Reform and Control Act of 1986. An automated new hire checklist is performed throughout the onboarding process for each new hire to ensure all required forms and acknowledgements have been signed and completed. In the event information is inadvertently omitted during onboarding, the Company will require that information be provided retroactively.

2.1 Background & Reference Checks

To ensure that individuals who join the Company are well qualified to meet client expectations and associated contractual requirements, and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct employment background checks on all applicants who accept an offer of employment with the Company, to the extent permitted and in accordance with applicable law.

The Company reserves the right to conduct background checks on all existing employees at least annually, or more frequently as may be needed to meet specific client or client engagement requirements, if a reassignment or position change occurs, or to determine eligibility for promotion within the Company. Employees with a break in service of sixty days or more shall be required to undergo a background check before rehiring and/or reassignment. Background checks may be for as far back as permissible by applicable local, state and federal law to ensure compliance with our client contracts or applicable regulatory requirements. Background checks may include verification of any information on the applicant's resume or application form.

Additionally, all staff members are subject to:

- Employment reference checks with prior employers;
- Completion of a criminal background check; and
- Other appropriate screenings as may be required or conducted by the Company or its clients.

While background checks will include a criminal record check, a criminal conviction does not automatically bar an applicant from employment. In reviewing criminal history records that disclose prior criminal convictions, the Company will conduct an individualized assessment considering various factors, including, but not limited to: (1) the nature and seriousness of the offenses for which the candidate has been convicted; (2) the number of such offenses and (3) whether such convictions are related to the duties of the position.

All offers of employment are expressly conditioned on receipt of a background check report that is acceptable to the Company, in its sole and absolute discretion. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, and applicable local, state and federal laws. Reports are kept confidential, in accordance with applicable data protection laws, and are only shared with individuals involved in the hiring process, and, where directed and permitted by applicable law, by a SitusAMC Client.

If information obtained in a background check results in the Company denying employment, a copy of the report will be provided to the applicant/ employee, and the applicant/ employee will have the opportunity to dispute the report's accuracy. Additional documents will be provided and steps will be taken prior to denying employment to the extent required and in accordance with applicable law.

Additional checks such as a driving record or credit report may be made on applicants/ employees for particular job categories if appropriate and job related and permitted by applicable law.

Background check results will be retained by the Company throughout the duration of employment and for a minimum of five (5) years after an employee's separation from the Company. As noted herein, evidence of employee background screening, including results of such screenings, may be shared with a SitusAMC client upon said client's request to the extent permitted by applicable law.

2.2 Classifications

For the purposes of this Handbook, all employees fall within one of the classifications below:

- **Regular Full-Time Exempt Salary ("Salary Exempt"):**
Employees who are expected to work and regularly work at least forty (40) hours per week who were not hired on a short-term basis. Exempt Salary employees are paid a predetermined, agreed-upon salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law.
- **Regular Full-Time Non-Exempt Salary ("Salary Non-Exempt")**
Employees who are expected to work and regularly work at least forty (40) hours per week who were not hired on a short-term basis. Non-Exempt Salary employees are paid for every hour worked, including overtime hours worked, with the base salary covering the first (40) hours worked each workweek.
- **Regular Non-Exempt Non-Salary Onsite and Remote ("Full-Time Hourly")**
Employees who are expected to work forty (40) hours a week when work is available on an agreed upon fixed schedule but are not guaranteed forty (40) hours or more of work per week and may regularly work more than or fewer than forty (40) hours per week. Generally, these Employees are expected to work at least thirty (30) hours per week on average throughout the course of a twelve-month period to qualify for health insurance benefits. These individuals have not been hired on a short-term basis at the onset of their engagement, although the length of their employment may end up being short-term.
- **Regular Part-Time Non-Exempt Non-Salary ("Part-Time")**

Employees who remote to a physical SitusAMC site and are not guaranteed forty (40) hours or more of work per week and may regularly work fewer than 40 hours per week. These employees are usually paid on a part-time, per-file or per-project variable- rate basis. These individuals have not been hired on a short-term basis, although the length of their employment may end up being short-term. While they do receive all statutory benefits, these employees are not eligible to participate in Company benefits including medical benefits, except that they will be eligible for medical benefits if they regularly work (30) hours per week on average throughout the course of a twelve-month period.

- **Temporary Non-Exempt Short-Term ("Temporary")**

Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. A temporary employee may work a full-time or part-time schedule. While they do receive all statutory benefits, these employees are not eligible to participate in Company benefits including medical benefits, except that they will be eligible for medical benefits if they regularly work (30) hours per week on average throughout the course of a twelve-month period.

Notes

As noted above, all employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law.

Employees are informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee's employment as a result of a promotion, transfer or otherwise, management will inform the employee of any change in the employee's job classification.

2.3 Orientation & Introductory Period

During your first few days of employment, you will receive important information regarding the performance requirements for your position, basic SitusAMC policies, compensation and benefits programs, plus other information necessary to acquaint you with your job and the Company. You will be asked to complete all necessary paperwork at this time, such as benefit plan enrollment forms, a restrictive covenant agreement, and appropriate tax forms. You will also be required to present the Company with information establishing your identity, your eligibility to work in the United States in accordance with applicable law, and your satisfaction of all applicable licensing requirements. The Company requires, as a condition of employment, that all employees complete the above orientation, including filling out all required forms, and providing identity and eligibility information in a timely manner. Please note that failure to do so is grounds for dismissal. Please use this time to familiarize yourself with the Company and our policies and benefits. We encourage you to ask any questions you may have so that you will understand all the guidelines that affect and govern your employment relationship with the Company.

The first three months of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed by the Company. The Company may extend the introductory period if it desires, in its sole discretion. The introductory period, including the completion thereof, does not alter an employee's at-will status and the existence of an introductory period does not in any way alter the Company's rights to terminate your at-will employment at any time during or after the introductory period.

2.4 Continuous Performance Management

Through the methodology of Continuous Performance Management (CPM), the Company committed to

creating an environment where each of you are empowered to be the very best you can be; because the better we are as individuals, the better off we are as a company. It is a true win-win culture, and it is how we will continue to deliver exceptional results for our clients. Through CPM, all employees should receive regular feedback, provide workflow updates, and meet with their managers for frequent one-on-one meetings that cover goal progression, career planning, and coaching on both strengths and developmental areas.

In addition, SitusAMC uses the Objective / Key Results (OKR) Methodology as a primary strategy to inspire and focus on accountability. We utilize Lattice, an OKR and people management platform. Lattice is a cloud-based tool that centralizes company and individual's OKRs and provides a transparent way to share, manage and measure success. The platform is also a way for you and your manager to focus on your professional growth, provide support and maximize your potential.

Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the sole and absolute discretion of management. In general, the Company considers, among other criteria, the overall performance of the Company, the employee's performance in absolute and relative terms, their department's performance, compliance with legal and regulatory requirements and internal guidelines, and external market factors in awarding bonuses. In addition to these formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis.

Bonuses

Employees must be actively employed by the Company and in an eligible role at the time the bonus is scheduled to be paid in order to be eligible for a bonus, to the maximum extent permitted by applicable law. Whether or not an employee receives a bonus and, if so, the amount of the bonus is at the sole and absolute discretion of the Company management.

2.5 Internal Promotions and Transfers

The Company aims to support the investment in its employees and to reward those who perform well. The Company will generally post job openings in-house via email, notifying all staff of available positions. Open positions may be simultaneously posted both in-house and externally. Nonetheless, the Company reserves the right to seek to fill open positions solely from external sources.

The Company will consider promotions and transfers for employees based on experience, performance and workplace conduct. Criteria used to evaluate candidates for promotion or transfer include, but are not limited to:

- Experience in the job or tenure with the Company.
- High performance level in recent review cycles.
- Skillset that matches the minimum requirements of the new role.
- Personal motivation and willingness for a change in responsibilities.
- Other factors as may be deemed necessary for the position.

Interested employees must respond to the email with their updated resume, unless otherwise directed by the posting. Employees must be in good standing with the Company in their current position for a minimum of six months before applying for another internal position. They should also notify their supervisor if they are considering applying for another position within SitusAMC. Management typically will review each resume submission and will subsequently interview qualified candidates. Once management has decided which employee will receive the promotion or transfer, they generally will notify the interested candidates that applied for the particular position that the position has been filled.

2.6 Your Employment Records

Upon application, hiring and / or onboarding, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file current by informing HR of any changes. Also, please inform HR of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

You must contact HRhelpdesk@situsamc.com to discuss relocations out of your approved state of hire. The Company does not operate in all states and may not be able to continue your employment in an unauthorized state.

Your personnel file may not be reviewed and/or copied by you unless required by applicable state law in the governing jurisdiction of your employment.

2.7 References

The Company will respond to reference requests through the Human Resources department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information, whether formal or informal, must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources department, including any requests received through Social Media or other non-traditional outlets.

Only the Human Resources Department may provide references. Violators of this policy may be subject to disciplinary action, up to and including discharge.

2.8 If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your supervisor and/or Human Resources with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, phones, fax machines, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information, as referenced in Section 8.4, upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

Employees who leave the Company in good standing with notice as requested above may be considered for rehire. Employees who are involuntarily terminated by the Company for cause or who resign in lieu of termination may be deemed ineligible for rehire. In addition, employees who resign without providing notice as requested above or who abandon their job may or may not be considered for rehire, depending on the circumstances of their separation. Former employees must follow the normal application and hiring processes and must meet all minimum requirements and qualifications for the position, including any qualifying exams or tests. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law.

Section 3: Work Hours & Compensation

3.0 Working Hours & Schedule

The Company may utilize employee shifts, as specified by department management, which generally run Monday through Friday or such other schedule as may be determined by the Company in its sole discretion or agreed upon in writing by you and the Company which may or may not be part of a larger Company work schedule. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, we may need to occasionally change / modify individual work schedules on either a short-term or long-term basis.

3.1 Telecommuting

The following is the Company's general Telecommuting Policy. This policy is not intended to change the terms of any existing Telecommuting arrangements that are currently in place in our various business units. The top-level executive for each business unit is responsible for the Telecommuting eligibility and terms of their business unit, however the Telecommuting Rules outlined below in Section B, are to be adhered to by anyone in any type of telecommuting arrangement.

A. General Telecommuting Policy:

A telecommuting arrangement, i.e. working from one's primary residence, must be approved in writing by Company management, and may be approved, modified, reversed or rejected in the Company's sole and absolute discretion, unless otherwise restricted by applicable law. Such telecommuting arrangements are subject to client requirements, including requirements for certain positions and/or staff on particular engagements to perform work solely in a SitusAMC facility. In general, the Company expects its employees who live in a market in which the Company has an office to attend work at the office; however, reasons to establish a telecommuting arrangement may include, but are not necessarily restricted to, the following:

- The position is classified as "Remote" in the job description or offer letter;
- Employee classification as Part-Time;
- To obtain additional work hours as permitted by the employee's supervisor;
- Unique family or personal situations; and / or
- The Company not having an office within twenty-five (25) mile radius of an employee's home.

Should an office-based employee move outside of the 25-mile radius of the office to which they are assigned, the employee may be required to continue reporting to the office. Employees must obtain prior, written approval by both HR and their manager in order to work remote in these cases. If a telecommuting employee moves within twenty-five (25) miles of an office location, the Company may require that individual to report to an office.

B. Telecommuting Rules:

The Company may modify and/or terminate a telecommuting arrangement at any time for any reason in its sole and absolute discretion, unless otherwise restricted by applicable law. If an employee's performance during the telecommuting arrangement is not meeting the Company's expectations, or if such employee

does not have a home office set-up conducive to conducting the work required by the Company, SitusAMC may require that such individual only perform work in a SitusAMC office. Any employee's failure to adhere to an in-office work schedule as may be required by the Company will result in disciplinary action up to and including termination from the Company.

The employee and their manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. For example, a telecommuting employee taking a break should inform their respective manager unless said manager has already approved such breaks in normal course and/or such breaks are in accordance with other SitusAMC policies. Changes to this schedule must be reviewed and approved in advance by the employee's manager. The employee must be accessible by phone and e-mail within a reasonable time period during the agreed upon work schedule and as populated in the employees Availability in Clarity if applicable. Lack of responsiveness during normal business hours may result in disciplinary action up to and including termination of employment with the Company. When a non-exempt employee experiences downtime during the Company's business hours, resulting from conditions at the employee's remote location, whether due to internet service provider connectivity or other issues which prevents the remote employee from conducting work during business hours, the missed time will be unpaid.

If approved for telecommuting, the employee will establish an appropriate work environment within their home for work purposes. The Company will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space, unless otherwise required by applicable law. The telecommuting employee is responsible for setting up a workstation designed for a safe work environment consistent with the standards of a SitusAMC worksite, that, among other things, ensures the confidentiality and security of the Company and its clients' information. The telecommuting employee is responsible for notifying the Company of injuries in accordance with the Company's worker's compensation procedures.

Employees are advised that working from home may affect the provisions of any home contents insurance and employees are advised to inform their insurer, if required, prior to commencing working from home. Employees are liable for any injuries sustained by visitors to their home worksite. In exchange for permission to telecommute under this policy, an employee will be required to indemnify and hold harmless the Company for any losses, including reasonable attorneys' fees, related to any injuries sustained by visitors to the employee's home worksite.

Telecommuting is not designed to be a replacement for appropriate child or elder care. Although an individual employee's schedule may be modified to accommodate childcare or other family needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a telecommuting arrangement.

An appropriate level of communication between the telecommuter and supervisor/manager will be agreed to as part of the telecommuting arrangement. Evaluation of telecommuter performance will include interaction with the employee's supervisor/manager and the quality and quantity of work performed while telecommuting.

The Company will determine the appropriate equipment needs (including hardware, software, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. Equipment supplied by the Company will generally be maintained by the Company. Equipment supplied by the employee shall be identified in writing to the Company, and, if deemed appropriate by the Company, may be maintained by the employee where and when requested by the Company, unless otherwise prohibited by applicable law. The Company accepts no responsibility for damage or repairs to employee-owned equipment, unless otherwise required by applicable law. The Company reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only.

Consistent with the Company's policies and its expectation of information security for employees working at a SitusAMC office, a telecommuting employee will be expected to ensure the protection of proprietary

Company and client information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

The employee's compensation, benefits, work status, work responsibilities, the amount of time the employee is expected to work per day or per pay period, and required compliance with the then current Company policies and procedures, including, but not limited to those contained in the Employee Handbook, IT Handbook and Privacy Policy will not change due to participating in the telecommuting program (unless otherwise agreed to in writing).

Employees are not permitted to telecommute outside of the United States. Employees may not be permitted to telecommute from some states. Please contact HR for an updated list of states that the Company currently operates in.

Violation of the terms and conditions of a telecommuting arrangement will result in disciplinary action, up to and including termination of employment.

3.2 Rest & Meal Breaks

The following are general guidelines regarding rest and meal breaks. Additional and/or modified rest and meal breaks will be provided to all employees to the extent required and in accordance with applicable state law.

Rest Breaks: General Policy

Subject to applicable state law, each employee is required to take one (1) ten (10) minute rest break for every four (4) hours worked per day. This rest break will be paid and count towards eligibility for overtime hours (if the subject employee is classified as a non-exempt employee). This rest break may be used for activities such as bathroom, coffee, personal phone calls, etc. An employee is not permitted to leave the work site during a rest break, unless otherwise required by applicable law. One break should be taken between start time and lunch break, and the second break should be taken between lunch break and end of shift. Employees may not combine the two breaks and take them at the end of the workday. Any additional approved breaks are non-paid. Non-exempt (hourly and salary) employees are expected to clock in / out for all breaks (paid or unpaid) electronically or through their timekeeping process.

Meal Breaks: General Policy

Subject to applicable state law, each non-exempt employee who works five (5) or more hours in a workday is required to take one thirty (30) minute meal break which must be taken within the first five (5) hours of that workday. This meal break will be unpaid and not count towards eligibility for overtime hours. During a meal break, an employee is not permitted to perform any work-related activities and is permitted to leave the work site.

The Company will from time-to-time, check employee time submissions to ensure compliance with these time keeping requirements.

3.3 Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law. Unless

otherwise required by applicable law, the Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations.

The Company will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area other than a bathroom for the employee to express milk in private. This location may be the employee's private office, if applicable.

Please advise HR (HRhelpdesk@situsamc.com) if you need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

Please consult HR if you have questions regarding this policy.

3.4 Overtime

The Company experiences periods of extremely high activity which may, from time to time, require additional work from all of us. Your supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5x) their normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by applicable law.

Employees may work overtime only with prior, written management authorization. Working overtime hours without obtaining prior approval may lead to disciplinary action, up to and including termination. Employees may not perform any work "off the clock," at any time.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. local time on Sunday and ends 168 hours later at 11:59 p.m. local time on the following Saturday.

3.5 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Salary Non-Exempt, Full-Time Hourly, Part-Time & Temporary employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Salary Non-Exempt, Full-Time Hourly, Part-Time & Temporary employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited and with advance, written management authorization. Such "working time" does not include time spent on voluntary activities such as attendance at cocktail parties or other similar activities associated with conferences or other work-related social events unless attendance is expressly required as part of your work duties by the Company.

Out-of-Town Trips for One Day

Salary Non-Exempt, Full-Time Hourly, Part-Time & Temporary employees who travel out of town for a one-day assignment will be paid for all travel time except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

Local Travel

Salary Non-Exempt, Full-Time Hourly, Part-Time & Temporary employees will be compensated for time

spent traveling from one office to another office during a workday. The trip home, however, is non-compensable when an employee goes directly home from their final job site. However, mileage may be reimbursed if it exceeds normal commuting miles by submitting a standard expense report.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is non-compensable. This is true whether the employee works at one SitusAMC office or at a different local office. Therefore, normal travel to and from home to the assigned local office is non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home but is required to report to a worksite farther away than the regular worksite, the excess mileage may be reimbursed if it exceeds normal commuting miles by submitting a standard expense report.

Compensable travel time will be paid at the employee's regular rate except if compensable travel time results in overtime, the employee will be compensated at an overtime rate of one and one-half times the regular rate or as otherwise required by applicable state law.

To the extent that applicable state law provides greater benefits, state law applies.

3.6 Time Recording Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must promptly record the time work begins and ends, as well as the beginning and ending time of any breaks, split shifts or departure from work for any non-work-related reason, on forms or in timekeeping systems as prescribed by management. Non-exempt employees may not start work until their scheduled starting time unless otherwise pre-approved in writing by your manager. Non-exempt employees may never work off the clock. "Off-the-clock" work is time spent by an employee performing work that is not reported to the Company as time worked including but not limited to working during an otherwise unpaid meal period.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business, unless otherwise provided by applicable law in which case the time will be logged by management.

Both exempt and non-exempt employees must log their FMLA exact time used, both in their timekeeping system and in Reliance / Matrix or other designated Leave Management provider.

It is your responsibility to sign or electronically submit your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

Falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including immediate discharge from employment. The term "Falsifying" includes, but is not limited to, manually adding, adjusting, coding, or allowing the system to automatically code paid time during periods not attributed to active, diligent work activity.

If an employee ever feels that they are being asked to work off the clock, or falsify and/or tamper with time records in any way, it must be reported immediately to HR (HRhelpdesk@situsamc.com).

3.7 Your Paycheck

For purposes of payroll, the workweek begins at 12 a.m. local time on Sunday and ends 168 hours later at 11:59 p.m. local time on the following Saturday.

You will be paid bi-weekly on Fridays for all the time you have worked during the two workweeks ending the previous Saturday, unless more frequent pay is required by applicable state law. Exempt salaried employees are paid for current hours. Please refer to the Non-exempt and Exempt pay calendars for specific pay week details.

The Company strongly encourages the use of direct deposit. Authorization is completed electronically through the payroll self-service portal. Please contact payroll at PayrollHelpdesk@situsamc.com for additional information. For those who do not elect direct deposit, your paycheck will be given only to you, unless written request is made by you that it be mailed to another person to accept your check for you.

The Company does not permit advances on paychecks.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also itemize any voluntary deductions such as an employee's portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k), to the extent applicable. If applicable, your payroll stub will also differentiate between regular pay received and overtime pay received.

It is the Company's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly. If you believe there is an error in your pay, bring the matter to the attention of the payroll department at PayrollHelpdesk@situsamc.com immediately so the Company can resolve the matter quickly and amicably.

3.8 Safe Harbor Policy for Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you subsequently become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons in excess of your paid time off allowance;
- Full-day absences for sickness or disability in excess of your paid time off allowance;
- Full-day disciplinary suspensions for infractions of the Company's written policies and procedures;
- Family and Medical Leave absences (either full-or-partial-day absences);
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event you work less than a full week; and / or
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions, including but not limited to your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any

of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- Your absence on a day because your employer has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work (subject to any offsets as set forth above); and / or
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued paid time off banks for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact HR or the Payroll department.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

3.9 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. Subject to the requirements of the Anti-Bribery policy, referenced in Section 8.9, these expenses must be approved by your supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted via the Concur Expense Reporting system to your supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your supervisor in advance if you have any questions about whether an expense will be reimbursed. Refer to the Company Expense Reporting Policy for more detail, including expense limits.

Employees are responsible for submitting their reimbursable expense reports in a timely manner. The Company will not reimburse employees for any expenses that are submitted forty-five (45) days or later from their occurrence, unless otherwise required by applicable law.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

Section 4: Benefits

4.0 Benefits Overview

In addition to competitive pay, the Company offers a combination of supplemental benefits to all eligible employees. The Company's benefits include time-off benefits and insurance and other plan benefits.

The Company is constantly studying and evaluating its benefits programs and policies to better meet its employees' present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the Company currently provides for you and your family. Of course, the information presented here is intended to be general in nature.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans and are for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the Employee Benefits department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this Handbook.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators 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 and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason, to the maximum extent permitted by applicable law.

If you have any questions regarding your benefits, please contact the Employee Benefits Department at BenefitsHelpdesk@situsamc.com for assistance.

4.1 Holidays

Office based employees will be notified if their assigned office is closed for a particular holiday.

Part-Time and Temporary employees are not eligible for paid holidays unless otherwise required by applicable law.

Active Full Time Hourly, Salary Non-Exempt and Salary Exempt employees will be paid for the holidays listed below. Paid Time Off (PTO) and/or Scheduled Time Off (STO) may be used in place of other holidays an employee may wish to take off. Please refer to the PTO and STO policies in this section. (the Company reserves the right to change such holidays at any time):

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible non-exempt employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within a jury duty, bereavement leave, Scheduled Time Off (STO), Incidental Time Off (ITO) or other paid time off period (PTO), the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to being granted the paid time off day, or the eligible employee will receive an additional day off at the option of the Company.

If an eligible non-exempt employee is on unpaid leave or does not work a full eight (8) hour shift the day before or after a paid holiday, the holiday will be unpaid. The intent of this policy is to assist in maintaining adequate staffing levels before and after the holidays. However, if a manager authorizes employees in writing to work less than eight (8) hours before or after the holiday, then the holiday will be paid. Managers are expected to inform Payroll of any exceptions to the eight (8) hour policy. Unscheduled absences (full or partial day) for either the business day before or after the holiday will result in holiday pay forfeiture, unless the absence is protected by applicable law. Scheduled time off (PTO/STO/Approved Unpaid Time Off) for the day before or after a holiday must be requested and approved at least two business days before the holiday, unless otherwise provided by applicable law. Otherwise the time off request will be treated as an Unscheduled absence.

If an eligible exempt employee is on unpaid leave the holiday will be unpaid, unless otherwise required by applicable law.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

4.2 Paid Time Off

PTO

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off ("PTO"). Time off under this policy includes extended time off, such as for a vacation, sickness, to handle personal affairs or any other reason required by applicable law. To the extent any applicable paid sick/safe time/leave law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees. To the extent an employee uses PTO for reasons other than those covered by any applicable sick/safe time/leave law or ordinance, the employee will not be provided with additional paid time off for sick/safe time/leave purposes irrespective of any applicable sick/safe time/leave law/ordinance, unless otherwise required by law.

Salary Exempt, Salary Non-Exempt and Full-Time Hourly employees are eligible for PTO.

PTO is accrued on a biweekly basis (unless otherwise provided by applicable law) and is posted each payroll date on a pro- rata basis throughout the year (i.e. January 1st through December 31st), based on the following schedule. If an employee has a “grandfathered” accrual rate that is higher than listed below, those grandfathered rates will continue to be honored in 2021.

Full-Time Hourly			
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
First Year	56 Hours	7 Days	2.153846
1 - 4 Years	80 Hours	10 Days	3.076923
5 Years	104 Hours	13 Days	4.000000
6 - 9 Years	120 Hours	15 Days	4.615385
10 + Years	144 Hours	18 Days	5.538462

Salary Non-Exempt			
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
0 - 2 Years	104 Hours	13 Days	4.000000
3 - 4 Years	120 Hours	15 Days	4.615385
5 - 9 Years	144 Hours	18 Days	5.538462
10 + Years	160 Hours	20 Days	6.153846

Salary Exempt			
Tier I		AVP & Below	
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
0 - 4 Years	120 Hours	15 Days	4.615385
5 - 9 Years	160 Hours	20 Days	6.153846
10 + Years	200 Hours	25 Days	7.692308
Tier II		VP & Above	
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
0 - 4 Years	160 Hours	20 Days	6.153846

5 - 9 Years	200 Hours	25 Days	7.692308
10 + Years	240 Hours	30 Days	9.230769

PTO Program Guidelines:

- Seniority date is based on the employee's date of hire, date of rehire, or other mutually agreed upon date in writing by an HR representative. For example:
 - If you were given credit for previous service as a result of an acquisition, that would be your "seniority date". Check with the HR Department if you are not sure of your seniority date.
 - If an employee changes from an eligible to an ineligible position, any accrued and unused PTO will be cashed out on their next paycheck, unless otherwise prohibited by applicable law.
 - When an employee changes from an ineligible to an eligible position, their seniority date for PTO accrual will be the same date they converted to an eligible position.
 - If an eligible employee leaves the Company and returns as a rehire, their seniority date for PTO accrual will be the same as their rehire date.
- PTO is deemed accrued at the end of each pay period worked, unless otherwise provided by applicable law.
- Employees taking any type of paid or unpaid leave of absence or who are on leave receiving disability payments continue to accrue PTO while they are on leave.
- PTO may be used in any increment and must be recorded in the applicable time keeping system in order for payment to be issued.
- Employees will not be permitted to request or use unaccrued PTO if they have, or it will result in, a negative balance of more than 40 hours. The maximum negative balance an employee can have at any time is 40 hours, not to exceed their Max Annual Accrual Hours or Days.
- If you wish to use three (3) or more full days of PTO consecutively, you must submit a request to your manager at least two (2) weeks in advance of your requested time off, unless otherwise provided by applicable law. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to accommodate your request, consistent with the Company's operating schedule. However, if too many people request the same period of time off, or if the request is submitted less than two (2) weeks in advance, the Company reserves the right to choose who may take time off during that period, unless otherwise provided by applicable law. Individuals with the longest length of service generally will be given preference, unless otherwise provided by applicable law.
- If you will be out of work due to illness or any other emergency for which notice could not be provided, you must call in or e-mail and notify your supervisor as early as possible, but at least by the start of your workday, unless otherwise provided by applicable law. If you call in sick for three (3) or more consecutive days, you may be required to provide your supervisor with a doctor's note on the day you return to work to the extent permitted by applicable law.
- For Non-exempt employees, when fewer than forty (40) hours per week (paid or unpaid) are recorded on an employee's time sheet, PTO and/or STO must be charged, unless otherwise prohibited by applicable law.
- PTO is paid at the employee's normal rate of pay at the time of absence, unless otherwise required by applicable law. PTO is not counted as hours worked for purposes of calculating overtime.

- PTO time must generally be taken in the year which it accrues; however, up to forty (40) hours of PTO days may be carried over into the following calendar year, unless otherwise required by applicable law. PTO carry-over time must be taken by April 30th of the following year. If the time is not taken by April 30th, the time will be deemed forfeited unless prohibited by applicable law.
- Advanced but not accrued PTO will be deducted from your final paycheck, to the extent permitted by applicable law.
- PTO may not be used following a two (2) week notice of resignation, unless otherwise prohibited by applicable law. Exceptions may be made at management's discretion and with the Company's prior, written approval.
- If you resign and provide the Company with at least two (2) weeks advance notice, or if you are terminated for reasons other than misconduct as determined in the Company's sole discretion, up to ten (10) days of accrued, unused PTO is paid out upon separation, unless otherwise required by applicable law. If you do not provide the requisite notice or are terminated for misconduct as determined in the Company's sole discretion, you will forfeit all accrued but unused PTO, unless payment is otherwise required by applicable state law.

4.3 Scheduled Time Off

During the first calendar year of employment only, Full-Time, Hourly employees who accrue less than 10 days of PTO in their first year of employment, are permitted to take up to 3 days (i.e. 24 hours) of unpaid Scheduled Time Off (STO). Once the employee reaches their first service anniversary, their PTO accrual will increase, so they are no longer eligible for STO.

- STO is deemed accrued on the first day of employment.
- If an eligible employee converts to an ineligible employee, all accrued and unused STO will be forfeited on the date of conversion.
- Scheduled time off may be used in any increment.
- New hires are permitted to have a negative "Available Balance" but may not have a negative "Available for the Year" balance. The maximum amount of STO to be used in any calendar year may not exceed 24 hours.
- It is the employee's responsibility to request time off and obtain written approval for all time off requests.
- If you wish to use the three (3) full days of scheduled time off consecutively, you must submit a request to your manager at least two (2) weeks in advance of your requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant your request, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.
- If you will be out of work due to illness or due any other emergency for which notice could not be provided, you must call in or e-mail and notify your supervisor as early as possible, but at least by the start of your workday. If you call in sick for three (3) or more consecutive days, you may be required to provide your supervisor with a doctor's note on the day you return to work.
- When fewer than 40 hours per week (paid or unpaid) are recorded on an employee's time sheet, time should be charged to STO. If there is no available STO balance, PTO should be charged, unless otherwise prohibited by applicable law.
- STO expires on the last day of the year and is not carried forward to the next calendar year.

- STO may not be used following a two (2) week notice of resignation. Exceptions may be made at management's discretion and with the Company's prior, written approval.

4.4 Incidental Time Off

The Company is dedicated to ensuring a steady workflow for all Full-Time Hourly Production employees, however there may be instances when work is not available, and an employee will need an accurate way to account for their 40 hours per work week within the timekeeping system. The Company has created a code to ensure this time is paid and accounted for, referred to as Incidental Time Off (ITO). ITO will be paid at the approved rate according to division. Employees should contact their manager to confirm their ITO pay rate. Such instances that may necessitate an employee to log their time as ITO are, but are not limited to:

- Work not being available to an employee that is able and willing to work. If work is available in other departments or offices and the employee declines the alternate work, ITO is not payable, and time should be charged to PTO or approved time off;
- The Company systems experiencing extended downtime resulting in employees being unable to log on and work;

The Company may deem it necessary to have employees log off for those extended periods and log the time away from work as ITO. ITO allows employees to code their time out without using PTO or STO, however ITO must be pre-approved by management before an employee may use it. While ITO is a paid activity, it does not count towards PTO accrual. ITO is not intended for employee's who are having issues on their own equipment or not able to work due to personal reasons.

ITO can only be used as a bridge to fill gaps of involuntary time off up to 40 hours per week.

For example:

- If an eligible employee is placed on ITO for 8 hours on Monday and then worked 36 hours the remainder of the week, the employee would be paid 36 hours of regular time and 4 hours of ITO for a total of 40 hours.
- If an employee is placed on ITO for 4 hours on Monday and worked 46 hours the remainder of the week the employee would be paid 40 hours of regular time and 6 hours of overtime. The employee would not be paid ITO for this week as regular hours equal 40.
- If an employee is placed on ITO on Monday and Tuesday for 16 hours and then worked 24 hours the remainder of the week the employee would be paid 24 hours of regular time and 16 hours of ITO for a total of 40 hours.
- If an employee is placed on ITO for 8 hours on Monday and takes 8 hours of PTO on Tuesday and then work 26 hours for the remainder of the week, the employee would be paid 26 hours regular time, 8 hours of PTO and 6 hours of ITO for a total of 40 hours.
- ITO does not count for the purposes of overtime.
- ITO must be recorded and approved in the timekeeping system by the payroll deadline (Monday by 12:00 eastern the week of payroll). If ITO is not recorded by the deadline it may be paid on the next pay period.

4.5 Volunteer Program

The Company encourages its employees to give their time and talent to non-profit organizations that are important to them and, in turn, have a positive impact on the communities we serve. Many of our employees have independently served on boards, volunteered at children's schools, and lent support to many

community-based projects. The Company Volunteer Program allows regular Full-Time employees and Part-Time employees who are scheduled to work 30 hours or more per week to take the equivalent of one paid day off (up to a maximum of eight hours - or the part-time equivalent) each year to volunteer for an eligible, non-controversial, organization of their choice.

Employees must get Supervisor and Human Resources approval prior to the Volunteer event. Volunteer time off may be approved or denied based on department workloads, staffing levels, the employee's absences or job performance, or any other business-related reason. Employees on any level of PIP or Corrective Action, are not eligible for time off under the Volunteer Program.

Volunteer time off is paid at the employee's normal rate of pay at the time of absence, unless otherwise required by applicable law. Volunteer time off is not counted as hours worked for purposes of calculating overtime.

An employee may not carry over unused volunteer time off to the following year.

Unused volunteer time off will not be paid upon separation. Additionally, each local office independently may organize group volunteer events. Contact your local HR Business Partner for more information.

4.6 Matching Gifts Program

At SitusAMC, we are committed to supporting equal rights, and those individuals who are willing to advocate for the rights of others through peaceful protest and the donation of time and resources to those causes that promote equality. As a further demonstration of that solidarity, we have an annual matching program of up to \$100,000 for documented donations made by SitusAMC employees to eligible charities and causes that champion the equality of others.

Who is eligible to participate?

- All active employees of SitusAMC

What organizations are eligible?

Tax-exempt charitable organizations that promote equality that are:

- a. Granted 501(c)(3) status by the Internal Revenue Service in respect of any United States charity;
- b. Recognized by Charities Aid Foundation-America as a charitable organization;
- c. Registered with the Charity Commission for England and Wales as a charity in respect of any English charity;
- d. Registered with the Irish Charities Commission in respect of any Irish charity;
- e. Approved by the European HR team in writing in respect of any German charity;
- f. Covered under Section 80G and Section 80GGA in respect of any India charity.

Examples

- Civil Rights Organizations
- Women's Equality Organizations
- Human Rights Organizations
- Equal Rights Organizations
- LGBTQ Equality Organizations

- Racial Equality Organizations
- Legal Defense Fund Organizations
- College/ University scholarships for minorities
- Community programs such as boys and girls clubs

What contributions qualify for a match?

- Contributions of at least \$25.00/ £25.00/ €25.00/ Rs.200 paid (not merely pledged) in a single gift to a single approved charitable organization.
- Gifts must be made within the calendar year and submitted no later than April 15 of the following year.
- Gifts must be made in the form of a check or credit card transaction. (cashed check or credit card receipt must be provided)
- The company match is limited to the portion of the donor's gift that is tax-deductible.
- SitusAMC will match qualified, documented donations until it reaches the annual maximum of \$100,000 in the aggregate.

What contributions do not qualify for a match?

- Gifts that provide a direct benefit to the donor or donor's family.
- Any portion of a gift that is not tax deductible to the donor.
- Gifts made in lieu of tuition payments or services.
- Membership fees or dues.
- Gifts or payments for primarily political or religious purposes, unless specified for a community outreach program.
- Gifts collected from another person or pooled from a group of people.
- Funds collected from sales of fundraising items or raffle tickets.
- Donations to private foundations.
- Gifts to fraternities and sororities.
- Tickets to athletic events.

How does the program work?

1. Make a minimum gift of \$25.00/ £25.00/ €25.00/ Rs.200 directly to a qualified charitable organization via check or credit card.
2. Submit a Matching Gift application to HRHelpdesk@situsamc.com within the specified time frames.
3. Submit a copy of the cancelled check, credit card receipt or receipt from the charitable organization.
4. SitusAMC will pay the matching gift directly to the organization during the next regularly scheduled quarterly period.
5. When the gift is paid you will receive notification via email.
6. Matching gifts are awarded as unrestricted donations.

SitusAMC reserves the right to determine whether a contribution will be matched and will conduct periodic audits of applications to ensure compliance with program guidelines. Therefore, any decisions made by SitusAMC with respect to the consideration of applications and/or the enforcement of program guidelines are final and binding, not subject to any appeal or review.

SitusAMC reserves the right to interpret, apply, amend or revoke these guidelines at any time without prior notice.

4.7 Education Allowance Program

After 90 days of active employment, Regular Full-Time employees are eligible to participate in the Education Allowance Program. With Manager written pre-approval, seminars or courses taken to receive a certification or license may be eligible for reimbursement under the Education Allowance Program, excluding accredited degree courses. All decisions regarding manager preapproval are discretionary and the Company reserves the right to approve or disapprove all expenses. The Educational Reimbursement and Allowance is credited in the year in which the course(s) is completed. For example, if you apply and secure your Manager's approval for a fall 2020 course and finish the course in December 2020, the reimbursement will be credited toward your 2020 maximum, regardless of whether you submit the requisite documentation in 2020 or in the month of January 2021. Any unused portion of the maximum dollar amount will not be carried over to the following year, and any amount from a future year may not be applied to a current year. Qualified expenses and fees are set to a maximum dollar amount per level per calendar year:

Position	Amount
Non-exempt & Exempt positions below Associate Level:	\$500
Associate / Assistant Vice President:	\$1,500
Vice President, Senior Vice President:	\$2,000
Director+:	\$2,500

You must be actively working from the time the course begins until the course is completed; employees whose jobs have been eliminated after a course has begun are also eligible for reimbursement of expenses if the course is completed during their applicable notice period. Educational reimbursements are processed through the Company expense reporting system and must include evidence of successful completion of the seminar or course, a detailed receipt of payment, along with the pre-approved Education Allowance Form that is available on Paylocity.

4.8 Employee Referral Bonus Programs

Referral bonus programs are business-unit specific. Please contact your local HR Business Partner for more information.

4.9 Insurance Programs

Salary Exempt, Salary Non-Exempt, Full-Time Hourly, and Part-Time and Temporary employees who qualify as full-time employees as defined under the Affordable Care Act, may participate in the Company's insurance programs. Under these plans, participating employees will receive comprehensive health and other insurance coverage for themselves and their eligible family members, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive a Benefits Enrollment Guide and summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Benefits Department at BenefitsHelpdesk@situsamc.com if you have any further questions.

4.10 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided to all employees at no cost to you. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

If you are injured in any way on the job, report the incident immediately to your supervisor or HRhelpdesk@SitusAMC.com. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook and/or contact HR for more information.

4.11 Short-Term Disability

Full-time and part time (over 30 hours) employees are eligible to participate in short-term disability insurance. All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their work location. These are solely monetary benefits and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook and/or contact HR for more information.

4.12 Long-Term Disability

Regular full-time and regular part time (over 30 hours) employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between the Company and the insurance carrier. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook and/or contact HR for more information.

4.13 Retirement Plan

Eligible employees may participate in the Company's retirement plan. Plan participants may make pre-tax and/or post-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, you will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Employee Benefits Department if you have any further questions at BenefitsHelpdesk@situsamc.com.

Section 5: Leaves of Absence

Please Note

Further information concerning state specific benefits, including leave rights, can be found in the 2021 SitusAMC State Mandates Handbook.

5.0 Jury Duty Leave

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

Employees are expected, however, to provide proper notice of a request to perform jury duty and management should be informed of the expected length of jury duty service. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty to a later date. Employees also are expected to report to work for the major portion of the day if excused by the court unless such a requirement is restricted by applicable law. Employees also must provide verification of service.

Regular Full-time Exempt, Non-exempt Salary and Hourly employees who regularly work 30 hours per week or more will be paid their regular rate of pay for up to 5 days annually, unless applicable state law provides for additional pay. All other employees on jury duty leave will be paid for their jury duty service in accordance with applicable state law. Additionally, exempt employees are paid their full salary for any week in which they perform authorized work for the Company. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime.

The employee should request a juror's service notice from the courthouse showing the dates served and submit it to the Human Resources to get the Jury Duty pay approved, unless otherwise provided by applicable law.

5.1 Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family. If you are a Regular Full Time employee of continuous service with the Company and you experience the loss of an immediate family member (as defined herein), you will be allowed paid Bereavement leave of up to five (5) days. For the purposes of this policy, immediate family includes a spouse, domestic/civil union/same-sex committed partner, child, parent, sibling, son/daughter-in-law, step- children, step-parents, step-brother or step-sister, half-brother or half-sister, parents-in-law, brother or sister in-law, grandparents, step-grandparents, grandparents in-law, grandchildren, and step- grandchildren. Employees are allowed paid Bereavement leave of up to two days for a non-immediate family member. For the purposes of this policy, non-immediate family member includes niece, nephew, aunt, uncle, or other relation expressly required by applicable law. Paid Bereavement leave days should only be taken on regularly scheduled, consecutive workdays following the day of death, however, exceptions can be made if services are to be held at a later date. Documentation may be required to support the exception. You must inform your supervisor prior to commencing Bereavement leave. In administering this policy, the Company may require verification of death and relationship to the employee and if it is requested, documentation must be provided in order for the paid bereavement leave to be excused and paid. Employees who are on unpaid leave the day before, on, or after the date of the passing are not eligible for paid bereavement leave, unless otherwise required by applicable law.

Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

5.2 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. You are encouraged to schedule your voting time off at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

5.3 Military Leave

If you are called into active military service or if you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence ("Military Leave"). To be eligible for Military Leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary Military Leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for Military Leave as possible so that we can maintain proper coverage while you are away.

Employees may elect to use any available paid time off during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management or Human Resources for further information about your eligibility for Military Leave.

5.4 Family & Medical Leave

General Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves.

If employees have any questions concerning FMLA leave, they should contact LeaveManagement@situsamc.com.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must:

- Have been employed by a covered Company for at least twelve (12) months (which need not be consecutive);
- have been employed by the Company for at least 1,250 hours of service during the twelve (12)-month period immediately preceding the commencement of the leave; and,
- be employed at a worksite where fifty (50) or more employees are located within seventy-five (75) miles of the worksite.

II. Entitlements

The FMLA provides eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

a. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to twelve (12) workweeks (480 hours) of unpaid leave for certain family and medical reasons during a twelve (12)-month period. The twelve (12)-month period is determined based on a rolling twelve (12)-month period measured backward from the date an employee uses FMLA leave. Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition (as defined below);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency (as defined below) arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

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 health care provider for a condition that either prevents the employee from performing the functions of the employee'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 three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintroduction briefings.

b. Additional Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member (as defined below) is entitled to take up twenty-six (26) weeks of leave during a single twelve (12)-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single twelve (12) month period and, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks during the single twelve (12)-month period. The single twelve (12)-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

c. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

d. No Work While on Leave

To the extent permitted by law, the taking or performance of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination.

e. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work. Employees on any type of leave are required to submit normal benefit premiums to keep their benefits in an active status. Contact BenefitsHelpdesk@situsamc.com for more information.

f. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

g. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company or its designee telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

a. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide at least thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

b. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees

to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

c. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications:

(1) an initial certification, (2) a recertification and (3) a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an employee's demonstrable diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at

least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested complete medical certifications.

With the employee's permission, the Company or its designee (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are incomplete or unclear.

In addition, if the Company has received a complete and sufficient certification but has a reason to doubt that it is valid, the employer may, in its sole discretion, require the employee to obtain a second medical certification. The Company can choose the health care provider to provide the second opinion. If the second opinion differs from the original certification, the Company may require the employee to obtain a third certification from a healthcare provider selected by both the employee and the Company. The Company will pay for the second and third opinions. While waiting for the second (or third) opinion, the employee shall be provisionally entitled to FMLA leave.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Content of Employee Notice

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

a. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: (1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

b. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Employees must contact HR periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return to work date. If an employee gives the Company unequivocal notice of his or her intent not to return to work, such employee will be considered to have voluntarily

resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

c. Substitute Paid Leave for Unpaid FMLA Leave

Employees must (unless the Company specifically informs employees otherwise or where otherwise restricted by applicable law) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

d. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method. Employees should contact LeaveManagement@situsamc.com to make these arrangements.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a written notification to the employee stating that coverage will be discontinued as of a specified date unless the co-payment is received before that date. If payment is not received by 5pm EST on the date set forth in the notification, coverage will be discontinued without further notification to the employee.

If an employee does not return to work within thirty (30) calendar days at the end of the leave period (unless said employee cannot return to work because of a serious health condition or other circumstances beyond their control), said employee will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during the unpaid FMLA leave. Said reimbursement will be due within fifteen (15) days of the Company's written request, unless otherwise provided for by applicable law.

IV. Exemption for Highly Compensated Employees

The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within seventy-five (75) miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the Human Resources department. The

Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: (1) interfere with, restrain or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA.

If employees believe their FMLA rights have been violated, they should contact HR (HRhelpdesk@situsamc.com). If this is believed to be insufficient, the employee should follow the Complaints policy as set forth herein.

The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in your Company handbook as applicable or contact HR.

5.5 Paid Parental Leave

The Company provides paid parental leave to eligible employees for bonding with the employee's child following the birth, adoption, or permanent foster care of a child as follows:

- Primary Caregiver Leave
- Secondary Caregiver Leave

A Primary Caregiver is defined as someone who has primary responsibility for the care of a child immediately following birth, adoption, or foster care placement. The Secondary Caregiver is defined as the parent who shares childrearing responsibilities with the Primary Caregiver.

Each leave provides time off for the birth, adoption, or foster care placement of a child and, depending on eligibility, covers a paid leave for a maximum of six weeks for Primary Caregiver and two weeks for Secondary Caregivers.

This policy will run concurrently with the Family and Medical Leave Act (FMLA) leave, Short-term Disability leave, and state-mandated leave programs, as applicable. This policy will be in effect for births, adoptions or permanent placements occurring on or after January 1, 2020.

Eligibility for Paid Parental Leave

Eligible employees must meet the following criteria:

- Have been employed with the Company for at least twelve (12) months;
- Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin;

- Be a Regular Full-Time employee; and
- Have given birth to a child, or is a spouse or committed partner of a person who has given birth, OR
- Has adopted a child age 17 or younger. The adoption of a child by a new spouse is excluded from this policy.
- Has accepted a child under age 17 under the Foster care program.

Amount of Leave:

- **Primary Caregiver Leave**
Eligible employees will receive up to six weeks of paid parental leave per birth, adoption, or foster care placement of a child/children. The paid leave may be partially offset by short-term disability payments, if applicable.
- **Secondary Caregiver Leave**
Eligible employees will receive up to two weeks of paid parental leave per birth, adoption, or foster care placement of a child/children.
- **Time Frame and Duration of Paid Parental Leave**
The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than one (1) paid parental leave in a rolling twelve (12)-month period, regardless of whether more than one birth, adoption, or foster care placement occurs within that twelve (12)- month time frame.
- Each week of paid parental leave is compensated at one hundred percent (100%) of the employee's regular, straight-time weekly pay, which may be offset by STD payments, if applicable. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the six (6) -month period immediately following the birth, adoption, or foster care placement with the employee. Paid parental leave may not be used or extended beyond this six (6)- month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the six (6) -month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six (6) - month time frame.
- Upon termination of the individual's employment at the company, the employee will not be paid for any unused paid parental leave for which the employee was eligible.
- **Coordination with Other Policies**
Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth, adoption, or foster care placement, the leave will be counted toward the

twelve (12) weeks of available FMLA leave per a twelve (12)-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, granted to the employee under the FMLA exceed twelve (12) weeks during the twelve (12)-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

- Employees must apply for any applicable statutory or voluntary sources of leave and/or monetary benefits for which they are eligible as a condition of receiving leave pursuant to this policy. Paid parental leave is coordinated with any applicable statutory or voluntary sources of monetary benefits so that a qualifying employee may not receive more than 100% of their base compensation pay at any time. Additionally, leave provided pursuant to this policy will run concurrently with any other leaves and/or monetary benefits for which an employee may be eligible, to the maximum extent permitted by applicable law.
- After the paid parental leave including any short-term disability leave for employees giving birth is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued PTO. Upon exhaustion of accrued PTO, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The Company will maintain all benefits for employees during the paid parental leave period to the extent permitted and in accordance with the applicable plans.
- If a Company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay, however, such holiday pay will not extend the total paid parental leave entitlement.
- **Requests for Paid Parental Leave**
The employee must provide their supervisor and HR with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must follow the established leave process and provide all documentation as required to substantiate the request.
- As is the case with all Company policies, the organization has the exclusive right to interpret this policy. Additionally, at the Company's sole and absolute discretion, this program may be modified or eliminated without prior notice.

5.6 Personal Leave

Under certain circumstances, employees who are not eligible for any other Company leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. A written request for a personal leave should be presented to an employee's supervisor and HR at least thirty (30) days before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including, but not limited to, staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. This leave may be requested for medical reasons. If so, the Company may require submission of medical certifications prior to granting leave as well as at various times during the leave. Approvals of the (1) employee's immediate supervisor, (2) department manager and (3) HR are all required.

Normally, personal leaves of absence are granted for a period of up to thirty (30) days. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

Employees must use accrued paid time off (to the maximum extent permitted by applicable law) while on unpaid personal leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the length of any personal leave granted.

During a personal leave, employees will not accrue paid time off benefits or be paid for holidays. We will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When they anticipate returning to work, employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Upon completion of a personal leave of absence, the Company will attempt to return employees to either their original job, or to a similar position, subject to prevailing business considerations. We note, however, that reinstatement is not guaranteed unless required by law. Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

Section 6: General Policies & Procedures

6.0 Rules of Workplace Conduct

The Company endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on ethics, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all Company employees can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole and absolute discretion.

The following are examples of some, but not all, conduct which can be considered unacceptable:

- a. Obtaining employment on the basis of false or misleading information;
- b. Stealing, removing or defacing SitusAMC property or a co-worker's property, and/or disclosure of confidential, proprietary and/or trade secret information about the Company, its affiliates, business, operations, employees, clients, or its investors;
- c. Disclosure or improper handling of client non-public private information ("NPPI");
- d. Completing another employee's time records or training files;
- e. Violation of safety rules and policies;
- f. Violation of the Drug-Free Workplace policy;
- g. Violation of the Workplace Violence Policy;
- h. Failure to follow lawful instructions of a supervisor;
- i. Disrespectful behavior directed at a third party;
- j. Failure to perform assigned job duties;
- k. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences;
- l. Gambling on Company property;
- m. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee;
- n. Wasting work materials;
- o. Vandalism or destruction of Company property, the Company work environment, or the building in which the Company work environment is located;
- p. Failure to return Company property, in proper working order, when requested;
- q. Performing work of a personal nature during working time;
- r. Violation of the Solicitation and Distribution Policy;
- s. Violation of the Company's Equal Employment Opportunity and/or Discrimination,
- t. Harassment & Retaliation Prevention Policies;
- u. Violation of the Communication and Computer Systems Policy;
- v. Unsatisfactory job performance;
- w. Falsification or deliberate misrepresentation of information on any SitusAMC records, including, but not limited to employment applications, time keeping and overtime records, and Travel and Entertainment Reports;

- x. Misuse of the Company's records, property or computer passwords;
- y. Misconduct relating to a client of the Company;
- z. Conviction of or a plea of guilty or nolo contendere to a felony, or other crime or misconduct that reflects upon your ability to do your job;
- aa. Violation of any state or Federal securities or commodities laws or regulations;
- bb. Executing a legal document on behalf of the Company without the express authority and authorization of the Legal Department;
- cc. Failure to cooperate in an investigation initiated by the Company or a regulatory authority related to a policy violation or potential violation of any applicable law or regulation;
- dd. Misuse of Third-Party Subscription Licenses; or
- ee. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, the Company will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6.1 Corrective Action Process for Addressing Performance, Conduct or Work Habits Issues

Document Purpose

This document sets forth and memorializes the Company's corrective action processes and procedures. The Company has designed this Corrective Action Policy (the "Policy") to ensure equal and fair treatment of its employees as related to actions taken by the Company in response to an employee's performance, behavior or conduct. Specifically, the Policy provides a structured corrective action process to improve and prevent a recurrence of undesirable issues.

Structure

HR governs the issuance and recording of corrective actions and works closely with team leads and managers, where necessary. Where needed and /or escalated, the Company's Legal Department ("Legal") will become involved to help facilitate corrective actions and related discussions.

General

The purpose of the Policy is to identify and realign a staff member who is falling short of expectations relative to their performance, conduct, role at SitusAMC or failure to abide by the Company policies in general. The Policy provides a consistent and uniform method for addressing such issues in a progressive fashion, commencing with a conversation and initial warning and, if the situation cannot be resolved, an exit strategy.

Outlined in the Policy are the steps of the Company's corrective action policy and procedure. The Company reserves the right to combine or skip steps, as set forth herein, depending on the specific facts of each situation and the nature of the behavior or offense. The level of disciplinary intervention may vary. Some of the factors considered include, but are not limited to, (i) whether the offense continues or is repeated despite

company coaching, counseling or training; (ii) the employee's work record; and (iii) the impact the conduct, performance, or behavior issues may have on SitusAMC or its clients. Please note that some performance issues may be addressed through a Performance Improvement Plan (PIP) rather than through the Corrective Action process (see the Performance Improvement Plan policy included in this Handbook).

Procedure

Stage 1: Documented Discussion

Stage 1 presents the Company with an opportunity for the employee's immediate supervisor to schedule a formal meeting with the employee to discuss the performance, conduct or policy deviation issue. During this meeting, the supervisor typically will discuss, and provide clear examples, of the nature of the offense and any applicable Company policies or procedures violated by the behavior. Supervisors typically will clearly describe the expectations going forward, as well as the steps the employee must take to improve performance and / or resolve the problem. Upon conclusion of the meeting, the supervisor typically will submit a report to HR detailing the conversations and takeaways going forward. The report typically will be filed in the employee's personnel records.

Stage 2 – Written Warning:

In the event that the employee's behavior is not realigned with the Company expectations after Stage 1, the Company will generally progress to Stage 2. Stage 2 involves more formal documentation of the performance, conduct or policy deviation issues and potential consequences for said action or inaction. In Stage 2, the employee's immediate supervisor and a SitusAMC Human Resources representative will formally meet with the employee to review any additional incidents or information about the performance, conduct or policy deviation issues, as well as any prior corrective action steps as may have been discussed during Stage 1. A formal written warning, requiring the employee's immediate and sustained improvement, typically will be issued within five (5) business days of a Stage 2 meeting. If issued, the written warning typically will outline the nature of the offense(s), the remediation steps necessary to remedy the situation and a warning outlining that the employee may be subject to additional discipline up to and including termination of employment if immediate and sustained corrective action is not taken. If the employee has shown some improvement, but the issues identified in the written warning are still occurring or beginning to recur, or if new issues develop, a Final Written Warning may be issued. Otherwise, failure to improve the issues identified in Stage 2 may result in progression to Stage 3. If the issue at hand is strictly job performance related, the supervisor may prepare a Performance Improvement Plan (PIP) in lieu of a documented discussion or a written warning (see PIP policy in Section 5.9 below).

Stage 3 – Recommendation for Termination

The final step of the Policy is a recommendation to terminate the employee's employment with the Company. As a general matter, the Company will endeavor to exercise the progressive nature of this Policy by first providing a documented discussion, followed by a written warning before proceeding to a recommendation to terminate employment. However, the Company reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, an employee may be terminated without prior notice of disciplinary action. Management's recommendation to terminate employment must be approved by HR (and Legal where deemed necessary). On occasion, final approval may be needed from the Company's CEO or their designee.

Suspension

On occasion, there may be performance, conduct or safety incidents so problematic and harmful to the Company, its employees or its clients, that the most prudent action to take is immediate, temporary removal of an employee. A supervisor may suspend the employee pending the results of an investigation. Any request for suspension must be approved by HR. Depending on the severity of the offense, an employee may be

suspended, without pay, in full day increments consistent with applicable federal, state and local laws. In such a case, a nonexempt employee may not substitute or use an accrued paid time off in lieu of the unpaid suspension. Due to applicable law, unpaid suspension of exempt employees is reserved for serious workplace safety or conduct issues. Pay may be restored to the affected employee if an investigation of the incident or violation absolves the employee.

Questions

For questions on or clarification regarding this policy, please contact HRhelpdesk@situsamc.com.

6.2 Performance Improvement Plan (PIP)

Employees are encouraged to seek assistance from their manager in areas in which they feel they need further training or knowledge, while managers are encouraged to deliver real time feedback and communicate any performance deficiencies. The Company's objective is to retain employees who demonstrate the knowledge, skills and behaviors consistent with expectations. If your performance does not meet expectations, your supervisor may work with you to prepare a Performance Improvement Plan (PIP). The intent of the PIP is to identify focus areas to help you improve and succeed in your role. Generally, the PIP will be reviewed with you on a regularly scheduled basis up to 90 days. If performance expectations are met, the PIP may become inactive. However, if performance continues to fall short of expectations, further corrective action may be taken through the Corrective Action process.

This policy does not apply to termination decisions or situation in which the Company has established separate reporting procedures, such as harassment.

6.3 Complaint Process

A Complaint is a written request requesting resolution of an issue that relates to an employee's work conditions or relationships.

A Complaint may include or relate to things such as:

- Relationships with colleagues and/or supervisors;
- Communication;
- Interpretations of Administrative Rules and policies;
- Job duties and responsibilities;
- Assignments;
- Performance Evaluations;
- Compensation;
- Work Conditions;
- Safety; and
- Environmental concerns.

If a Complaint is not resolved informally, the employee may file a written complaint with their supervisor or HR in accordance with the Complaint Process as defined below.

This policy does not apply to termination decisions or situation in which the Company has established separate reporting procedures, such as harassment.

6.4 Complaint Process - Formal

The formal written complaint procedure is as follows:

Step 1

An employee who wishes to formally request the resolution of an issue related to work conditions or relationships can submit a written complaint to their immediate supervisor. This initial complaint should be submitted within twenty (20) business days of the situation or incident that gives rise to the complaint.

If the complaint is about the immediate supervisor, please skip to step four (4).

Step 2

Supervisor typically meets with employee within ten (10) business days from receipt of the complaint to discuss the complaint. After the meeting, the supervisor typically responds, in writing, to the employee within ten (10) business days.

Step 3

Within ten (10) days of receiving the supervisor's response, the employee is asked to notify the supervisor, in writing, as to whether the issue is now resolved. If the issue is resolved, no further action is needed. If no notification is received from the employee within the allotted time frame, the issue typically will be deemed resolved.

Step 4

If the issue is not resolved, the employee is asked to submit a written complaint, along with any previously received supervisor responses, to next-level supervisor within five (5) business days from receipt of the supervisor's response.

Step 5

Upon receipt of the complaint, the next-level supervisor typically will meet with the employee within ten (10) business days. After the meeting, the next-level supervisor typically will respond to employee in writing and deliver copy to the lower-level supervisor within ten (10) business days.

Step 6

This process, as described in steps 3-5 can be repeated for each available higher-level supervisor to level of supervisor who reports to CEO. Each supervisor typically responds directly to employee with a copy to immediate supervisor unless such employee's complaint(s) are about the immediate supervisor. The CEO has final level of review. Once the CEO (or highest level) makes a final decision(s) they will notify all parties and the HR department of the decision(s).

Step 7

The HR Business Partner or SVP, Human Resources will ensure that the final decision is implemented and typically documented in the employee's master employee file.

Note

Emails to HRhelpdesk@situsamc.com will be sent to all relevant HR parties.

6.5 Punctuality & Attendance

You were hired to perform an important function at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from everyone. Excessive absenteeism or tardiness may result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your supervisor as early as possible, but no later than the start of your workday, subject to specific department / supervisor requirements. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Reporting unscheduled absences should occur every day that you are absent unless otherwise approved by your supervisor or HR such as during an approved leave of absence.

Unscheduled absences of three (3) or more consecutive workdays may require you to provide the Company with a doctor's return to work authorization on the day you return to work. Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of your employment with the Company.

In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.

Please refer to your site-specific or Business Unit Attendance Policy for detailed procedures.

6.6 Inclement Weather

The Company will make every effort to maintain normal work hours during inclement weather.

- a. Prior to normal starting time, if a SitusAMC office will be closed due to inclement weather, employees will be notified as soon as possible via the company's Emergency Alert system.
- b. If a SitusAMC office is open, all office-based employees will be expected to make reasonable efforts to get to work or work remotely (with prior approval from their manager). Regular Hourly Non-Exempt employees unable to work during inclement weather will have the option to use PTO, if available or ITO with manager approval. Regular Salary Non-Exempt employees have the option to use PTO, if available, or "Unpaid Break" with manager approval. All employees who are unable to report to work should follow their site-specific call-in procedures if they are able to reach a phone or send an email, or it may be considered an unexcused absence.
- c. Time absent from work under either "a" or "b" above shall not be counted as hours worked when computing weekly overtime.
- d. Time absent from work under either "a" or "b" above shall not be counted against an employee under Attendance Policies.
- e. On days when weather conditions worsen as the day progresses, the Company may decide to close early. In such cases, a decision will be made at the Company, and subsequently announced to employees. Employees will be expected to remain at work until the appointed closing time, unless their flextime day ends prior to that time, or unless they receive permission from their supervisor to do otherwise.

6.7 Employee Dress & Personal Appearance

The Company has a casual dress environment when clients or guests are not expected into the office and a business casual environment when clients or guests are expected in the office or if the landlord requires it of its tenants; however, dress overall should be appropriate for settings with broad social interactions.

HR will send a notice to all employees in an office where clients and/or guests are expected. The Company may need employees to dress in more formal attire for client, vendor, and Board of Director site visits and on other select occasions.

Regardless of whether clients or guests are expected, you are expected to report to work well groomed, clean, and dressed according to the requirements of your position. In general, when the Company's offices are designated as business casual, dress such as tee shirts, flip flops, shorts, mini-skirts, sweatpants, hoodies, etc. should not be worn.

Some employees have a sensitivity to perfume and chemical products, so please use discretion in the amount of scented products used. Employees are also expected to maintain a high level of personal hygiene at all times and failure to do so will be brought to an individual's attention by their supervisor.

If you have any questions about the proper attire, please email HRhelpdesk@situsamc.com for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

6.8 Personal Visits & Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during meal or break time in designated areas.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6.9 Use of Facilities, Equipment & Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees are expected to protect Company equipment and its contents that has been assigned to them. This may include moving from workspace to workspace, travel, or visibility of monitors to other unauthorized individuals.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6.10 Use of Communication & Computer Systems

The Company's communication and computer systems are Company property intended for business purposes and may be used for business purposes only during working time; however, limited personal usage (unless otherwise restricted below or in any related applicable policies) is permitted if it does not result in excess cost to the Company, hinder performance of job duties or violate any other Company policy or applicable law. The Company's communication and computer systems includes the computers, related hardware, software and networks, company provided mobile or similar devices, voice mail, e-mail, Instant Messaging (IM) and Internet systems. Note that the right to privacy is not forfeited in those offices where, and to the extent that, such rights are guaranteed by locals or regulations and may not be waived.

The Company may access the communication and computer systems and obtain the communications within the systems, including past voice mail and e-mail messages and IMs, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so within the limits and conditions prescribed by applicable laws and regulations. Further, the Company may review Internet usage. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created, subject to Data Retention standards, as outlined in the Document Retention Policy. From time to time, copies of communications may be deleted.

The IM services are intended to improve two-way communication between all employees and their managers, coaches, Leads, CSMs or other member of the Company leadership to communicate instantly. It is NOT intended to replace the current production processes related to loan questions. Employees are expected to respond as quickly and completely as possible and during their workday availability as outlined in our timekeeping systems. The IM services should not be used for personal or social use. All messages sent by or to IM services are logged and searchable for audit purposes. Real-time 'presence' information is available on a number of the Services, including Microsoft Teams. The presence status is designed to enable a more productive working environment whereby users are fully aware if colleagues are available for contact. Presence is not an indication of time spent working and is not intended as a performance monitoring tool. Production scores, and all other performance measurements, will continue to be monitored. In the Production environment, the IM services are not intended to replace current processes of posing loan-related questions to UWQs or Leads. These processes are still in place and are expected to be followed;

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

The Company's communication and computer systems also may not be used for any of the following:

- To set up personal businesses or send chain letters;
- Forwarding of the Company confidential internal messages to external contacts;
- Downloading, creating, distributing, disseminating or storing images, text or materials that might be considered indecent, defamatory, pornographic, obscene, illegal, religious or political solicitations, promotion of outside organizations, or other non-job-related solicited or unsolicited communications;
- Transmitting commercial or advertising material;
- Undertaking deliberate activities that waste staff effort or networked resources;
- Downloading, creating, distributing, disseminating or storing material that may violate copyright, license restrictions or other intellectual property rights; or
- Introducing any form of computer virus or malware into the corporate network.

Employees must conduct all Company business using their SitusAMC e-mail account and addresses. Employees may not use their personal e-mail accounts or addresses to conduct Company business.

Users may be authorized to send and receive emails to and from non-SitusAMC email accounts, with the express prior written approval of management which shall be documented in the SitusAMC ticketing system.

As with all communications, Employees should ensure all electronic communications are professional in tone and format.

Use of Third-Party Licenses

In the course of business, you may find it necessary to use third party licenses to which SitusAMC subscribes (collectively, "Subscriptions"). When accessing Subscriptions, you must ensure that you are authorized to use the Subscription and have read and understand the terms and conditions of usage. You may be restricted from sharing passwords/log-in information, dissemination or publications of the data obtained from the Subscription, and limited on the amount of information that may be reasonably extracted by use of the Subscription within a given time period.

Under no circumstance may you use Subscriptions provided to you by a former employer. Similarly, you must not continue to use Subscriptions once you are no longer a SitusAMC Employee. Use of data Subscriptions provided by clients, for the express benefit of client, may be used with permission from both your manager and Legal. Misuse of Subscriptions is a serious infraction, which may constitute copyright infringement, piracy and/or theft.

Confidentiality and Restrictions on Use

You are reminded that the Company has exclusive ownership rights with respect to any work produced by an employee in the course of rendering services to the Company, including computer programs and related materials, to the maximum extent permitted by applicable law. Such work may not be used for any purpose other than the benefit of the Company, and no copies thereof may be retained by persons leaving the employ of the Company without the consent of the Company. You are required to assign to the Company the full and exclusive rights to any copyright registered to you relating to copyrightable work produced by you for the Company and execute all papers and perform all acts with reference to any copyright proceedings, whether during or after your employment, including the execution of all documents necessary in the procurement of all copyrights based on your copyrightable work, to the maximum extent permitted by applicable law.

Taking Files Off-Site

If you are directed, as part of your job functions, to remove sensitive files to an off-site location, IT can assist you in encrypting the files for extra security. Extra care should be taken when bringing work home and you must obtain prior written approval of management and Information Security beforehand, via the SitusAMC ticketing system.

Taking Computer Hardware Off-Site

You must obtain the written approval of your manager and Information Security before taking any computer hardware off site. Extra care should be taken when bringing any SitusAMC-owned computer hardware, including laptops and cell phones, out of your primary workplace. Computer hardware that is in your possession may not be shared or borrowed by any other employee without the written approval of your manager and the Director of IT Infrastructure and Support. Computer hardware can never be shared or borrowed with someone who is not a current employee of the Company.

Return of Company Property

You must promptly return all equipment upon termination of your employment with SitusAMC, including, but not limited to all computer hardware and software which was provided to you and belongs to SitusAMC.

Lost, Stolen or Damaged Property

In the event any or all of the equipment is lost, stolen, or damaged, you must immediately inform the Company's IT Department.

The Company reserves the right to take legal action or net the value of such property against such employees outstanding remaining pay, as permitted by applicable law, if an employee loses, destroys or damages equipment.

Security Issues Relevant to Internet, Instant Messaging and Electronic Mail

Electronic communications are not secure. They can be intercepted, or even altered, by third parties. It is important to bear this in mind when considering what type of information to send via electronic communication. Employees should not send secret or restricted information via electronic communication. Examples of secret and restricted information are outlined in the Company's Privacy Policy.

Employees should keep their e-mail passwords confidential and change them frequently, and no less frequently than every ninety (90) days. All employees, upon request, must inform management of any private access codes or passwords.

Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

Employees may not use any third-party email or instant messaging accounts or services (such as GMail, AOL, Yahoo, etc.) on the Company's computer systems that are not ordinarily used in the performance of their job duties.

No employee may access, or attempt to obtain access to, another employee's computer system without appropriate authorization.

For questions on or clarification regarding this Policy, please contact InfoSec at InfoSec@SitusAMC.com.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6.11 Information Security Training

The Information Security team, in consultation with the Training Department, will design and implement formal information security training to be included at least annually, or more frequently as needed, for all employees and upon starting with the Company for any new employee. The Company's training program should appropriately detail the do's and don'ts of information security and the tools at the Company in place to protect against unwanted disclosure of confidential information. It will be reviewed and updated at least quarterly to ensure the training fully captures all in-place SitusAMC safeguards.

All information security trainings must be followed by an assessment of the relevant knowledge acquired during the training. All employees must receive a satisfactory grade, which shall be determined at the Company's sole and absolute discretion and applied uniformly across that employee group, to pass the class. An employee who fails the test will be given an opportunity to retake the test in order to achieve a passing score. Employees who repeatedly fail a continuing education class may be dismissed from employment at the Company.

6.12 Use of Social Media

The Company respects the right of any employee to maintain a blog or web page or to participate in social networking on or through websites or services such as Twitter, Facebook, YouTube, Instagram, SnapChat, LinkedIn or similar sites/services (collectively "social media"). However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not use social media during working time or at any time with Company equipment or property, unless authorized to do so as part of their position with the Company.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that would be a violation of company rules if disclosed through a conversation, a note or an e-mail also cannot be disclosed via social media.
- When using social media, if the employee expresses either a political opinion or an opinion regarding the Company's actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must include a disclaimer. stating that the opinion expressed is their personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.
- Be respectful of potential readers and colleagues. Please do not use discriminatory comments or make maliciously false statements when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company's (or any affiliated company's) products or services without disclosing the nature of the employee's relationship with the Company.
- Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden.
- All other Company policies apply equally to employee social media usage.

The Company encourages all employees to keep in mind the speed and manner in which information posted via social media is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager or HR. Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law. These Guidelines are not intended to interfere with employees' rights under state and federal laws including, but not limited to, the National Labor Relations Act. Further, these Guidelines will evolve as technologies change and new social media tools emerge. On a final note: always remember to think before communicating when using social media.

6.13 Acting on Behalf of SitusAMC / Signing Authority

You must not commit SitusAMC to any obligations, unless you have the express authority to do so. Generally, only SitusAMC's EMT and Legal Department members have authority to enter into commitments or sign contracts on behalf of SitusAMC. Signatory authority approvals are generally expressed by title, type of document, contractual amount, and SitusAMC entity or department. Authorized signatories are expected to be aware of and comply with their respective limitations.

6.14 Personal & Company-Provided Electronic Devices

Company provided electronic devices, including cell phones and any other electronic devices, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own electronic devices for business purposes. These employees should work with the IT department to configure their devices for business use. Communications sent via a personal device also may be subject to monitoring if sent through the Company's networks and the personal device must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a device for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued device to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal device for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal device for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal devices or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting electronic device use while driving. Further, even if usage is permitted, employees may choose to refrain from using any device while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the devices.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of any electronic devices while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6.15 Cell / Camera Phones / Recording Devices

The Company operates in an industry that is privy to confidential information. Maintaining the confidentiality of such information is a joint effort between the Company and its employees. Note that, depending on the business line and office in which you operate, restrictions may apply to the use of mobile devices in the work place, in order to ensure the preservation of the confidentiality of sensitive information, limiting usage to authorized personnel for specific acceptable purpose ("Acceptable Use"). Please refer to your supervisor to assess whether the following restrictions apply to you:

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, the use of mobile/ cell phone, camera phone function on any phone while performing work for the Company outside of a designated phone area is restricted to authorized personnel for specific acceptable use ("Acceptable Use"). For the purposes of this policy, Acceptable Use is defined as:

1. Secure file access using dual factor authentication ("DFA");
2. Management access to email and client calls; and
3. Emergency or anticipated emergency that requires immediate attention.

Use of mobile devices by authorized personnel is limited to the minimum amount of time needed or necessary for Acceptable Use.

With the exception of Acceptable Use, cell phones are not permitted to sit on your desk at any time for any reason. The Company requires that personal phone calls and phone texting take place during meal or break times. You should plan to leave all cell phones either off company property, in your purse/bag or pocket, ensuring that the ringer/message volume is on vibrate or off at all times during the workday.

The Company has a zero-tolerance policy for any cell phone use in the workspace where client information is being worked on. Unapproved use of your cell phone at your desk or on the production floor will be grounds for immediate disciplinary action up to termination of employment.

The use of tape recorders, Dictaphones or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purpose within a designated area or such use is otherwise protected by applicable law.

6.16 Solicitation & Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material via email, handbills, printed or written literature of any kind in working areas of Company is prohibited at all times. Distribution of advertising material via email, handbills, printed or written literature of any kind also is prohibited in all areas during working time. Unless approved by the Company, distribution of literature by non-employees on Company premises is prohibited at all times.

"Working time" is the time an employee is engaged or should be engaged; in performing their work tasks for the Company but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working. For purposes of this policy, "working areas" does not include electronic distribution if otherwise distributed in accordance with this policy.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6.17 Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin board. Make it a practice to review it frequently. This will assist you in keeping up with what is current at the Company. To avoid confusion, please do not post or remove any material from the bulletin board.

6.18 Environmental Affairs Policy

The Company is fully committed to meeting its clients' due diligence, compliance, and associated mortgage-related needs in a manner that is consistent with a clean and sustainable environment. The Company believes conservation is both a good business practice and its duty to preserve the world's natural resources for future generations to enjoy.

In keeping with this belief, it is the Company's policy to conduct business in an environmentally responsible manner that protects the public, its employees, and the earth that we all share.

In addition to complying with all applicable environmental laws and regulations, the Company is committed to:

- Making environmental concerns an integral part of its planning and decision-making processes;
- Educating employees to be accountable for environmental stewardship and encouraging them to seek innovative ways to improve the environmental aspects of the Company's operations;
- Avoiding, minimizing, and mitigating any adverse environmental impact in our operations, where possible;
- Continually reevaluating and improving our environmental programs;
- Promoting the efficient use of energy and natural resources through cost-effective conservation and energy management;

- Ensuring proper handling and disposal of all obsolete IT products, electronics, and other waste;
- Pursuing opportunities to prevent pollution;
- Recycling and reusing waste materials, where possible; and
- Supporting research, development programs, and technologies aimed at minimizing global warming and climate change

How We Will Achieve It:

To ensure commitment to this policy, the following changes have been made. As the Company's environmental program evolves, this list shall be modified to reference additional efforts:

- Using email and instant messaging, along with SitusAMC company software programs and electronic devices to reduce the use of paper in all of our operations;
- Continuing to replace light bulbs with more environmental-friendly low energy light bulbs;
- Installing motion sensor lights in areas of low use wherever possible;
- Reducing and monitoring energy consumption for electricity, gas, and water;
- Turning off unnecessary lights;
- Turning off unused electronics;
- Purchasing recycled office and kitchen supplies whenever possible;
- Actively promoting waste management by "Reducing, Reusing, and Recycling" whenever possible; and
- Evaluating its environmental performance annually to ensure that the Company's conduct is consistent with this policy.

Section 7: Safety, Health & Security

7.0 Health & Safety

The health and safety of employees and others on Company property are of critical concern to SitusAMC. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

An additional measure to ensure health and safety is for employees to keep workspaces clear of trash, unnecessary objects, or other items not pertinent to the job.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

7.1 Drug-Free Workplace Policy

The Company is committed to the highest standards of safety, integrity, and professionalism in its work and will not condone substance abuse by its workforce.

Under this policy, the use of illegal drugs, as defined by Federal Laws, by any employee is prohibited, whether taken on or off the job, unless otherwise restricted by applicable law. The use of alcohol on the job or reporting to work under the influence of alcohol is also a violation of this policy. As described in this policy and to the extent permitted by applicable law, the Company may test employees for the presence of controlled substances to ensure compliance with this policy. Violators are subject to disciplinary action up to and including termination of employment.

Drug Use / Distribution / Impairment / Possession:

Everyone in our workforce is prohibited from, unlawfully or without authorization, using, possessing, manufacturing, distributing, or selling, or making arrangements for the sale or distribution of controlled or illegal substances, inhalants, or any other mind-altering or intoxicating substances while at work or on the property of the Company or its customers, while using Company or customer equipment, while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company. Employees also are prohibited from reporting to work or working while they are using or under the influence of any drugs as well as any controlled substances which may impact an employee's ability to perform the employee's job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee to report to work.

Alcohol Use / Possession / Impairment:

Everyone in our workforce is prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on the property of the Company or its customers, while using Company or customer equipment, while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company. Company organized and/or pre-approved events and celebrations that are held on company property are the only exceptions to this policy - in which case any consumption must be reasonable and responsible.

Drug Testing

The Company may test for mind-altering or controlled substances, including but not limited to the following: Alcohol, Amphetamines, Barbiturates, Cocaine, Cannabinoids, Methaqualone, Opiates, Phencyclidine, Benzodiazepines, Methadone, Propoxyphene, to the extent permitted and in accordance with applicable law. The Company reserves the right to test for additional controlled substances, or alcohol, as the company deems appropriate, to the extent permitted and in accordance with applicable law.

Testing will be required under the following circumstances, to the extent permitted and in accordance with applicable law:

- Job Application Testing: Pre-employment drug testing will be conducted on all applicants after they have been extended an offer of employment. Any applicant failing the drug test or refusing to submit to the drug test will be disqualified for further consideration of employment with the Company.
- Reasonable Suspicion Testing: If an employee reports to work in a condition giving a supervisor reasonable cause to suspect the influence of drugs or alcohol, the employee will be required to submit to a breath, blood and/or urine examination. Reasonable suspicion testing will be based upon specific objective and articulate facts. Such facts and inferences may be based upon, but not limited to the following:
 - Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 - Evidence or information that an individual has tampered with a drug test during his employment with the Company.
 - Evidence or information that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle or equipment.

If the reasonable cause test results reveal the employee has such substances in their system, the employee will be subject to termination of employment.

Medical Review of Test Results

Laboratory results, of all testing provided under the SitusAMC Drug Free Workplace Policy, shall be received and reviewed by a Medical Review Officer (MRO). The MRO shall contact all individuals who test positive to discuss testing results and to inquire about possible prescriptive and/or over-the-counter medications, which could have caused a positive test result. After thorough review of all information relevant to the test result, the designated MRO shall confidentially report confirmed test results to HR.

Notification and Right to Contest A Positive Confirmed Drug Test

An employee or job applicant, who receives a positive confirmed test result, may submit written information to the Company offering further explanation or contesting the confirmed test result within five (5) working days after receipt of written notification of a positive test result. The Company, within fifteen (15) days of receipt of this additional information, shall respond in writing to the tested individual regarding its assessment of the information provided and final determination. In the event an employee/applicant undertakes a legal challenge to a drug test result, the tested individual is responsible for notifying the testing laboratory to ensure that the test specimen is retained by the laboratory until the litigation is finalized. An employee or applicant may also request a retest of the original specimen within one hundred and eighty days (180) of notice of the positive test result by another qualified laboratory. The employee or job applicant requesting the retest shall be responsible for all fees associated with the retesting request.

Consequences of Positive Test or Test Refusal: Applicants

Applicants testing positive for abused substances will result in the rejection of the employment applications and any job offers will be rescinded, to the extent permitted and in accordance with applicable law. Furthermore, these applicants may reapply after six months only if all of the following criteria are satisfied:

- The applicant was not engaged in the sale of drugs to others or engaged in any other criminal activity, such as theft, coincident with said drug and/or alcohol abuse.
- It was the applicant's first drug test with the company.
- The applicant passes a subsequent drug test.
- Work is available to which the applicant be assigned at an appropriate pay scale, which in the sole judgment of management does not, by virtue of the employee's confirmed drug and/or alcohol abuse, endanger the safety of coworkers or the public, or pose an unreasonable security risk to company products or property, or require additional supervision to assure required standards of productivity or work quality.

Please Note

Satisfying the above requirements allows the applicant to reapply for employment. There is absolutely no guarantee of employment because these requirements were fulfilled. The normal application, interviewing, and selection process still applies to candidates who reapply for consideration. A second positive drug test would result in ineligibility to reapply at any time in the future.

Employees

Disciplinary consequences for violating this Drug Free Workplace policy may include termination of employment for cause and potential denial of Unemployment Compensation benefits.

Following confirmed drug or alcohol abuse and exhaustion of appeal rights, an employee may be retained at the Company's sole discretion only if all of the following criteria have been satisfied:

- The employee was not engaged in the sale of drugs to others or engaged in any other criminal activity, such as theft, coincident with said drug and/or alcohol abuse.
- It was the employee's first offense with the company.
- The employee may not return to work until he or she can pass a subsequent drug test.
- Work is available to which the applicant can be assigned at an appropriate pay scale, which in the sole judgment of management does not, by virtue of the employee's confirmed drug and/or alcohol abuse, endanger the safety of coworkers or the public, or pose an unreasonable security risk to company products or property, or require additional supervision to assure required standards of productivity or work quality.

Please Note

A second positive drug test would result in termination of employment and the employee would be ineligible to reapply in the future.

Employee Assistance Programs, Rehabilitation Programs, and Follow-Up Testing

Employees are encouraged to voluntarily seek rehabilitative treatment. Once a violation of this policy occurs, subsequently seeking treatment on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action. The employee's decision to seek assistance prior to a known violation of this policy will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Payment of all treatment services shall be the responsibility of the employee.

7.2 Smoking & Tobacco Use

No smoking or other use of tobacco products (including, but not limited to cigarettes, the use of e-cigarettes or other electronic devices, pipes, cigars, snuff, or chewing tobacco) is prohibited on Company premises, except in designated outside areas, and in vehicles owned, leased, or rented by the Company. Employees may use these products outside in designated areas during breaks only. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with HR. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

7.3 Workplace Violence

The Company is committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for

the purpose of domination or intimidation. To the extent permitted by State law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede the Company's ability to investigate and respond to any such complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by any non-SitusAMC intern, contractor or employee, in the vicinity of a SitusAMC office, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

7.4 Building Security and Access Badges

The Company expects every employee to take building security seriously. As such, we rely on you to assist us in keeping our offices safe and secure. Based on our client contracts, our Company only allows authorized personnel to gain access inside the office via swipe card access. All visitors are required to enter through the main entrance, sign a visitor log and must either be escorted throughout the office or given permission via SitusAMC management to move freely throughout the office.

The following rules are in place to ensure our clients' information is protected at all times. Equally, these rules are in place to ensure the safety of all of our employees from unwanted outside visitors. Please review the Company Physical Security Policy and the following security rules. If you have any questions, please direct them to Management.

1. When entering and exiting the office or the SitusAMC suite, you must use your assigned swipe card badge or key that was issued in your name for each entry and exit. You may not use someone else's badge to gain access into the office.
2. If you do not have your badge/key, you must gain access into the office through the main entrance (front door) by sounding the buzzer and then let into the office by an authorized employee. If you work in an office where there is no buzzer, you must seek to alert personnel within the office of your arrival prior to entering.
3. If an employee has lost or misplaces their badge/key they must notify their supervisor immediately upon entering the office.
4. If an employee is leaving the office and someone tries to gain access into the office, while the door is open, without swiping their card, it is the employee's responsibility to ask that employee or visitor to swipe their card before coming in. If the unidentified person does not have a badge and gains access into the office, the employee is then responsible to immediately notify a member of management that that person has entered the office. This process is required for any visitors trying to gain access into the office.
5. When entering the office with another employee, all employees must still swipe their card even though

the door is open (there is an approximate 4 second delay for the swipe pad to reset after someone has swiped their card (wait until the light is red). This is to ensure we have accurate swipe card access registration to coincide with video surveillance of who has entered the building.

6. Please note that during the event of an emergency or fire drill, employees are not required to swipe their card when evacuating the building.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

7.5 Inspections

The Company reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas, to the maximum extent permitted by applicable law. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection. Failure or refusal to cooperate may result in discipline, including discharge.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

Section 8: Corporate Ethics & Compliance

The Company is committed to ensuring its employees conduct themselves with the highest integrity, and expects its employees conduct themselves with clients, business partners and colleagues in accordance to these standards. Specifically, the purpose of this Section is to deter wrongdoing and to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Compliance with the Company policies, applicable laws and regulations; establishing practices, procedures and internal controls that ensure such compliance;
- Prompt internal reporting of violations of this Handbook to appropriate persons; and
- Accountability for adherence to these principles.

This Handbook is designed to provide guidelines about best practices and minimum conduct expectations. However, it is not intended to address every specific situation. The Company requires that in every instance you act honestly, fairly and with a view toward “doing the right thing”. Furthermore, this Handbook supplements and does not replace any other applicable policies. You are required to know and understand all Company policies. If there is any actual or apparent conflict between any provision of this Section and any provision of any Company policy, you should consult with HR to determine the appropriate course of action.

If you do not understand your obligations as set forth in this Section, please seek clarity from HR, by emailing HRhelpdesk@situsamc.com. Failure to (i) comply with any requirements of the Section at any time or (ii) complete and pass the mandatory compliance training assessment, may result in disciplinary action, up to and including termination of your employment with the Company, in accordance with the Corrective Action Policy.

8.0 Conflict of Interest & Business Ethics

It is the Company's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
- Holding any interest in an organization that competes with the Company;
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company other than may be allowed by the SitusAMC Moonlighting policy; and/or
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business- related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

Non-Solicitation of Clients and Employees

In order to protect SitusAMC's confidential information and trade secrets, you may not, during your employment and for a defined period after your employment, directly or indirectly, solicit, induce, cause, participate, or assist any third party in soliciting, any clients or employees away from SitusAMC in any manner which relies on using SitusAMC's confidential information or trade secrets.

Personal Conflicts of Interest

Conflicts of interest may arise when it becomes difficult for you to maintain separation of your personal and professional interests or competing interests between two professional interests. Actual, and even potential, conflicts of interests can cause serious reputational damage. You are required to disclose to HR any activities, or relationships that may interfere, or appear to interfere with, your ability to act in the best interest of SitusAMC and its clients, within 30 days of hire or when the conflict arises.

If confronted with a conflict of interest or a potential conflict of interest situation related to your job responsibilities, you must take an objective look at the circumstances and determine whether a reasonable observer, such as a customer, supplier, examiner or government representative, would have any basis to believe that a conflict of interest exists. For more information, please review the Conflicts of Interest and Business Ethics Policy referenced in Section 8.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.1 Moonlighting

Full-Time Salary Exempt, Full-Time Salary Non Exempt and Full-Time Hourly employees shall not accept or engage in any activity, business, or employment with a competitor or other employer, either during or after working hours that would conflict with SitusAMC or their clients, or diminish the ability of the employee to render to the company the full, loyal, and undivided service which is contemplated in his or her employment by the Company.

Assuming an employee is in full compliance with the paragraph above, second jobs are permissible only if the employee can continue to perform his or her normal work requirements within the scheduled workweek. Work assignments and schedules will not be changed or otherwise modified for employees to perform duties not related to the Company.

Permission to hold any outside employment or business interests with anybody doing business with the Company, its clients, its suppliers, its competitors, or its dealers must be secured in writing from the Company's HR department. Employee understands that failure to secure advanced written permission or follow this policy may result in disciplinary action including termination.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.2 Hiring Relatives / Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform HR. Failure to timely disclose this relationship may result in disciplinary action up to and including termination.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.3 SitusAMC Proprietary Information

You are reminded that SitusAMC has exclusive ownership rights, including copyright, with respect to any work produced by an employee in the course of rendering services to SitusAMC, including computer programs and related materials. Such work may not be used for any purpose other than the benefit of SitusAMC, and no copies thereof may be retained by persons leaving the employ of SitusAMC without the consent of SitusAMC.

You agree to assign to SitusAMC the full and exclusive rights to any copyright registered to you relating to copyrightable work produced by you for SitusAMC and agree to execute all papers and perform all acts with reference to any copyright proceedings, whether during or after your employment, including the execution of all documents necessary in the procurement of all copyrights based on your copyrightable work.

Use of SitusAMC's logo or brand identity (artwork, etc.) requires prior written approval from SitusAMC's Marketing Department. This includes creating a username or account incorporating SitusAMC's name or variations in connection with any blog or social media account. Such uses will automatically belong to SitusAMC (and your creation or use will be deemed an assignment of rights to SitusAMC to the extent not already so vested) and must therefore adhere to applicable rules of professional responsibility and to SitusAMC's global brand and style guidelines.

8.4 Confidential Company Information

During the course of work, an employee may become aware of confidential information about the Company's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers, legal positions, and similar information not available to the public. An employee also may become aware of similar confidential information belonging to the Company's clients (including, but not limited to "non-public personal information" of our clients' consumers or customers as such term is defined by the Gramm Leach Bliley Act of 1999, P.L. 106-102, 113 Stat. 1138 and its implementing regulations),

investors or affiliates. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. The obligation of confidentiality is a continuing one that extends beyond an employee's termination of employment with the Company.

Employees may be required to sign an agreement reiterating these obligations.

In the event you leave the Company, you must not take any of the Company's or its clients' confidential information. Taking the Company's confidential information gives the Company the right to bring legal action against you and any person or entity to whom you give such information. Upon termination of your employment at the Company, you are required to return all copies, in whatever form, of any confidential information. Similarly, before joining the Company you may have worked for another employer and come into contact with confidential information belonging to that employer. You should not bring any such confidential information to the Company. Bringing confidential information to the Company can result in legal action against the Company and yourself.

Confidential information includes but is not limited to any competitive information which is not in the public realm. Specific examples of confidential information may include such things as:

- Computer programs or other technology architecture;
- Base code and source code;
- Inventory lists;
- Inventions created for or in connection with your employment at the Company;
- Risk models;
- Business strategies;
- Deal documentation;
- Client lists;
- Business methodologies;
- Product pricing;
- Research which has not been disseminated to the public; and
- Any document or tangible items created for the Company or in connection with your employment at the Company.

Non-proprietary information may include such things as:

- A personal rolodex;
- Personal documents or files;
- General know-how not specifically related to the Company.

In the event you have any doubt as to what constitutes confidential information, you should contact your manager. This policy should be read in conjunction with the Company's Privacy Policy.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.5 Publicity / Statements to the Media on Company's Behalf

Only the CEO of the Company is authorized to make or approve public statements on behalf of the

Company. All media inquiries regarding the position of the Company as to any issues must be referred to the Chief Marketing Officer at Marketing@situsamc.com. No employees, unless specifically designated by the CEO of SitusAMC, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the CEO of SitusAMC. Requests should be submitted immediately to Marketing@Situsamc.com.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.6 Record Retention

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy and applicable direction provided by management can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact HR to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

8.7 Self-Reporting of Arrests

Unless otherwise overridden by state or local law, the Company requires all employees to self-report any new arrests/criminal charges. Such items should be reported both (i) at the time of arrest including a description of the reason for arrest and any potential impact on the employees anticipated work schedule and (ii) at the time of any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program (or jurisdictional equivalent), or entering a plea of guilty in your best interest, or Nolo Contendere for any criminal offense other than a minor traffic violation. In both cases, the employee should report such event to the Company within forty-eight (48) hours after the applicable event in question. Notification to the Company may be mandated under certain client contracts and individuals may be removed from being able to participate in any or all of the engagements currently being worked by the Company. An employee that fails to report this information may be subject to disciplinary action, including suspension or termination. To report this information, contact HRhelpdesk@situsamc.com.

8.8 Whistleblower

A whistleblower, as defined by this policy, is an employee of the Company who reports an activity that the employee considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities may include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact their immediate supervisor or HR. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas – (1) confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from

retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact HR or the Compliance Hotline (see below) immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

If you become aware of any violation of this Code or other applicable policies, laws, rules or regulations by SitusAMC, its employees, officers, directors, or any third party doing business on SitusAMC's behalf, you are required to promptly report the matter to HR or follow the procedures set forth in the Compliance: Reporting Issues And Concerns Policy.

SitusAMC has an anonymous Compliance Hotline to report any issues or violations anonymously, which can be accessed either via a toll-free number that you can call in the US is 1-800-462-0334 and 0-800-088-5864 in Europe, or online, at <https://www.mycompliancereport.com/>. Please refer to the Compliance Reporting Issues and Concerns Policy or Atlas to obtain further guidance on the use of this hotline.

8.9 Anti-Bribery

Statement of Policy

The Company, including its subsidiaries, maintains an Anti-Bribery Policy prohibiting any improper or unethical payment to government officials or a party to a private commercial transaction anywhere in the world by any SitusAMC officer or employee (together, "SitusAMC associates") or agent of the Company. This Anti-Bribery Policy is designed to comply with the requirements of the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K Bribery Act 2010 (the "U.K. Bribery Act") and other anti-bribery laws of the jurisdictions in which we do business. These laws generally prohibit bribes, kickbacks, or illegal payments to influence business transactions and require us to maintain accurate books and records and a system of internal controls. The Company's Anti-Bribery Policy states:

- No SitusAMC associate or agent has the authority to offer payments of money or anything else of value, whether directly or indirectly, to a government official or a participant in a private commercial transaction to induce that person to affect any act or decision in a manner that will assist the Company or any of its associates or agents to obtain or retain business.
- Every SitusAMC associate and agent has the obligation to record accurately and fairly all of their transactions involving any expense of the Company.

In addition to direct payments of money, other examples of prohibited payments would include the following made at the direction, or for the benefit, of a government official or a commercial business partner:

- Excessive gifts, or travel, meals, entertainment or other hospitality expenses;
- Contributions to any political party, campaign or campaign official; or
- Charitable contributions and sponsorships.

The Anti-Bribery Policy extends to the Company's operations anywhere, including all agents, consultants or other representatives, as well as to any joint venture or other business enterprise in which the Company is a participant. The Anti-Bribery Policy is applicable to activities of individual SitusAMC associates, as well as corporate and business unit programs, events, campaigns and other initiatives.

Penalties

Violations by any Company associate of the anti-bribery laws or this Anti-Bribery Policy will result in

corrective action, including possible termination of such associate's employment with the Company.

Violations by any SitusAMC associate or agent can also result in severe penalties for both the Company and such individuals.

For example, individuals can receive five years of imprisonment and a \$100,000 fine for each violation of the anti-bribery provisions of the FCPA, and twenty (20) years imprisonment and a \$5 million fine for each violation of the record keeping provisions of the FCPA. Under the U.K Bribery Act, bribery and corruption is punishable for individuals by up to ten years imprisonment and companies could face an unlimited fine.

The FCPA specifically prohibits a company from reimbursing an officer, director, stockholder, employee, or agent for fines imposed for violations of the FCPA, so any fines for violations that you are responsible for will be paid from your personal assets. In addition, the Company will cooperate fully with law enforcement authorities in the investigation and prosecution of alleged violations of anti-bribery laws.

Permitted Expenses

SitusAMC prohibits its employees from receiving or giving any gift in expectation of receiving something in return (quid pro quo) by any of the follow individuals:

- Officers and employees of any government, department, agency, bureau, authority, instrumentality or public international organization;
- Persons acting in an official capacity on behalf of a government;
- Employees of entities that are owned or controlled by a government;
- Candidates for political office;
- Customers;
- Vendors; or
- Other business partners.

During the holiday season and other occasions, it is not uncommon for SitusAMC, its clients and its vendors to express their appreciation by sending gifts to each other. While we recognize that this practice is customary, it is important for you recognize that improprieties or the appearance of improprieties can and do at times arise from these situations.

With this in mind, it is important for you to follow these guidelines:

Accepting or giving a gift > \$50 (or £50 or €50)	Must be disclosed to Compliance
Accepting or giving a gift > \$200 (or £200 or €200)	Requires pre-approval from Compliance
Accepting or giving entertainment > \$50 or (£50 or €50)	Must be disclosed to Compliance
Accepting or giving entertainment > \$1000 or (£1000 or €1000)	Requires pre-approval from Compliance

In addition

- Do not accept/offer any gift that is in cash or are cash equivalents.
- Avoid gifts and entertainment to and from public officials or closely related individuals of public officials.
- Management Employees should not accept gifts from those under their supervision.

It is crucial that entertaining should not be given or received on such a scale that it forms an inducement to enter into a business transaction or arrangement which would not otherwise be undertaken. Moreover, in no event may any gift or hospitality cause any other provision of this Anti- Bribery Policy to be violated.

Pre-approval requests and disclosures can be made via <http://atlas/legal/SitePages/Disclosures.aspx>, or via email to compliancegov@situsamc.com.

Any expenses incurred in contradiction with these guidelines will not be reimbursed and may further lead to disciplinary action.

Political and Lobbying Activities

You are permitted to pursue personal political activities and to make personal political contributions to the extent permitted under law. However, SitusAMC prohibits its employees from making contributions to public officials or candidates for political office if those contributions are intended to influence the award or retention of business. You may not use SitusAMC resources for any political event or political contribution, or make a contribution on behalf of SitusAMC, without prior written approval from Compliance.

Recordkeeping

Any gift, entertainment or hospitality given, received or offered will be accurately recorded, and no expenditure may be made with the express or implied agreement that it is to be used for any purpose other than as described by the records reflecting the expenditure.

Third Parties' Compliance with SitusAMC's Anti-Bribery Policy

The Company's obligation of ethical and legal behavior includes and encompasses the activities of The Company's agents, representatives, consultants and business partners (including joint venture partners). The Company will be held accountable for the actions of third parties doing business on behalf of the Company, so every SitusAMC employee, associate and agent must remain vigilant to ensure such third party's compliance with this Anti-Bribery Policy. Willful ignorance of facts or circumstances which make it likely that bribery could be occurring will be a violation of this Anti-Bribery Policy and anti-bribery laws.

Red Flags that signal possible violations of the Anti-Bribery Policy include, but are not limited to:

Among many other situations, the following situations, whether or not involving a government official, could expose the Company and the individuals involved to a risk of a violation, and need to be reported as set forth below:

- Requests or demands for a bribe.
- Requests or suggestions that the Company make a charitable donation to a particular charity.
- A person with whom the Company is dealing has a reputation for receiving questionable payments.
- A non-governmental person with whom the Company is dealing has a known family or other significant relationship with government officials.

- A request for an unusual or excessive payment, such as a request for over-invoicing, unusual up-front payments, unusual commissions, a request for payments to be made to a third party (or to a third country), to a foreign bank account, in cash or otherwise untraceable funds.
- A proposed agent or representative has little or no expertise or experience in the area (whether geographic, professional or otherwise) in which it will represent the Company.
- A proposed agent or representative refuses to provide written assurances that he or she will not make any improper payments.
- A proposed agent or representative with whom the Company seeks to do business requests an unusually high commission.
- A proposed agent or representative with whom the Company is conducting business fails to provide standard invoices.
- A potential governmental customer requests an unusual credit or rebate with or from the Company in return for its business.
- Unusual bonuses or other amounts paid to agents or representatives of the Company.

Reporting Violations

Your conduct can reinforce an ethical atmosphere and positively influence the conduct of fellow SitusAMC associates. If you discover suspected misconduct you must report it to the Director of Human Resources or CEO of the Company. Reports of misconduct that involve the Director of Human Resources or CEO must be reported to the Board of Directors. All violations of the Anti-Bribery Policy will be reported to the SitusAMC Board of Directors. SitusAMC has an anonymous Compliance Hotline to report any issues or violations anonymously which can be accessed either via toll-free number (US: 1-800-462-0334 and Europe: 0-800-088-5864, or online at <https://www.mycompliancegov.com/>.)

A failure to report known or suspected wrongdoing in connection with the Company's business of which a SitusAMC employee, associate or agent has knowledge may, by itself, subject that individual or entity to disciplinary action, including prosecution under the anti-bribery laws of any jurisdiction (including the FCPA).

Questions regarding this policy should be directed to the Compliance Department at compliancegov@situsamc.com.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.10 Market Abuse and Insider Dealing

In the course of your employment, you may come into possession of material, non-public information regarding any other company (including, but not limited to "non-public personal information" of our clients' consumers or customers as such term is defined by the Gramm Leach Bliley Act of 1999, P.L. 106-102, 113 Stat. 1138 and its implementing regulations) ("MNPI" or "Insider Tradable Information"). It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors, and you are prohibited from trading in the securities of that company.

In addition, you may not pass on, or "tip" this information to any other person (except as may be required in accordance with the Insider Trading policy). MNPI means information that is both material and non-public. Information is "material" if a reasonable investor would consider the information important in deciding whether to buy, sell, or hold a company's securities, or if the information could reasonably be expected to affect the market price of those securities. For more information, please review the Insider Trading Policy.

8.11 Fraud and Unlawful Activity

You are expected to behave ethically and honestly when conducting business and engaging with colleagues.

You must not misrepresent or intentionally conceal facts for personal gain, or further engage in any unlawful activity, during or outside of working hours. This not only exemplifies dishonest or unethical behavior, but it can also adversely affect SitusAMC's reputation, and SitusAMC has a zero tolerance policy related to fraud and illegal activity.

Compliance with applicable laws, rules, and regulations and SitusAMC policies is a term and condition of initial and continued employment; failure to comply with them may result in disciplinary action, up to and including termination.

If you witness, or suspect, fraudulent behavior at work, you must report it to supervisor immediately.

8.12 Anti-Money Laundering

It is the policy of the Company to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorists or criminal activity.

Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origin of criminally derived proceeds so that the unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets. Generally, money laundering occurs in three stages:

- Placement: Cash generated from criminal activities is converted into monetary instruments, such as money orders or travelers' checks, or deposited into accounts at financial institutions.
- Layering: Funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin.
- Integration: Funds are reintroduced into the economy and used to purchase legitimate assets or to fund legitimate businesses.

Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

Anti-Money Laundering (AML) Compliance Officer Designation and Duties

The Company's Head of Compliance, or, in his absence, the General Counsel/Chief Risk Officer, has been designated as the Security Officer responsible for the daily coordination and monitoring of compliance within this policy and for the filing of suspicious activity reports with proper agencies when deemed appropriate.

The Company shall monitor a sufficient amount of transactional activity to permit identification of patterns of unusual size, volume, pattern or type of transactions, geographic factors such as whether jurisdictions designated as "non-cooperative" are involved, or any of the identified "red flags."

The Security Officer will be responsible for this monitoring and will report suspicious activities to Legal, the CEO, appropriate authorities, and any applicable client in the event that the Company becomes aware of any unusual or potentially suspicious activity arising from or in connection with client services provided.

Red flags that signal possible money laundering or terrorist financing include, but are not limited to:

- The client exhibits unusual concern about the Company's compliance with government reporting requirements and the firm's AML policies (particularly concerning its identity, type of business), or

is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or documents.

- The client wishes to engage in a transaction that lacks business sense or is inconsistent with the client's stated business.
- The information provided by the client that identifies a legitimate source for funds is false, misleading, or substantially incorrect.
- Upon request, the client refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.
- The client (or a person publicly associated with the client) has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations.
- The client exhibits a lack of concern regarding transaction costs.
- The client appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate commercial reasons, to provide information or is otherwise evasive regarding that person or entity.
- The client has difficulty describing the nature of his or her business.
- The client attempts to conduct frequent or large transactions or asks for exemptions from the Company's AML policies.
- The client engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid the \$10,000 government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds.
- For no apparent reason, the client has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.
- The client is from, or has accounts in, a country identified as a noncooperative country or territory by the FATF.
- The client has unexplained or sudden extensive money service activity, especially when they had little or no previous activity.
- The client has a large number of wire transfers to unrelated third parties inconsistent with the client's legitimate business purpose.
- The client has financial activity with no apparent business purpose to or from a country identified as money laundering risk or a bank secrecy haven.
- The client makes a funds deposit followed by an immediate request that the money be wired out or transferred to a third party, or to another firm, without any apparent business purpose.
- The client requests that a transaction be processed to avoid the Company's normal documentation requirements.
- The client uses multiple accounts or maintains accounts in the names of family members or corporate entities, with no apparent purpose.
- The client has inflows of funds or other assets well beyond the known income or resources of the client.

Responding to Red Flags

When an employee of the Company detects any red flag, he or she will immediately notify their Manager, Lead, or CSM, who will then coordinate with Legal to investigate any such notification.

Training

All SitusAMC employees shall receive training, no less than annually, to ensure current knowledge of the methods used to detect money laundering and industry best practice.

8.13 Compliance with Executive Order 13224

The Company annually screens or causes to be annually screened its Service Provider Personnel, Subcontractors and Subcontractor personnel who will be providing Services or Deliverables hereunder against:

- the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of the Treasury,
- the U.S. Department of Housing and Urban Development's Limited Denial of Participation List (found on www.hud.gov);
- the Excluded Parties List located on the System for Award Management Database (found on www.sam.gov);
- the National Mortgage Licensing System and Registry (found on www.nmlsconsumeraccess.org) where applicable; and
- FHFA Suspended Counterparty Program Checks.

If a SitusAMC employee is aware that they are on any exclusionary list listed above or a list held or developed by a SitusAMC client, such issue must be raised immediately to the Company's attention.

Violators of this policy may be subject to disciplinary action, up to and including discharge. Any potential violations should be communicated to compliancegov@situsamc.com.

8.14 Privacy Policy

The Company, including its affiliates, takes the privacy of non-public personal information (NPI) seriously. We are committed to collecting, using, safeguarding, disclosing, and disposing NPI responsibly and to the extent necessary for the services we provide. We also strive to be open and transparent as to how we handle NPI. This document describes our privacy policy with respect to NPI to which we may obtain access during the course of performing our services. NPI includes, but is not limited to: (i) personally identifiable information of our clients' customers or consumers such as social security numbers, FICO scores, assets, account numbers, etc.; and (ii) client information such as portfolios for sale or being acquired, operational initiatives, etc.

Our policy is to comply with all applicable state and federal laws pertaining to the privacy and confidentiality of consumer information, including, but not limited to the provisions of the Gramm-Leach-Bliley Act applicable to the reuse of information by third parties, the Fair Credit Reporting Act as it relates to consumer reports, and their state law counterparts as well as the General Data Protection Regulation, to the extent applicable.

The Company will never use or sell NPI for marketing purposes. We will not reveal specific information about customer and consumer accounts or other personally identifiable data to affiliated or non-affiliated third parties for their independent use, except in the following circumstances:

- a. We may disclose the information to affiliates of the financial institution from which we received the information;
- b. We may disclose the information to an affiliate or a third party, to be used only for the

purposes of effectuating our services. We require third parties with whom we share such information to maintain similar standards of conduct regarding the safeguarding, privacy, and disposal of the information;

- c. We may disclose the information as required by or allowed by law (e.g., subpoena, investigation of fraudulent activity, request by regulator, etc.).

The Company provides various services to our clients. From time to time, we involve employees, consultants and agencies that may, in the course of their duties, have access to NPI that we hold. We restrict their access to any NPI we hold as much as is reasonably possible and provide it strictly on a “need to know” basis.

Because we understand the importance of protecting NPI, we have taken the following precautionary measures:

- a. Paper information is either under supervision or secured in a locked or restricted area or building;
- b. Electronic hardware is either under supervision or secured in a locked or restricted area. In addition, passwords are used on computers;
- c. Paper information is transmitted through sealed, addressed envelopes or boxes by reputable companies or by SitusAMC staff;
- d. Electronic information is transmitted either through a direct line via secure file transfer protocol (SFTP) or is password protected encrypted media;
- e. Staff is trained to collect, use and disclose NPI only as necessary to fulfill their duties and in accordance with our privacy policy;
- f. External consultants and agencies with access to NPI must provide us with appropriate privacy assurances; and
- g. If it becomes necessary to dispose of NPI, paper information is securely shredded (crosscut) and electronic information is permanently sanitized.

To this extent, the Company has designated the Chief Technology Officer, Information Security Manager, Legal and Director of Human Resources to oversee the Company’s information security program. This program will identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer and consumer information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. The Company will regularly test the safeguards put in place and monitor their effectiveness. The Company will also oversee service providers by taking reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for customer information and by requiring service providers by contract to implement and maintain such safeguards.

The Company will also ensure the proper disposal of NPI by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

All SitusAMC employees with potential access to NPI are given a copy of the Company’s Privacy Policy upon hire. In addition, employees using any SitusAMC resource are defined and provided discretionary access according to their role in the company. Every employee is assigned to at least one Active Directory Group. Active Directory Groups are defined at the user role for resource access. All other access outside of that defined by the group is forbidden. For example, one role/group is Underwriters. The Underwriters group only requires access to the Clarity software system and any on-line loan files. All other resource access is denied. Employee access is documented and regularly reviewed by the Company’s IT and Business personnel.

An “Acceptable Use” policy applies to all SitusAMC personnel, whether they are third party contractors, full-time, or part-time employees. It includes intellectual property, as well as SitusAMC- owned computing equipment. It is also applicable to all methods or means of access, whether initiated from in-network or out-of-network.

Access and use of any and all Company systems and equipment is a privilege granted to each employee by the Company management, which may be revoked, at any time, for any reason or no reason, at its sole discretion. All systems and equipment are meant to support, provide, and promote the goals and mission of the Company. In return, the Company pledges to appropriately give employees everything they need to do their job in a secure, reliable environment.

Employees using SitusAMC resources agree to behave ethically, appropriately, and responsibly while using the Company systems and network resources. This includes, but is not limited to:

- a. intellectual property;
- b. system security measures;
- c. confidentiality of mortgage, NPI, and all other client data;
- d. data integrity;
- e. appropriate use of system resources;
- f. immediate notification of observed abuse to IT personnel;
- g. immediate discontinuation of inappropriate behavior upon notification;
- h. care to not damage any equipment allocated to a user;
- i. vendor licensing requirements;
- j. use of necessary Internet sites;
- k. not making copies of nor using illegal copies of the Company copyrighted software;
- l. not making copies of nor using illegal copies of copyrighted software belonging to others; and
- m. not making unnecessary copies of confidential information, including, but not limited to non-public personal information.

In addition, the Company categorizes information and data into particular buckets that govern access by the Company personnel and third parties, as noted below:

Top Secret	Highly sensitive internal use only; only available to executive management and human resources personnel. Examples - Accounts Receivable/Payable, Payroll.
Confidential	Sensitive internal use only; includes information critical to business operations. Available only to upper and executive management. Examples – Client information, regulatory information.
Proprietary	Internal use only; includes information specific to SitusAMC’s way of conducting business. Available to upper and executive management; individual pieces disseminated as needed appropriately. Examples – Clarity application information, project plans.
Internal – non management	Internal use only; appropriate SitusAMC personnel can use. Examples – loan information used for file review, travel itineraries.
Public	Internal and External use; approved for public use. Examples – SitusAMC.com web site (non-login) pages.

Finally, all new employees or contractors of the Company acknowledge their acceptance of all duties regarding confidential and proprietary information they receive while working at the Company via his/her employment agreement or consulting agreement. In addition, they acknowledge that all provisions relating to the confidential and proprietary information is reasonable and necessary for the protection of the Company and its affiliates. When the Company deals with any third parties, including potential vendors or clients, all discussions are preceded by a fully executed confidentiality agreement that addresses the issues described above as a condition to enter into an agreement with a specific third party for any services.

If you have any questions about this privacy policy, please contact HR (HRhelpdesk@situsamc.com).

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.15 Identity Theft Red Flag Program

The Company is committed to combating identity theft and complying with applicable laws and regulations relating to identity theft prevention. The Company's clients are subject to certain provisions of the Sections 114 and 315 of the Fair and Accurate Credit Transactions Act ("FACTA") of 2003, which requires covered financial institutions to develop, implement and maintain a written Identity Theft Prevention Program. SitusAMC's Identity Theft Red Flag program (the "Program"), provides employees the tools to detect, prevent and mitigate identity theft in connection with the client loan data and documents including reasonable policies and procedures for addressing discrepancies. For the purpose of the Program, covered accounts are client provided loan data and documents.

As required by FACTA, the Program includes four components: 1) Identifying Red Flags, 2) Detecting Red Flags, 3) Preventing and Mitigating Identity Theft and 4) Annual Program review.

Identifying Relevant Red Flags

The types of red flags included in this Program are those identified by FACTA, our clients and those identified by the Company based on experience with the Company's portfolio, industry findings, as well as regulatory guidance. These are monitored to assure that updates are made when deemed necessary based on changes in the types of fraud seen in the market space, as well as new experiences or trends seen by the Company and its clients.

There are additional details on how the Company mitigates relevant Red Flags in the SitusAMC Red Flags Policy, Information Security Policy, Data Protection Policy and Privacy Policy.

Detecting, Preventing and Mitigating Red Flags

All SitusAMC staff will receive adequate training upon hire and annually regarding identity theft and mortgage industry fraud to ensure they understand how to detect and prevent identity theft. The Company will review and enhance, where applicable, the current training process and procedures to ensure Red Flags are detected. Below are some of the components that employees will perform:

- Review training plans and work with the appropriate staff to enhance existing training, if applicable.
- Evaluate internal procedures to ensure appropriate steps are in place to detect identity theft including verification of client use of Fraudguard.

This Program includes all client-covered accounts, how the Company allows access to them and methods of identity theft our clients have experienced or foresee as likely.

Upon detecting any of the Red Flags, Employees should immediately notify infosec@situsamc.com, who

will determine the actions to be undertaken in coordination with the General Counsel and the relevant Department Leaders, as appropriate.

Annual Program Review and Updating

Annually, or more frequently if required, the Information Security Department will make necessary updates and recommendations, to accommodate any changes in the risk based on the Company and client experiences, market data or changes in business arrangements, as well as evaluate its overall effectiveness.

Risk Assessments

The CISO is responsible for the Program, reviews it with Executive Leadership and provides updates as needed regarding the effectiveness thereof, and the CISO will perform a periodic risk review of the Program or specific components of the Program.

Finally, the Company ensures that its contracts with clients cover the appropriate policies and procedures required for compliance to FACTA regulations and the Program.

Conflict Resolution and Exception Approval

In the event that there is an interpretation difference associated with the requirements of this Program, the CTO shall serve as the initial arbiter. If the CTO cannot resolve the difference, the CEO will serve as the arbiter.

Violators of this policy may be subject to disciplinary action, up to and including discharge. Any potential violations should be communicated to compliancegov@SitusAMC.com

8.16 Client Complaints, Regulatory Inquiries & Investigations

SitusAMC is committed to providing the highest level of client services while maintaining healthy client relationships. This Complaint Policy (“Policy”) ensures that all client complaints are handled efficiently, effectively and in a consistent manner, and is applicable to all SitusAMC employees globally (“Employees”).

For the purposes of this Policy, a complaint (“Complaint”) is an expression of dissatisfaction by a counterparty, client, borrower or vendor (a “Complainant”) regarding SitusAMC services, deliverables, or policies. It can be written or verbal in nature, and can be received by electronic, telephonic or other methods of delivery. General awareness regarding the tone and emotions of the Complainant should be assessed in determining whether or not the Complainant is making a Complaint as contemplated by this Policy, considering that response or resolution may be explicitly or implicitly expected.

External counterparties (clients, vendors, borrowers, etc) wishing to make a Complaint verbally should be directed to our Complaint Policy page on the SitusAMC website (<https://www.situsamc.com/privacy-policy/situsamc-complaint-policy/>), where there is further information available to them with respect to the complaints process. Complaints received in writing outside of this process should be forwarded immediately to the Complaints Handling Team (consisting of members of the Legal and Compliance departments) via complaints@situsamc.com.

Any questions about the Company’s compliance policies or procedures should be directed to Compliance Department at compliancegov@situsamc.com

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8.17 Consumer Complaints

Although the Company is not a consumer facing entity, we may receive consumer complaints related to business activity conducted by the Company or SitusAMC's clients. Should an employee receive a consumer complaint it must be immediately raised through submission to the complaints@situsamc.com email.

All consumer complaints will be logged by the Company and will be raised to any impacted client.

8.18 Training

SitusAMC's Training Department organizes, in coordination with the Compliance department, a mandatory formal compliance training to all Employees annually, via a dedicated learning management system, SitusAMC University.

All employees must annually complete the compliance training courses (and pass related assessments) deemed mandatory by Compliance.

New Hires will be required to complete all assigned compliance training within their first six weeks of employment. In exceptional cases this may be extended by two weeks.

Failure to complete the Annual Compliance Training by the deadline will result in:

- Temporary suspension from all client related work pending completion of such training;
- Manager and business unit leader notified of Employee's non-compliance after compliance training(s) is five days past due;
- Appropriate performance management actions that may include the modification of any merit or discretionary compensation.

Section 9: State Specific Mandates

No greater or lesser leave benefits will be granted than those set forth in the relevant local, state or federal laws. In certain situations, the federal law requires that provisions of state and/or local law apply. In any case, employees will be eligible for the most generous benefits available under these laws. Please refer to the Company State Mandates Handbook or contact the HR Department for more information.

In compliance with State and Federal requirements, labor law posters are available in each office location. Remote employees also have access to this information electronically by visiting the website below to view Federal and State postings.

<https://www.jjkeller.com/learn/SHRMPDF>

Section 10: Closing Words

This handbook is intended to give you a broad summary of things you should know about the Company. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the Company, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook, to the maximum extent permitted by applicable law. Please do not hesitate to speak to management or contact HRhelpdesk@situsamc.com if you have any questions about the Company or its personnel policies and practices.

Section 11: Acknowledgements

The forms below are separate from this Employee Handbook and are provided here for reference purposes only.

General Handbook Acknowledgement

This Employee Handbook, including any applicable state supplement, is an important document intended to help you become acquainted with SitusAMC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Employee Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management, unless otherwise restricted by applicable law.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of SitusAMC's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time, unless otherwise restricted by applicable law. In particular, I have read Sections 6, General Policies & Procedures, & Section 7 Safety, Health & Security, and agree to live by the policies outlined including, but not limited to:

Section 6.0 Rules of Workplace Conduct
Section 6.1 Corrective Action Process
6.5 Punctuality & Attendance
Section 6.10 Use of Communication & Computer Systems
Section 6.12 Use of Social Media
Section 6.13 Personal & Company-Provided Portable Communication Devices
Section 6.14 Cell / Camera Phones / Recording Devices
Section 7.4 Building Security and Access Badges

I have also read Section 8: Corporate Ethics & Compliance and agree to live by the policies outlined including, but not limited to:

Section 8.0 Conflict of Interest & Business Ethics
Section 8.1 Moonlighting
Section 8.7 Self Reporting of Arrests
Section 8.8 Whistleblower
Section 8.9 Anti-Bribery
Section 8.12 Anti-Money Laundering
Section 8.14 Privacy Policy
Section 8.15 Red Flag Policy
Section 8.16 Client Complaints, Regulatory Inquiries & Investigations

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind. I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the CEO of the company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name:

Position

Employee's Signature

Date

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Acknowledgement of the Company's Discrimination, Harassment & Retaliation Prevention Policy

I acknowledge that I have received, read, and understand the Company's Discrimination, Harassment, and Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. *California Employees: I also acknowledge I have received the California Department of Fair Employment & Housing's brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).*

Employee's Printed Name:

Position

Employee's Signature

Date

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Discrimination, Harassment & Retaliation Complaint Form

If you believe that you have been subjected to conduct in violation of the Company's Discrimination, Harassment & Retaliation Prevention Policy including any applicable state supplement, you are encouraged to complete this form and submit it to HR. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Company's policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in our policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1. Please tell us who you believe has violated our discrimination, harassment & retaliation prevention policy. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other):

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Please provide specific date(s) the alleged misconduct occurred. Additionally, please advise if the alleged misconduct is continuing?

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

Signature: _____

Date: _____

Receipt of Complaint Process

It is SitusAMC's policy to provide a clear Complaint process to all employees. By signing this "Receipt of Complaint Process" you are stating that you have received, understand, and will follow the Complaint Process as detailed in this Employee Manual.

As a reminder, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to company policy, unless otherwise restricted by applicable law.

Employee's Printed Name:

Position

Employee's Signature

Date

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Formal Complaint Form Template

I, [Employee Name], am electing to lodge a formal Complaint with regard to [please provide the general reason for the Complaint].

Complaint Specifics

[In the next section please provide specific details concerning the Complaint including items such as: when the event occurred, duration of the event to date, parties involved, etc.]

Actions to Date

[In the next section please detail actions taken to date such as raising the item to your supervisor and/or through the HR chain as a Complaint.]

Resolution Sought

[In this section please discuss the resolution being sought to this Complaint. If there is not specific resolution being sought, please indicate that as well.]

Other Comments

[In this section please provide any additional detail or relevant commentary.]

Employee's Printed Name:

Position

Employee's Signature

Date

The signed original copy of a Formal Complaint should be submitted with your Complaint as it will be filed in your personnel file.

Addendum 6.15.2021

4.2 Paid Time Off

PTO

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off (“PTO”). Time off under this policy includes extended time off, such as for a vacation, sickness, to handle personal affairs or any other reason required by applicable law. To the extent any applicable paid sick/safe time/leave law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees. To the extent an employee uses PTO for reasons other than those covered by any applicable sick/safe time/leave law or ordinance, the employee will not be provided with additional paid time off for sick/safe time/leave purposes irrespective of any applicable sick/safe time/leave law/ordinance, unless otherwise required by law.

Salary Exempt, Salary Non-Exempt and Full-Time Hourly employees are eligible for PTO.

PTO is accrued on a biweekly basis (unless otherwise provided by applicable law) and is posted each payroll date on a pro- rata basis throughout the year (i.e. January 1st through December 31st), based on the following schedule. If an employee has a “grandfathered” accrual rate that is higher than listed below, those grandfathered rates will continue to be honored in 2021.

All PTO Eligible Employees AVP & Below			
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
0 – 4 Years	120 Hours	15 Days	4.615385
5 – 9 Years	160 Hours	20 Days	6.153846
10+ Years	200 Hours	25 Days	7.692308

All PTO Eligible Employees VP & Above			
Years of Service	Max Annual Accrual Hours	Max Annual Accrual Days	Biweekly Accrual Hours
0 – 4 Years	160 Hours	20 Days	6.153846
5 – 9 Years	200 Hours	25 Days	7.692308
10+ Years	240 Hours	30 Days	9.230769

PTO Program Guidelines:

- Seniority date is based on the employee’s date of hire, date of rehire, or other mutually agreed upon date in writing by an HR representative. For example:
 - If you were given credit for previous service as a result of an acquisition, that would be your “seniority date”. Check with the HR Department if you are not sure of your seniority date.
 - If an employee changes from an eligible to an ineligible position, any accrued and unused PTO will be cashed out on their next paycheck, unless otherwise prohibited by applicable law.
 - When an employee changes from an ineligible to an eligible position, their seniority date for PTO accrual will be the same date they converted to an eligible position.

- If an eligible employee leaves the Company and returns as a rehire, their seniority date for PTO accrual will be the same as their rehire date.
- PTO is deemed accrued at the end of each pay period worked, unless otherwise provided by applicable law.
- Employees taking any type of paid or unpaid leave of absence or who are on leave receiving disability payments continue to accrue PTO while they are on leave.
- PTO may be used in any increment and must be recorded in the applicable time keeping system in order for payment to be issued.
- Employees will not be permitted to request or use unaccrued PTO if they have, or it will result in, a negative balance of more than 40 hours. The maximum negative balance an employee can have at any time is 40 hours, not to exceed their Max Annual Accrual Hours or Days.
- If you wish to use three (3) or more full days of PTO consecutively, you must submit a request to your manager at least two (2) weeks in advance of your requested time off, unless otherwise provided by applicable law. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to accommodate your request, consistent with the Company's operating schedule. However, if too many people request the same period of time off, or if the request is submitted less than two (2) weeks in advance, the Company reserves the right to choose who may take time off during that period, unless otherwise provided by applicable law. Individuals with the longest length of service generally will be given preference, unless otherwise provided by applicable law.
- If you will be out of work due to illness or any other emergency for which notice could not be provided, you must call in or e-mail and notify your supervisor as early as possible, but at least by the start of your workday, unless otherwise provided by applicable law. If you call in sick for three (3) or more consecutive days, you may be required to provide your supervisor with a doctor's note on the day you return to work to the extent permitted by applicable law.
- For Non-exempt employees, when fewer than forty (40) hours per week (paid or unpaid) are recorded on an employee's time sheet, PTO and/or STO must be charged, unless otherwise prohibited by applicable law.
- PTO is paid at the employee's normal rate of pay at the time of absence, unless otherwise required by applicable law. PTO is not counted as hours worked for purposes of calculating overtime.
- PTO time must generally be taken in the year which it accrues; however, up to forty (40) hours of PTO days may be carried over into the following calendar year, unless otherwise required by applicable law. PTO carry-over time must be taken by April 30th of the following year. If the time is not taken by April 30th, the time will be deemed forfeited unless prohibited by applicable law.
- Advanced but not accrued PTO will be deducted from your final paycheck, to the extent permitted by applicable law.
- PTO may not be used following a two (2) week notice of resignation, unless otherwise prohibited by applicable law. Exceptions may be made at management's discretion and with the Company's prior, written approval.
- If you resign and provide the Company with at least two (2) weeks advance notice, or if you are terminated for reasons other than misconduct as determined in the Company's sole discretion, up to ten (10) days of accrued, unused PTO is paid out upon separation, unless otherwise required by applicable law. If you do not provide the requisite notice or are terminated for misconduct as determined in the Company's sole discretion, you will forfeit all accrued but unused PTO, unless payment is otherwise required by applicable state law.