



Boston Red Sox Employee Handbook

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SECTION I -- WELCOME TO THE BOSTON RED SOX

Our ultimate goal is to win World Series Championships but every day, the heart of what we do is taking care of people.

We take care of our players by providing a welcoming atmosphere and strong support for their families. We take care of our fans by creating experiences that become life-long memories. We take care of our partners so we are known as a trusted organization that values lasting relationships. And we take care of our communities by creating meaningful programs and supporting organizations that help families across New England.

But above all, we take care of each other so we can each excel professionally and create a workplace that fosters camaraderie, growth, and success.

Below we have outlined for you our fundamental commitments to our fans, and the values and principles we stand for as an organization. We hope they serve as a guide and resource for how each of you can help us realize these important objectives. We thank you for your dedication and hard work to achieve this vision.

A. Fundamental Commitments

Our fundamental commitments are the cornerstone of our success as an organization. These commitments define at the highest levels what we strive to achieve. We focus our efforts on fulfilling these promises to our fans, the community and ourselves.

We Are An Organization Committed To:

1. Playing October Baseball each season, with the ultimate goal of winning World Series Championships.
2. Taking the Fenway Park experience to the highest levels of service, warmth, and hospitality for the purpose of creating lasting memories for all who visit.
3. Preserving, protecting, and enhancing historic Fenway Park while offering new and unique forms of entertainment.
4. Impacting the lives of New Englanders through our charitable and community endeavors.
5. Developing and nurturing the next generation of Red Sox fans.

B. Core Values

Our core values are the set of principles that guide and define our internal culture by setting the standard for how we are expected to treat each other.

We Value:

1. A **UNIFIED** front office, working together with integrity and purpose.
2. Strong and authentic **RELATIONSHIPS** with each other, our partners, and our fans.
3. Open and honest **COMMUNICATION** where everyone is encouraged to respectfully share their opinions.
4. An **INCLUSIVE** environment that embraces diversity.
5. The **RELENTLESS** pursuit of success, recognizing that we are in the yes business!

Millions of people enter the gates of Fenway Park each year for baseball games, tours, concerts, and other events. The employees they encounter during their time at the ballpark have an important role to ensure that each fan, each child, and each family has an unforgettable experience. Each member of our team plays a critical role in our ultimate success and we want to thank you for your dedication and hard work to help us achieve this vision.

A handwritten signature in black ink, reading "Sam Kennedy". The signature is fluid and cursive, with a long horizontal stroke at the end.

SECTION II -- PURPOSE OF HANDBOOK

This Handbook is written so that employees will become familiar with the employment policies, practices and benefits of the Boston Red Sox (the “Club” or “Company”, which can be used interchangeably throughout this Handbook). Naturally, no written statement can be an effective substitute for direct and regular contact between employees and supervisors, but this Handbook is intended to provide some guidance.

This Handbook is only a general guide to the Club’s policies. Because no two employment situations are completely alike, the Club may modify or vary from the policies summarized here on those occasions when it determines that particular circumstances warrant individualized consideration.

The policies summarized in this Handbook were adopted voluntarily by the Club and are not intended to create contractual rights or obligations. We value our employees and desire to maintain a mutually satisfactory employment relationship with each employee, but it is generally understood that neither an employee nor the Club is obligated to continue the employment relationship if either does not wish to do so.

The Handbook reflects current Club policies, practices, employee benefits and, as in any organization, the Club reserves the right to change those policies, practices and employee benefits from time to time, with or without notice.

For more detailed information on employee benefits, employees should consult the Human Resources Department for access to separate booklets that describe the Club’s benefit plans in detail. Your specific rights and benefits under those plans are governed by each benefit plan or contract.

In the event that anything in this Handbook conflicts with the terms of any collective bargaining agreement or any written employment agreement, then the terms of the collective bargaining agreement or written employment agreement shall control.

SECTION III -- EMPLOYMENT

A. Employment at Will

It is important that both the Club and our employees retain the ability to determine their relationship with one another. Consequently, except as may be otherwise set forth in an employment agreement or collective bargaining agreement, employment with the Club is “at-will.” This means either employees or the Club have the right to terminate employment at any time, for any lawful reason or no reason at all, with or without notice. Accordingly, neither this Handbook nor any policy or practice of the Club is intended to imply continued employment or otherwise limit in any way the policy of at-will employment.

B. Employment Application

An Employment Application must be completed by any applicant for employment with the Club and is maintained as part of the Employee Record. Access to the Employment Application is limited to Human Resources staff and any current or prospective manager or supervisor.

C. Background Check

All offers of employment are contingent upon successful completion of a background check. Each potential employee is required to have a proper background check completed before commencing employment and all existing employees will be subject to additional background investigations at designated timeframes throughout the employee's tenure with the Boston Red Sox (please refer to the Background Check Policy in the Company Policies and Procedures section for more information). The results of the background check are available only to members of the Human Resources staff. Certain employees in a Baseball Operations role may also be required to undergo an additional background check conducted by the Commissioner's Office of Major League Baseball.

If a background check is completed after employment has commenced and it is determined that the candidate or employee misrepresented information in the Employment Application, or if the outcome of the background check is otherwise unsatisfactory to the Club, the employee may be terminated for cause immediately.

D. I-9 Verification

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

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on their first day of work or no later than three (3) days following their first day of work. Employees must present appropriate, original documentation establishing identity and employment eligibility. Only specific forms of ID are acceptable to complete this form. Please see Human Resources for a list of acceptable forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Club within the past three (3) years, if their previous I-9 has not been retained, or their previous I-9 is no longer valid.

The employee must present the completed Section 1 of the I-9 Employment Eligibility Verification form on or before their first day of employment. All supporting documentation must be presented in person by the employee to an authorized representative of the Club who will then review the documentation and complete Section 2 of the form no later than three (3) days following their date of hire. Employees who have not completed an I-9 within three (3) days of their employment date will not be allowed to continue their employment until the completed form is submitted.

E. Employee Records

Employee records are maintained by the Human Resources Department (both hard copy documents and electronic records) and are considered confidential. Employee records are available to Human Resources representatives at any time and may also be made available to managers, supervisors, and legal department staff on a need-to-know basis. A manager or supervisor considering to hire a former employee or transfer a current employee may be granted access to the employee's record.

F. Employment Verifications and References

The Club may receive inquiries from third parties, such as a bank verifying employment for an employee applying for a loan. It also may receive a formal reference request from a prospective employer. All requests for employment verification or a formal reference should be directed to Human Resources. Depending upon the nature of the verification or reference, the Club may condition its response on the receipt of a written release from the employee or former employee.

G. Employee Type

The term “Employee Type” is used to categorize employees to allow the Club to determine how the employee is paid and what benefits or other Club programs the employee may be eligible for.

Full-Time: An individual who is employed in a year-round job function and is regularly scheduled to work at least thirty-five (35) hours per week throughout the year.

Part-Time: An individual who is employed in a year-round job function and is regularly scheduled to work less than thirty-five (35) hours per week

Seasonal: An individual who is employed in a job function that is predominantly necessary during the baseball season, which may include Spring Training and/or post-season play (including a brief period for preparation for the commencement and/or conclusion of the baseball season).

Event Staff: An individual who works only when there are ballpark-wide events, including baseball games, concerts, or other special events at Fenway Park or JetBlue Park.

Intern/COOP/Trainee: An individual who is a full-time student or is hired by the Club for a period of time not to exceed one (1) year in a training role.

Temporary: An individual who is hired to work for the Club to fill in for a regular Club position or fulfill a short-term need for a time period not to exceed one (1) year.

H. Hours of Work and Attendance

The Club expects employees to have consistent, reliable, and punctual attendance for work. Absenteeism is defined as arriving late for work, missing an entire work day, or leaving early. When you are absent from work, it creates a burden upon fellow employees and the Club. If you need to be absent from work for any reason, you should notify your manager as far in advance as possible, and in cases of emergency, as soon as possible.

If an employee expects their absence to be longer than three (3) work days, they should let their manager know as far in advance as possible so that their manager can make any appropriate arrangements for covering the employee’s work, as well as ensuring compliance with any applicable laws or regulations.

Excessive absenteeism may result in disciplinary action, up to and including termination of employment. If you miss three (3) or more consecutive work days without justifiable reason or any notice to your manager, your employment may be terminated according to our Job Abandonment Policy in the Termination of

Employment section. Leave taken pursuant to the Family & Medical Leave Act, the Massachusetts Earned Sick Time Law or any other applicable leave law shall not constitute excessive absenteeism.

I. Employee IDs

Each employee is issued an ID badge upon the commencement of employment with the Club. The Club issued ID badge should be visibly displayed at all times. This will ensure appropriate access to the different areas of the ballpark and offices. Each year many new employees are hired in every department, and therefore, the Club's security policy requires all employees to be properly identified.

SECTION IV -- COMPENSATION

The Club uses different methods for paying employees based upon Employee Type, FLSA (defined below) classification, and whether the employee is paid on a salaried or hourly basis.

Employee Type	How You Are Paid	Pay Period	Overtime Eligible?	Overtime Method
Full-Time Exempt	Salaried	Semi-Monthly	No	N/A
Full-Time Nonexempt	Salaried	Semi-Monthly	Yes	Fluctuating Workweek Method
Part-Time Exempt	Salaried	Semi-Monthly	No	N/A
Part-Time Nonexempt	Hourly	Bi-Weekly	Yes	Time and One Half
Event Staff	Hourly	Bi-Weekly	Yes	Time and One Half
Seasonal	Hourly	Bi-Weekly	Yes	Time and One Half
Intern/COOP/Trainee	Hourly	Bi-Weekly	Yes	Time and One Half
Temporary	Hourly	Bi-Weekly	Yes	Time and One Half

A. How You Are Paid

Salaried – Full-Time employees are paid on a salaried basis and receive their full salary regardless of the number of hours worked in a week.

Hourly – Employees paid hourly are paid their hourly rate multiplied by the number of hours worked in a week.

B. Exempt/Nonexempt Classification

Each employee is designated as either Exempt or Nonexempt in accordance with federal and state wage and hour laws.

Exempt – Employees whose duties meet specific tests established by the U.S. Department of Labor under the Fair Labor Standards Act (FLSA), such as executives, professional employees, outside sales representatives and certain employees in administrative positions are ineligible for overtime pay and are referred to as "Exempt" employees. All Exempt employees are paid a regular weekly salary unrelated to actual hours worked and not subject to deductions, except as permitted by law or regulation.

Nonexempt – Employees whose duties do not meet the specific tests established by the U.S. Department of Labor under the FLSA are Nonexempt and eligible for overtime pay (see the Overtime section for details how overtime is calculated). All Nonexempt employees must record their actual work time using the timekeeping system (see Timekeeping section for more information).

C. Overtime

Only Nonexempt employees are eligible for overtime pay. All overtime work must be scheduled and approved by the employee's supervisor or manager. Overtime is paid when an employee works more than forty (40) hours in a calendar week (Sunday through Saturday). Paid time off (i.e., holidays, vacation, or sick time) do not count as hours worked for overtime calculations.

Salaried Nonexempt – Certain employees are classified as "Salaried Nonexempt" employees, meaning they receive a weekly salary but are eligible for overtime. Their overtime rate is calculated using the fluctuating workweek method based upon the hours worked each workweek. Under this method, the employee's regular rate varies from week to week and is determined by dividing the employee's regular weekly salary by the actual number of hours worked during the workweek. Overtime is paid at one-half (.5) of such rate for each hour worked over forty (40) in a workweek.

Hourly Employees – Hourly Employees receive overtime pay that is equal to one and one-half (1.5) times the employee's regular hourly rate for all hours worked over forty (40) in one (1) workweek.

To ensure proper payment of overtime wages, careful records of time worked by Nonexempt employees must be maintained by each employee and their supervisor at all times. Please refer to the Timekeeping section in this Handbook.

D. Pay Periods

Full-Time employees are paid semi-monthly on the 15th and the last business day of the month.

All other employees (Part-Time, Event Staff, Seasonal, Interns/COOPS/Trainees, and Temporary) are paid bi-weekly on Thursdays (or the last business day before that date) and are paid one (1) week in arrears.

E. ADP

Employees have access to their pay information online at <https://workforcenow.adp.com>. Employees must first register for online access. Once the User ID and Password is set up, employees can see their paycheck stubs, W2 statements, as well as other personal and employee benefit information.

Employees can also update certain information directly through the ADP website, such as their address, tax withholding, and banking information to enable paychecks to be directly deposited into a bank account.

F. Direct Deposit

Employees are strongly encouraged to use Direct Deposit to ensure that paychecks are delivered safely and promptly. Upon employment, you will be provided with information to establish direct deposit immediately.

Employees can make changes to any direct deposit arrangements by utilizing the ADP Employee Self Service option at <https://workforcenow.adp.com>.

G. Timekeeping

All employees who are **Nonexempt**, must record their actual time worked.

Employees must record their start time, any breaks that are thirty (30) minutes or longer, and when they end their work day.

There are timekeeping machines located throughout Fenway Park and JetBlue Park for employee convenience. All employees at Fenway Park also have access to log in via a mobile device if they are connected to the Fenway Wi-Fi.

Full-Time and Part-Time employees can also record their actual hours worked by using the employee selfservice function of the timekeeping system, which is available via the internet.

H. Breaks

Employees who work more than six (6) hours per day are entitled to a thirty (30) minute unpaid meal break. Non-exempt employees must record the beginning and end of their meal break in the timekeeping system.

Procedures for breaks for employees covered by a Collective Bargaining Agreement are addressed within that agreement.

I. Garnishments

From time to time, the Club receives garnishment orders from a court or government agency. "Garnishment" of wages refers to a legal procedure requiring an employer to withhold portions of an employee's earnings to satisfy an outstanding debt.

Upon receipt of a garnishment notice from a court or government agency, the Payroll Department will notify the employee when the garnishment will take effect and any other necessary instructions. Contact the Payroll Department directly with any questions about garnishments or wage assignments.

J. Incentive Plans

The Club has various incentive plans (bonus and commission) available to eligible employees. These programs are based upon job role and Employee Type. All Club incentive plans are subject to review and may be changed from time to time by the Club.

If you have any questions about which incentive plan you may be eligible for, please contact your Manager or Human Resources.

SECTION V -- EMPLOYEE DEVELOPMENT

A. Competency-Based HR System – “Be a 5-Tool Player”

Our competency-based HR system defines “how” we expect employees to perform their jobs. Defining behavioral expectations for how we work together is critical to build a positive and productive work environment. The competencies included in this system are as follows:

1. Demonstrate Commitment
2. Use Good Judgment
3. Build Relationships
4. Develop Success With People
5. Achieve Results

These competencies are used in various ways during an employee’s time with the Club. Some examples of how they are used include: (1) evaluating candidates during the hiring process; (2) setting clear expectations for behavior and measuring performance; and (3) providing direction for both professional and personal development.

B. Internal Job Postings

We strongly encourage career development opportunities and professional growth for our employees. Job postings are sent via email for most new and replacement positions that become available. This helps ensure that all interested employees are afforded the opportunity to apply for available positions. All employees are encouraged to take responsibility for their own development by reading job postings, learning about job opportunities, and applying for available positions where their qualifications, career development, and career goals are well-matched. Employees may also contact Human Resources directly should they wish to discuss an opportunity in confidence before deciding to officially apply for a position.

Our preference is to promote internal candidates when there are qualified internal candidates that, in the Club’s opinion, are as qualified as the candidates that can be found externally. In general, employees must be meeting performance expectations in their current role to be eligible to apply for another position within the Club.

C. Performance Reviews

We strive to inform all employees about job responsibilities, performance expectations and provide feedback regarding performance. Generally, this is accomplished on an informal, day-to-day basis as employees and their managers discuss work-related issues. In addition, a formal performance review should be conducted on an annual basis. This evaluation includes a written review followed by a discussion between the employee and their manager. The formal review includes both a manager and a selfevaluation that will review the employee’s strengths and areas for improvement relating to job responsibilities and the Club’s 5-tool player based competency system.

D. Salary Reviews

Salaries are generally reviewed on an annual basis. To determine the amount of salary increase, if any, the following factors will be taken into consideration: (1) the overall salary increase budget for the Club; (2) individual and Club performance; (3) external and internal benchmarking data; (3) a position's value to the Club; and (4) where the employee falls within the general salary scale for their role. All increases are at the discretion of the Club.

E. Professional Development Opportunities

The Club takes pride in the professional development of its employees by offering internal training programs and access to external training programs designed to target specific needs.

- Orientation – We have developed several different orientation programs designed to ensure a proper introduction and overview of the business and baseball operations within the Club. These programs and the timing of when they are offered may vary depending upon the nature of each individual's particular role.
- In-house Training – These training programs have been developed in certain areas and will be offered at different times throughout the year. As common needs arise, more of these courses will be developed.
- External Training Resources – If a program is needed that is not offered in-house, contact Human Resources who will work with managers and employees to find outside programs to meet your needs.

The Club also offers a Tuition Reimbursement program for eligible Full-Time employees seeking to attend a certificate or degree program. Please refer to the Tuition Reimbursement Program Policy in the Company Policies section of this Handbook for more information and program eligibility.

F. Discipline

It is an essential part of our culture that all employees accept personal responsibility for maintaining high standards of job performance and conduct. This includes observance of Club standards, policies, ethics, and values. If an employee fails to meet the Club's standards for job performance or conduct, disciplinary action may result. When disciplinary action is warranted, it will depend upon the nature and severity of the issue. The Club reserves the right to take any and all action it deems appropriate based upon the circumstances, with or without prior notice to an employee. This may consist of verbal or written counseling, other disciplinary actions, and in certain circumstances, termination of employment.

SECTION VI -- EMPLOYEE BENEFITS AND PROGRAMS

The Club offers a benefits package that offers eligible employees with programs that assist them with their personal financial security for themselves and their eligible family members. This Handbook contains only a limited description of the benefits offered.

The Club is continuously reviewing its employee benefit programs and makes changes and adjustments based upon regulatory requirements, business needs, and competitive market conditions. Therefore, it is

important to know that the Club may, in its discretion at any time in the future, upon notice to employees, add, modify, reduce or terminate the benefits described in this Handbook or increase or modify employee contributions for these benefits.

Each benefit program has distinct eligibility criteria and enrollment rules. Please refer to the chart in the next section to see if you are eligible for a certain program. . Your ability to make changes to your benefits will vary with each plan as well.

The official documents for each benefit plan govern the benefits offered. Summary Plan Descriptions are available to all employees eligible to participate in the benefit plans, and the complete plans are available upon request from the Human Resources Department. Additional information is provided in the Benefits Information Guide also available upon request from the Human Resources Department.

A. Benefit Table of Eligibility

Set forth below is a summary of benefits offered by the Club and eligibility requirements:

Benefit	Full-Time	Part-Time	Event Staff, Seasonal, Intern/COOP/Trainee and Temporary
Medical Plan	Yes	Yes ¹	Yes ¹
Dental Plan	Yes	No	No
Vision Plan	Yes	No	No
Life Insurance and AD&D	Yes	No	No
Personal Accident Insurance	Yes	No	No
Disability	Yes	No	No
Flexible Spending Accounts	Yes	No	No
Retirement Plan	Yes	Yes	Yes ²

¹ Part-Time employees are eligible to participate in the Highmark Blue Cross Blue Shield Plan on their date of hire. All other employees who are not full-time are eligible to participate if they work 1,560 hours in a one-year period. Employees will be notified if they reach eligibility.

² The Plan that an employee is eligible for depends on a combination of factors. Please refer to Retirement Programs section for more information.

Collectively bargained employees are eligible for any benefit that has been agreed to as part of the bargaining process and expressly stated in the Collective Bargaining Agreement. In addition, collectively bargained employees are also eligible for the Merchandise Discount, Beth Israel Deaconess Hospital Program, Discounted Vendors, Worker's Compensation, and Complimentary Tickets.

Care.com	Yes	No	No
Group Legal Plan	Yes	No	No
Credit Monitoring Service	Yes	No	No
Employee Assistance Plan	Yes	No	No
Group Auto & Home	Yes	No	No
Pet Insurance	Yes	No	No
Tuition Reimbursement	Yes	No	No
Commuter Benefit Program	Yes	Yes	No
College Savings Plan	Yes	No	No
Merchandise Discount	Yes	Yes	Yes
BID Hospital Program	Yes	Yes	Yes
Discounted Vendors	Yes	Yes	Yes
Workers Compensation	Yes	Yes	Yes
Complimentary Tickets	Yes	Yes	Yes

B. Health and Welfare Programs

Medical Plan

The Club offers a medical benefits program that provides eligible employees with choices both in the type of benefits they want to receive, how much they have to contribute, and which family members they wish to cover.

Full-Time Employees – have a choice of plans and can choose which eligible family members to cover. The Club makes a substantial contribution towards the cost of the coverage for Full-Time employees. Any eligible employee who enrolls in this medical plan is automatically enrolled in the Prescription Drug Program.

Part-Time Employees – are eligible to enroll in a medical benefits plan through Highmark Blue Cross Blue Shield. Employees who enroll in this plan can also cover eligible family members. The plan is paid for entirely by the employee through payroll deduction.

Dental Plan

The Club offers dental benefits to Full-Time employees. Employees have a choice of which plan they wish to enroll in. Each plan has different levels of coverage and cost, with the Club making a substantial contribution towards the cost of coverage.

Vision Plan

Vision coverage is offered to Full-Time Employees through a separate program. Employees pay a small contribution towards this coverage. It provides access to a large network of vision providers as well as coverage for eye exams, glasses, and contact lenses.

Flexible Spending Account (FSA)

The Club offers two (2) flexible spending accounts to Full-Time employees that allows employees to pay for certain eligible expenses using pre-tax dollars:

- **Health Care Reimbursement Plan:** Employees can use the Health Care FSA for themselves and their eligible dependents' eligible medical, pharmacy, dental, vision, and hearing expenses not covered by insurance. This includes copayment fees, deductibles, as well as the cost of eyeglasses, contact lenses, orthodontia, chiropractic care and eligible over-the-counter drugs. The maximum annual benefit election is \$2,700 for 2019 and may increase annually based on indexing by the Internal Revenue Service.
- **Dependent Care Reimbursement Account:** This enables employees to pay their dependent care expenses with pre-tax dollars for eligible expenses. The maximum annual benefit election is \$5,000.

Life Insurance and Accidental Death & Dismemberment (AD&D)

The Club provides life insurance and AD&D coverage to all Full-Time employees. The coverage is two and one-half (2.5) times your basic annual earnings up to a maximum of \$750,000 in life insurance coverage and a flat \$10,000 in AD&D coverage at no cost to the employee. The Club also offers Full-Time employees the option to purchase additional life insurance for themselves and their eligible dependent(s).

Short-Term and Long-Term Disability Plans

Full-Time employees are eligible for short-term and long-term disability benefits beginning the first day of employment. The Club pays 100% of the cost of this program. If you are injured or ill and unable to work, you may be eligible for short and/or long-term disability benefits. Female employees who are taking time off for the birth of a child are eligible for disability benefits. Any leave of absence that is considered disability also runs concurrently with FMLA.

The disability plan will provide income to you for the disability portion of your leave of absence. Short-term disability will pay eligible employees 100% of their regular income for the first one hundred and eighty (180) days of a non-work related illness or injury. After 180 days, employees may be eligible for long-term disability benefits.

The Long-Term Disability Plan offered pays a monthly benefit equal to 60% of your monthly base salary (up to a maximum of \$12,500 per month) if you are disabled and unable to come to work due to an injury or illness. Should this situation occur, Long-Term Disability benefits may be available to Full-Time employees upon completion of the Short-Term Disability term. A third party claims administrator determines the definition of disability.

C. Retirement Programs

The Club has two (2) separate 401K plans that allow eligible employees to save for their retirement and other long-term financial needs. In some cases, employees may also become eligible for contributions from the Club. The plan that you are eligible for will depend upon your Employee Type. You will be notified by Human Resources when you are eligible for a retirement plan and will be given enrollment information and plan details.

	Boston Red Sox Retirement and Savings Plan	Boston Red Sox 401(k) Plan
Eligible Employees	Full-Time, Part-Time, Event Staff	Seasonal, Intern/COOP/Trainee, Temporary
When You are Eligible	<p>Employees can contribute on the first of the month following their date of hire. Employees become eligible for a contribution from the Club on the first of the month following one (1) year of service, completion of 1,000 hours and the attainment of age 21.</p> <p>Baseball Service – Any service in an MLB Club’s front office is counted towards eligibility for the Club Contributions.</p>	Employees become eligible on the January 1 or July 1 following the completion of one (1) year of service, 1,000 hours worked, and the attainment of age 21.
Employee Contributions	Employees can contribute from 1% to 100% of their income up to IRS limits.	
Club Contributions	<p>There are three types of Club contributions. The Safe Harbor and Profit Sharing contributions are made automatically. In order to receive the Match, you must be making a contribution.</p> <ul style="list-style-type: none"> ▪ Safe Harbor contribution of 3% ▪ Discretionary Profit Sharing contribution at year-end ▪ Matching Contribution of up to 2% (Match is equal to 33% of each \$1.00 you contribute to a maximum of 6% of your pay) 	A matching contribution from the Club is made when you are contributing. The match is equal to \$.25 of each \$1.00 you contribute up to 6% of your pay. There is an annual maximum Club contribution of \$1,000 per year.
Vesting	<p>You are automatically vested in your contributions and any Safe Harbor or Matching Contribution. Your Profit Sharing Contribution vests over three (3) years.</p> <p>Baseball Service -- Any service in an MLB Club’s front office is counted towards vesting.</p>	You are automatically vested in all contributions.

Non-Uniformed Personnel Pension Plan

The Club participated in Major League Baseball’s Non-Uniformed Personnel Pension Plan (“NUPP”) until December 31, 2014. At that time, the pension benefit accrued for all employees was frozen. Employees who were eligible and enrolled in the plan prior to December 31, 2014 and are still active with the Club or with another Major League Baseball Club, will continue to earn service for vesting purposes only.

Employees become vested in their NUPP benefit once they have five (5) years of vested service. Employees can commence their benefit according to the NUPP plan rules, which normally begins at their retirement.

Other MLB Clubs continue to participate in the NUPP. Employees who transfer to the Club from another participating MLB Club will continue to earn vesting service towards their NUPP benefit while employed at the Club. However, no additional benefit service will be earned. In addition, MLB service that would have been considered for the NUPP is used to determine employee's eligibility and vesting for the Boston Red Sox Retirement and Savings Plan.

Employees who transfer from the Club to another MLB Club will continue to have their service counted towards vesting of their Boston Red Sox Baseball Club benefit.

D. Other Programs

MetLife Group Auto & Home Insurance

Employees can protect their most important assets with the right types of insurance coverage. MetLife Auto & Home® can provide coverage for employee's personal insurance needs at a cost that may be lower than competing insurance products. If you decide to purchase insurance through MetLife, you can pay for it through convenient payroll deductions.

Pet Insurance

Pet insurance through Nationwide helps you take care of the furry members in your family. Coverage helps you with unexpected expenses. Nationwide coverage offers:

- Insurance plans for dogs, cats, birds, and exotic pets.
- Nationwide coverage for your pet's injuries, illnesses, and preventive care
- Free, 24/7 access to vethelpline® (\$150 value) for guidance on any pet health concern.

Group Legal Plan

Employees can enroll in the Group Legal Plan which provides access to legal services at varying levels of costs and discounts. Payment for the services can be made through payroll deductions.

Credit Monitoring and Identify Theft Protection

Employees can purchase Credit Monitoring and Identity Theft Protection services. This program provides regular monitoring of your credit report from all three reporting agencies as well as an allowance and legal resources if your identity is compromised. Payment for the services can be made through payroll deductions.

Employee Assistance Program (EAP)

The Club contracts with an organization that makes counselors available to provide employees and their immediate family members with access to professionals to discuss various issues. Licensed psychologists and social workers can provide assistance or provide references to other professionals.

Care.com

Care.com provides backup childcare and adult care services (in your home or in a center) when regular care arrangements are not available. Employees can access all premium web services on Care.com.

College Savings Plan (529 Plan)

Employees can save for their own or their child's college expenses through a tax-advantaged savings program by payroll deduction.

Parking

Full-Time employees are eligible to use a parking space paid for by the Club if they need one for work purposes.

Commuter Benefit Program

Employees can pay for public transportation or parking expenses for commuting using pre-tax payroll deductions.

Tuition Reimbursement Program

The Club provides a tuition reimbursement program to give employees the opportunity to continually improve and upgrade their education, skills and knowledge. Full-Time employees are eligible to receive Tuition Reimbursement if they have at least one year of service, and 1,000 hours of service prior to the commencement of approved courses. Please refer to the Tuition Reimbursement Policy in Section IX of this Handbook.

Beth Israel Deaconess Medical Center

Employees and their immediate family members in the Boston area may use the services of Beth Israel Deaconess Medical Center (BID) or Children's Hospital. All services, with the exception of any applicable insurance or co-payment, will be billed to the employee's or their eligible family member's health insurance carrier. Through this arrangement, preferred treatment including preferential access to private rooms, assistance choosing primary care physicians, physicals and diagnostic and treatment services is available. Employees may request a personal access card from the Human Resources Department to connect with a care coordinator who can help navigate their services.

Twins Souvenir Store Discount

By presenting a Club ID, employees receive 50% off all non-sale items and non-specialty items at the Twins Souvenir Shop on Jersey Street. In order for the discount to be applied, the employee must present their valid ID at the time of purchase. On home game days, the discount cannot be used beginning three (3) hours before game time.

Workers' Compensation

If an employee experiences a work-related illness or injury causing them to be unable to work, they may be eligible for certain income continuance and other benefits, including the payment of bills for related medical care, through workers' compensation insurance. Employees should report any on-the-job

accidents promptly to Human Resources who will file a claim with the Club's workers' compensation carrier, if warranted.

Complimentary Tickets

The Club provides front-office employees access to complimentary tickets for personal use. Tickets are granted on a first-come, first-served basis, subject to availability. Employees may request complimentary tickets up to the following limits:

Directors and above	4 tickets per game
All other Full-Time employees	2 tickets per game
Part-Time employees	2 tickets per home stand
All other employees	2 tickets per season (additional tickets may be available from time to time at the discretion of the Club)

The Club is required to treat certain complimentary tickets provided to Club employees as taxable compensation. You will receive detailed information about the tax implications of accepting complimentary game tickets prior to the beginning of each season.

Please be mindful that access to employee tickets is a privilege and these tickets are intended for use by you and/or your guests. Employees are prohibited from selling any Club issued tickets in the secondary market and employees who do so may be subject to disciplinary action.

Refer to the Complimentary Ticket Policy in the Company Policies section for specific details.

SECTION VII -- TIME AWAY FROM WORK

A summary of Time Away From Work benefits offered by the Club is set forth below. Each of these various policies has specific eligibility requirements. In addition, some of these benefits may be offered without pay. Further, some policies may run concurrently. For example, if an employee takes leave in connection with the birth or adoption of a child, the leave may be considered both Family and Medical Leave (FMLA) and leave under the Massachusetts Parental Leave Act. All time off from work should be coordinated with the employee's manager. Please see the details in each section below to see how the applicable Club policy and benefit would apply to you.

Time Away From Work Policy	Full-Time	Part-Time	Event Staff, Seasonal, Intern/COOP/Trainee and Temporary
Holidays	Yes ¹	No	No ²

¹ Full-Time employees who must work on a holiday may schedule another day off with their supervisor's approval.

² Collectively bargained employees may be eligible for additional pay for working on certain Holidays as agreed to in their collective bargaining agreement.

Vacation	Yes	Yes ¹	No
Sick Time	Yes	Yes	Yes
FMLA	Yes	Yes	Yes
Massachusetts Paid Family & Medical Leave	Yes	Yes	Yes
Massachusetts Parental Leave Act	Yes	Yes	Yes
Paid Parental Leave	Yes	No	No
Massachusetts Domestic Violence Leave	Yes	Yes	Yes
Jury Duty	Yes	Yes	Yes
Massachusetts Small Necessities Leave	Yes	Yes	Yes
Inclement Weather	Yes	Yes	Yes
Voting	Yes	Yes	Yes

A. Holidays

The Club recognizes the following paid holidays for all eligible employees:

New Year's Day
 Martin Luther King Day Presidents'
 Day
 Memorial Day
 Independence Day
 Juneteenth
 Labor Day
 Indigenous Peoples' Day Veterans'
 Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

Full-Time employees are eligible to receive their regular rate of pay for each observed holiday.

¹ Part-Time employees are eligible for Vacation days on a pro-rated basis when certain conditions are met.

Employees who are eligible for holiday pay and have game responsibilities on a holiday may schedule another day off with their supervisors' approval.

B. Vacation

The Club offers vacation to all eligible employees on a yearly basis. All vacation scheduling requires advance manager approval.

Full-Time Employees

Full-Time employees are eligible for vacation benefits¹. The maximum number of vacation days is based on length of service, as detailed below:

Length of Service*	Total Vacation Days Earned Per Calendar Year	Monthly Accrual
Less than 5 years of service	10 days per year	.83 days per month
5 years of service or more	15 days per year	1.25 days per month

**Employees hired before January 1, 2006 will remain eligible to receive twenty (20) days of vacation time upon reaching fifteen (15) years of service.*

The vacation accrual is on an anniversary system. Employees accrue vacation time at a rate of 1/12 per month. You accrue vacation at the higher rate on the 1st of the month following your fifth year anniversary.

Example: Employee is hired on March 1st.

Year 1 accrual = 8.3 days of vacation (10 months X .83 days)

After Year 1 and before Year 5 = 10 days (.83 days per month)

Year 5 accrual = 14.16 days (2 months at .83 days and 10 months at 1.25 days)

After Year 5 = 15 days (1.25 days per month)

¹Full-Time employees who work primarily during the Baseball season are eligible for Vacation and Holidays during their department's offseason and/or with supervisor approval.

Part-Time Employees

Part-Time employees who worked at least an average of thirty (30) hours per week in the preceding calendar year are entitled to vacation in the following calendar year. They are eligible for a pro-rated number of vacation days that the Full-Time employees receive based on their average daily working hours.

For example, an employee who has one (1) year of service who works thirty (30) hours on average in a year will be eligible for 30/40 or $\frac{3}{4}$ of the Full-Time vacation days or 7.5 days ($\frac{3}{4} \times 10 = 7.5$).

Employees Not Eligible for Paid Vacation

Part-Time employees who work less than thirty (30) hours per week in a year, Interns/COOP/Trainees, Seasonal, Event Staff, Temporary employees are not eligible for paid vacation.

Carry Over Vacation Time

Up to five (5) unused vacation days may be carried over to the next calendar year. This time must be used by the end of the first quarter in the year that it is carried over.

Vacation Balance at Termination

Employees can take more vacation time than they have accrued with their manager's approval. However, if an employee's employment ends during the year and at the time of termination the employee has a negative vacation balance, the employee must repay the Club for the unearned vacation time to the extent permitted by law. Repayment is normally made by deducting the negative vacation accrual from the final paycheck.

If an employee's employment ends and the employee has accrued unused vacation time, that unused vacation time will be paid in the final paycheck.

C. Sick Time

Sick Time for Massachusetts-Based Employees

This policy applies to employees whose primary work location is in Massachusetts. All Massachusetts employees are entitled to paid sick time every calendar year in accordance with the Massachusetts Earned Sick Time law and associated regulations. Sick time may be used for any of the purposes set forth in the Massachusetts Earned Sick Time law: (1) to care for the employee's child, spouse, parent, or parent of a spouse who is suffering from a physical or mental illness or injury or medical condition; (2) to care for the employee's own physical or mental illness, injury or medical condition; (3) to attend a routine medical appointment for the employee or the employee's child, spouse, parent or parent of a spouse; (4) to address the psychological or legal effects of domestic violence; or (5) to travel to and from an appointment, pharmacy or other location related to the purpose for which the time was taken. In general, sick time may be used in increments of at least one (1) hour.

Full-Time salaried employees are provided reasonable paid sick time for any of the purposes described above. The Club does not track or accrue sick time for these employees, and there is no carry-over of sick time from one year to the next. After you have been out for five (5) consecutive working days, then you must file for Short-Term Disability benefits. You will then only be eligible for disability benefits. The Club does not provide additional paid sick leave when an employee is receiving short or long-term disability benefits.

All other employees whose primary work location is in Massachusetts are eligible for paid sick time as follows:

- An employee begins to accrue sick time with his or her first day of employment.
- Paid sick leave cannot be used until after ninety (90) days of employment.
- Employees accrue one (1) hour of paid sick leave for every thirty (30) hours worked (hours spent during paid sick leave, vacation, and holidays are not counted for purposes of accruing sick leave).
- Employees may accrue up to forty (40) hours of sick time each calendar year.
- Employees may carry-over up to forty (40) hours of unused but accrued sick time from one year to the next, but employees may not use more than forty (40) hours of sick time in one year.

In the case of an anticipated need to use sick time, employees are encouraged to give reasonable advance notice to the Club. All employees must notify their manager before their shift is scheduled to start in order to be able to use their paid sick leave. In the case of an emergency or unexpected situation where advance notice is not feasible, an employee or someone on behalf of the employee should notify the employee's manager as soon as possible.

If the sick leave is expected to last more than three (3) consecutive work days or more than twenty-four (24) consecutive scheduled work hours, the employee may be asked to provide a doctor's note to support the sick leave. Employees who are determined to have engaged in fraud or abuse of sick time may be subject to discipline, up to and including termination.

The Club does not pay employees for unused sick time upon termination of employment.

Sick Time for Non-Massachusetts Based Employees

Full-time, salaried employees receive the same weekly pay regardless of the number of hours worked. For this reason, we do not track sick time used.

For all other employees, the Club does not offer paid sick leave.

If an employee is going to be absent from work due to illness, they should notify their immediate supervisor as soon as possible before the start of their scheduled work day.

If the sick leave is expected to last more than three (3) consecutive work days or more than twenty-four (24) scheduled work hours, the employee may be asked to provide a doctor's note to support the sick leave. Employees who are determined to have engaged in fraud or abuse of sick time may be subject to discipline, up to and including termination.

D. Leaves of Absence

Family and Medical Leave Act (FMLA) and Disability

FMLA Leave

Employees who have met certain eligibility requirements may be eligible for unpaid leave for up to twelve (12) weeks for their own or a family member's serious illness or injury. Unpaid leave time is also available if a family member is called upon for active service in the military. Please refer to the FMLA Leave Policy section at the end of this Handbook.

Disability

If you are unable to work because of your serious illness or injury, you may be eligible for disability benefits. The period of disability and leave under FMLA will begin at the same time and run concurrently. Although the disability period may be longer, the length of FMLA leave taken cannot exceed twelve (12) weeks in a rolling twelve (12) month period.

How Time Is Paid While on Leave

If you are using FMLA leave because of a personal medical condition, you may be eligible for disability benefits. You can find more information about disability benefits under the Short-Term and Long-Term Disability section of this Handbook. Disability benefits runs concurrently with FMLA leave. If you are not eligible for disability benefits, you may use accrued vacation time or paid sick time during your FMLA leave until that time is exhausted.

Military Leave

Employer/employee rights and obligations relating to military service are governed by the federal law known as the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and state law where applicable. The Club is dedicated to full compliance with the requirements of the law. If you need military leave, please contact Human Resources. For more detailed information concerning Military Leave, please see the notices posted on the employee information bulletin boards in each location, Human Resources and/or consult the Department of Labor's website on USERRA at <https://www.dol.gov/vets/programs/userra/USERRA%20Pocket%20Guide.html>.

The Club will supplement an employee's military pay for "Active Duty" for up to twenty-six (26) weeks so the employee will receive an amount equal to their regular weekly salary (based upon a forty hour workweek). Reservists are eligible for up to two (2) weeks' pay subsidy. Thereafter, Military Leave is unpaid. Employees may use any earned, accrued vacation time while on Military Leave consistent with the Club's vacation policy.

If an employee is enrolled in any of the Club's medical or dental insurance programs, these benefits will be continued for thirty-one (31) days beginning on the date their Military Leave commences. If the Military Leave lasts beyond thirty-one (31) days, the employee will be eligible for continuation coverage under USERRA and COBRA (please see Human Resources for more details). Re-employed service members will receive all seniority-based benefits that they would have attained with reasonable certainty had they remained continuously employed. Vacation time does not accrue during the time employees are on unpaid Military Leave. As with all other leaves of absence, employees are not entitled to non-seniority based benefits (e.g. holiday pay, bonuses) while on Military Leave. Employees will be responsible for their standard payroll deductions for the period of time that their benefits continue.

Massachusetts Parental Leave Act

Full-Time and Part-Time employees who have completed at least three (3) consecutive months of employment are eligible for leave under the Massachusetts Parental Leave Act. Both female and male employees are eligible for this leave. All eligible employees will receive similar treatment regardless of his/her state of residence or employment. This law requires employers to provide up to eight (8) weeks

of unpaid leave for the birth of a child or adoption of a child under age eighteen (18), or under age twenty-three (23) if the child is mentally or physically disabled. Employees must give the Club at least two (2) weeks' notice prior to the anticipated date of departure together with a statement of their intention to return. Employees may also qualify for FMLA leave.

Typically, this leave runs concurrently with the FMLA leave period, not in addition to this period. If, however, upon the birth or adoption of a child, you are not eligible for FMLA leave (such as an employee who has used all FMLA time prior to the birth or adoption), you are still entitled to eight (8) weeks of parental leave under the Massachusetts Parental Leave statute.

Massachusetts Paid Family & Medical Leave (MA PFML)

- **Beginning January 1, 2021**, you may be entitled to up to
 - o 12 weeks of **PAID FAMILY LEAVE** in a benefit year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of a family member's active duty in the Armed Forces;
 - o 20 weeks of **PAID MEDICAL LEAVE** in a benefit year if you have a serious health condition that incapacitates you from work
 - o 26 weeks of **PAID FAMILY LEAVE** in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member's military service.
- **Beginning July 1, 2021**, you may be entitled to up to
 - o 12 weeks of **PAID FAMILY LEAVE** in a benefit year to care for a family member with a serious health condition.
 - o 26 total weeks, in the aggregate, of **PAID FAMILY AND MEDICAL LEAVE** in a single benefit year.

The weekly benefit amount will be based on your earnings, with a maximum benefit of \$850 per week.

How to File a Claim

Employees must file claims for paid family and medical leave benefits with the Massachusetts Department of Family and Medical Leave using the Department's forms. Forms and claim instructions will be available on the Department's website www.mass.gov/DFML before January 2021.

Employees are required to provide at least 30 days' advance notice to their employer of the anticipated starting date of any leave, the anticipated length of the leave and the expected date of return. An employee who is unable to provide 30 days' notice due to circumstances beyond his or her control is required to provide notice as soon as practicable.

Job Protection, Continuation of Health Insurance, No Retaliation

- **Job Protection:** Generally, if you take family or medical leave under the law you must be restored to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave.
- **Continuation of Health Insurance:** Your employer must continue to provide for and contribute to your employment-related health insurance benefits, if any, at the level and under the conditions coverage would have been provided if you had continued working continuously for the duration of such leave.
- **No Retaliation:** It is unlawful for any employer to discriminate or retaliate against you for exercising any right to which you're entitled under the Massachusetts Paid Family and Medical Leave law. An employee or former employee who is discriminated or retaliated against for exercising rights under the law may, not more than three years after the violation occurs, institute a civil action in the Massachusetts Superior Court.

Contributions to the DFML Family and Employment Security Trust Fund

On October 1, 2019, contributions to the Department of Family and Medical Leave (DFML) Employment Security Trust Fund will begin. Employer are responsible for sending contributions to the DFML for all employees, though they may deduct a portion from employee pay. The contribution rate may be adjusted annually and can be found in the attached effective rate notice

Employer Information

Boston Red Sox Baseball Club
4 Jersey Street
Boston, MA 02215
FEIN – 04-2642695

Department of Family and Medical Leave (DFML) Contact Information

The Massachusetts Department of Family and Medical Leave
Charles F. Hurley Building
19 Staniford Street, 1st Floor
Boston, MA 02114
(617) 626-6565 www.mass.gov/DFML

Paid Parental Leave

If you are a Full-Time employee and have worked for the Club for at least two (2) years in a Full-Time job role, you will be eligible for up to two (2) weeks of Paid Parental Leave, which is available to a parent for the birth or adoption of a child who is under 18 years of age (or 23 years of age if the child is mentally or physically disabled) and is a new addition to the existing family. The period of Paid Parental Leave must be completed within six (6) months of the birth or adoption of the child. Paid Parental Leave will be treated as

FMLA leave and Maternity Leave, if applicable. You should discuss plans to use the Paid Parental Leave with your manager and schedule time off in advance with their approval.

The Massachusetts Domestic Violence Leave Act

General Overview

The Massachusetts Domestic Violence Leave Act (“DVLA”) requires employers with fifty (50) or more employees in Massachusetts to provide up to fifteen (15) days of paid or unpaid leave during any twelve (12) month period to an employee who is a victim of abusive behavior, including domestic violence; or to an employee whose family member is a victim of abusive behavior. Employees that are perpetrators of abusive behavior are ineligible for leave under the DVLA.

Employees Eligible for DVLA Leave

Employees are eligible for DVLA leave if they or their family members are victims of abusive behavior as defined under the DVLA. Abusive behavior includes any behavior constituting domestic violence, stalking, sexual assault or kidnapping. Domestic Violence is abuse against an employee or the employee’s family member by a current or former spouse; a person with whom the employee or the employee’s family member shares a child in common; a person cohabitating with or has cohabitated with the employee or the employee’s family member; a relative; or a person with whom the employee or family member has or had a dating or engagement relationship.

The following are descriptions of behavior that qualify as abuse under the DVLA:

- a. attempting to cause or causing physical harm;
- b. placing another in fear of imminent serious physical harm;
- c. causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child;
- d. engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; and/or
- e. depriving another of medical care, housing, food or other necessities of life; restraining the liberty of another.

Family Members Qualifying Employee for DVLA Leave

- a. parent, step-parent, child, step-child, sibling, grandparent or grandchild;
- b. a married spouse;
- c. persons in a substantive dating or engagement relationship and who reside together;
- d. persons having a child in common regardless of whether they have ever married or resided together; or
- e. persons in a guardianship relationship.

Qualifying Reasons for DVLA Leave

- a. seeking or obtaining medical attention, counseling, victim services or legal assistance; b. securing housing;
- c. obtaining a protective order from court;
- d. appearing in court before a grand jury;
- e. meeting with a district attorney or other law enforcement official;
- f. attending child custody proceedings; or
- g. addressing other issues directly related to the abusive behavior against the employee or the employee's family member.

Notice

Employees eligible for leave under DVLA must generally provide at least thirty (30) calendar days' notice of the need for a leave. Requests for leave may be denied to employees who do not provide proper advance notice.

In the case of a threat of imminent danger to the health or safety of the employee or the employee's family member, employees are not required to provide advance notice. Such employees must notify Human Resources within three (3) business days that leave was taken or is being taken. Notification may be communicated in person, in writing, by phone, or by any other reasonable means. Other than the employee, notice may be provided by the following individuals:

- a. a family member of the employee;
- b. an employee's counselor, social worker, health care worker, shelter worker, clergy member, legal advocate; or
- c. other professional who has assisted the employee in addressing the effects of the abusive behavior against the employee or the employee's family member.

The Club may not take corrective action against an employee for an unscheduled absence if within thirty (30) days from the unscheduled absence the employee provides sufficient documentation relating to the leave request.

Documentation

Employees are responsible for submitting supporting documentation to Human Resources within thirty (30) days from any scheduled or unscheduled absence. Acceptable documents are:

- a protective order, order of equitable relief or other documentation issued by a court as a result of abusive behavior;
- a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance from the abusive behavior;
- a police report, or statement of a victim or witness provided to police, including a police incident report documenting the abusive behavior;
- documentation that the perpetrator has admitted to sufficient facts to support a finding of guilt of abusive behavior, or has been convicted of abusive behavior;
- medical documentation of treatment as a result of abusive behavior;

- a sworn statement, under the penalties of perjury, by a counselor, social or health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or employee's family in addressing the effects of abusive behavior; or
- a similar sworn statement from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

All information related to an employee's DVLA leave will be kept confidential and will not be disclosed unless requested or consented to in writing by the employee, required by law or a court, to aid a law enforcement investigation, or to protect the safety of others in the workplace. Documents related to medical certifications, certifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records.

Pay

Employees may use (but are not required to use) accrued vacation or paid sick time when taking leave under this policy. Otherwise, the leave is unpaid.

Benefits

All benefits remain active for the duration of the leave.

Reinstatement

Upon returning to work, an employee will be returned to their same or similar position with equivalent benefits, pay and responsibilities.

Relationship to FMLA

Leave taken under the DVLA may in some circumstances be counted toward the length of an employee's FMLA entitlement (see above FMLA policy contents).

E. Jury Duty

The Club regards jury duty as a valuable public service. During the first three (3) days of jury duty, the Club will pay the employee's regular wages. After the initial three (3) days, the Club will pay the difference between jury duty pay and the employee's regular rate of pay if the employee is required to miss work while serving jury duty. If you are chosen for jury duty, you must let your manager know as soon as possible. We reserve the right to request documentation that confirms your jury service.

F. Massachusetts Small Necessities Leave

In addition to leave under the Family and Medical Leave Act, eligible employees may take up to twentyfour (24) work hours of unpaid time off as a single block of time, incrementally, in increments as small as one (1) or two (2) hours, or as an adjusted work schedule during a rolling twelve (12) month period for the following reasons:

- To participate in school or daycare activities that are directly related to the educational advancement of your child;
- To accompany your child to routine medical or dental appointments; and
- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

All eligible employees will receive similar treatment regardless of his/her state of residence or employment. If you have accrued paid vacation time, the Small Necessities Leave will be paid using that time. If you have no paid vacation time available, the Small Necessities Leave will be unpaid.

G. Inclement Weather

During severe weather conditions, the Club strives to balance the need for productivity with each employee's need for personal safety. If the offices remain open, employees will be expected to make reasonable efforts to get to work. If you prefer not to come to work when the office is open because of inclement weather, you must promptly notify your manager.

There may be instances in extreme weather conditions when the decision is made to close the office. In these situations, Human Resources will communicate this news over email and employees are encouraged to work from home if they are able to do so.

H. Voting

Employees who are unable to vote in a national, statewide or local election during non-work hours may arrange to take time off from work, with pay, to vote. You should notify your manager in advance to make arrangements for time away to vote.

SECTION VIII -- TERMINATION OF EMPLOYMENT

Except as may be otherwise set forth in an employment agreement or collective bargaining agreement, your employment by the Club is "at will," which means that you may terminate your employment at any time, with or without notice, for any reason, and, similarly, the Club may terminate your employment at any time, with or without notice, for any reason.

A. Voluntary Resignation

If you decide to resign, we encourage, but do not require, that you give us sufficient notice so that we can ensure an orderly transition of work responsibilities. It is customary for employees to provide no less than two (2) weeks' notice. Notice should be given to your manager by verbal notice and in writing. In some situations, you may be asked to leave the Club before the end of your notice period.

B. Job Abandonment

If you fail to notify your manager and are absent for three (3) consecutive work days without notice and approval, absent extenuating circumstances, the Club will presume that you have voluntarily resigned and may take appropriate action to terminate your employment. However, it is not job abandonment if an

employee is legitimately using paid sick leave time and is able to provide sufficient documentation, as may be requested by the Club.

C. Exit Interviews

You may be asked to participate in an exit interview with Human Resources prior to your departure from the Club. The exit interview will take place on or near your last day of work and will cover such topics as why you are leaving and what your overall experience with the Club has been like. It is our goal to gain further insight into our strengths and areas for improvement through the feedback collected during exit interviews. Unless you have asked for something to be kept confidential, Human Resources will share exit interview feedback with your manager and any other relevant parties.

D. Return of Club Property

You will be required to return all Club property prior to your departure. Club property includes all files and records (paper and electronic), parking permits, identification badges, keys, credit cards, company vehicles and any equipment purchased for you or for which you received a reimbursement by the Club (i.e. computers, tablets, cell phones, printers, etc.). No copies of any files, records or data, including electronic data, should be retained.

E. Final Paycheck

In the event of a voluntary termination, you will receive your final paycheck along with any adjustments for vacation (if applicable) at the same time you would have received it had your employment not ended.

In the event of an involuntary termination, you will receive your final paycheck, including any adjustments for vacation (if applicable), on your last day of employment with the Club.

F. Unemployment Benefits

Unemployment insurance provides protection against loss of income for persons unemployed due to circumstances beyond their control and who are willing and able to work. In compliance with state law, a sum of money, generally based on weekly earnings and length of service, is paid under certain conditions to unemployed workers for a defined period of time. Details of these programs along with your eligibility to participate in them may be obtained from your state government.

SECTION IX -- CLUB POLICIES AND PRACTICES

A. Background Check Policy

Statement of Policy and Purpose

It is the policy of the Boston Red Sox Baseball Club Limited Partnership (the “Club”) to perform preemployment background investigations as well as additional background investigations at designated timeframes throughout an employee’s tenure with the Club (“background checks”). The purpose of performing background checks is to determine and/or confirm the qualifications and suitability of a job candidate/employee for a particular position. This policy will help ensure an effective, productive and safe working environment at the Club. The policy will also ensure that employment-related decisions utilizing background check information are made in accordance with applicable federal, state and local laws, including fair employment practices and equal employment opportunity.

Introduction

The Club will conduct background checks on all candidates for employment prior to making a final offer of employment. Prior to obtaining a background check, the Club or its agent will obtain the applicant’s or employee’s authorization and provide the Summary of Consumer Rights as prescribed by the Fair Credit Reporting Act (FCRA) and all other documentation as required by state and federal law. All background checks are subject to these notice and consent requirements. Any applicant who refuses to provide consent for a background check is no longer considered eligible for employment.

Furthermore, commencing in 2019, the Club will conduct background checks for existing employees and will re-screen employees in accordance with the following schedule:

- All Security employees, regardless of employment type, must be re-screened annually
- All Red Sox Full-Time staff (other than security staff as noted above), every 5th year thereafter (2024, 2029, etc.)
- All other employees not listed above, every 3rd year thereafter (2022, 2025, etc.)

The background check may be considered an “investigative consumer report.” This information may be gathered online, through public or educational records, or through interviews with employers, friends, associates, or anyone else who may have information about the employee or potential employee.

The specific components of a background investigation will depend on the position. The type of information collected may include, but is not limited to, some or all of the following:

- Court and government agency reports related to any history of criminal, dishonest or violent behavior, and other reports that relate to suitability for employment;
- Education and/or professional license verification (including transcripts);
- Employment verification (including dates, position, salary, reason for leaving, eligibility for rehire, performance, and attendance);
- Credit reports;

- Social security number trace (and address history);
- Motor vehicle records (driving history); and
- Professional and/or personal references.

If hired, this information may also be sought at any time during employment such as during considerations for reassignment, transfer, promotion, retention, and following safety infractions or other incidents.

Criminal Records Checking Policy

Applicants who are selected to interview for a position may be asked, following the interview, to disclose if they have been convicted of or served time for particular types of criminal convictions. A conviction will not necessarily bar an applicant from employment. Rather, the extent to which a criminal conviction will affect employment will depend on the particular nature and severity of the offense, its job relatedness, and the time that has elapsed and/or rehabilitation that has occurred since conviction. However, if an applicant attempts to withhold information or falsify information pertaining to previous convictions, the employee will be disqualified from further employment consideration in any position with the Club due to falsification of an application.

In addition to requesting self-disclosure of certain prior convictions, it is the Club's policy to request and obtain criminal background information on all candidates. Where criminal background information is obtained, the following procedures will be followed:

1. All applicants will be notified that a criminal background check will be conducted.
2. All personnel authorized to review criminal background information will be trained to understand and will be familiar with the type and format of the criminal record information obtained.
3. Before an applicant is asked questions regarding criminal background information that the Club has obtained, the Club will provide the applicant with a copy of that criminal background information.
4. If the Club is inclined to make an adverse employment decision based on the results of any criminal background information obtained, the applicant will be notified as soon as is reasonably possible. The applicant will be provided with a copy of the criminal background information in question along with a copy of this policy, will be advised as to the part(s) of his/her criminal record that make him/her unsuitable for the position for which they have been considered, and will be given an opportunity to dispute the accuracy of the criminal record.
5. Where the Club has obtained criminal background information from the Massachusetts Criminal History Systems Board (CHSB), an applicant challenging the accuracy of a report shall be provided with a copy of the CHSB's document entitled ***Information Concerning the Process in Correcting a Criminal Record***.
6. The Club will notify any applicant of its final determination in a timely manner.

Employment Verification and Reference Check Policy

Information obtained from checking with employers and references is used to: 1) verify the accuracy of employment history; 2) verify and/or identify job-related accomplishments, skills, abilities, and characteristics that help establish the applicant's qualifications for employment; and 3) determine, evaluate, and ensure the applicant's overall suitability for the position in question.

The following characteristics may be subject to rejection for employment:

- Dates of employment *significantly* disagree with information given on the application.
- Job titles/duties *significantly* disagree with what was given by the applicant.
- Reason for termination *significantly* differs from what was given by the applicant.
- The previous employer indicates unsatisfactory performance, attitude, or behavior.

Education and/or Professional License Verification Policy

The job description will describe a position's required level and type of educational attainment, professional license, or certification from an accredited institution, state agency, or professional association. Applicants will be asked to provide detailed information regarding educational institutions include complete names, address, dates of graduation, and type/level of degree or diploma received.

The following characteristics may be subject to rejection for employment:

- Level and/or type of education attained disagree with information given on the application.
- Dates of attendance and/or graduation date *significantly* disagree with information given on the application.
- The institution is not accredited by an agency recognized by the U.S. Department of Education or a state's Department of Education.

Social Security Number Trace Policy

The Club will conduct a social security number validation ("SSN Trace"). If the applicant's social security number is not valid, was issued before the applicant was born, or belongs to a deceased person, the applicant will be given a chance to produce proof of the validity of the social security number before elimination from the selection process. Proof of validity can be obtained by contacting the local Social Security Administration Office.

The second component of the SSN Trace reveals the applicant's or employee's address history and name usage. The source of address and name information is not the Social Security Administration but rather from commercial sources such as credit checks and applications, utility companies, banks, rental agreements, etc. The purpose of obtaining an independent address and name usage history is to broaden the scope of the criminal history searches. Other names revealed may also help complete verifications. Adverse action will not be based on address and name history, but will only be used to supplement other searches.

Driving Record Policy

A safe driving record is important to certain positions within the Club. As a result, a driving record may be obtained on applicants for general purposes or on those who may drive Club vehicles or personal vehicles for business purposes. Any of the following events or combination of events in the past twelve (12) months may be reason for disqualification:

- Suspended, revoked, or expired license;
- Driving while under the influence (DUI) or driving while intoxicated (DWI) charges;
- Habitual offender or other offenses that rises to felony or misdemeanor level; or • Reached the maximum amount of points allowed by the state.

Credit Record Policy

A credit report may be obtained if the position includes access to or responsibility for business or personal financial information, check-writing or credit/debit card authority, or access to valuables or large amounts of cash.

A history of personal financial irresponsibility as demonstrated by four or more instances of any one of the following events in the past twenty-four (24) months may be reason for disqualification:

- Profit and loss write-offs (uncollected debt that is written off by creditor);
- Accounts sent to collection; or
- Public record judgments (tax liens and public judgments for civil action).

According to federal law, a bankruptcy or medical-related accounts will not be used as a basis of consideration.

Adverse Action Policy

The Club reserves the right to withdraw any offer of employment or consideration for employment, or discharge an employee, upon finding falsification, deceptive information, misrepresentation, or omission of fact on an employment application, resume, other attachments, or in verbal statements, regardless of when it is discovered.

Before an applicant or employee is denied employment in whole or in part because of information obtained in their background check (a consumer report), the applicant will receive a copy of the consumer report and a Summary of Rights under the FCRA. The notice will include the name, address and phone number of the consumer-reporting agency in case the applicant or employee wishes to explain or dispute the accuracy or completeness of the report.

Confidentiality

The Club assures applicants that all information obtained from the background check process will only be used as part of the employment process and will be kept strictly confidential. Only appropriate Human Resources personnel will have access to this information and share it as necessary on a “need to know” basis. The Club complies with all federal and state laws regarding the collection, storing and disposal of applicant information, and will maintain background check reports in separate, confidential files, retained

in accordance with the Club's document retention procedures. Verifirst is the consumer-reporting agency utilized by the Club to assist in its background screening process. Verifirst, under penalty of federal and state privacy laws, does not share, sell, or in any way disseminate personally identifiable information obtained on the employment application or any background check documents except in furtherance of its duties related to its provision of employment screening services.

B. Confidentiality and Proprietary Information Policy

This policy covers employees of the Boston Red Sox Baseball Club, Red Sox Foundation and/or Fenway Sports Management (hereinafter individually and/or collectively, the "Company"). In the course of employment, employees may learn of or access proprietary, secret, and confidential information ("Confidential Information") belonging to the Company, and/or private, confidential information relating to Company personnel or other individuals ("Private Personal Information"). This Confidential Information has been developed or acquired and maintained by the Company at substantial expense and constitutes a valuable asset of the Company. In addition, it is the Company's policy to protect personal privacy from unwarranted intrusion by protecting against the unauthorized disclosure of Private Personal Information.

Confidential Information

For purposes of this Policy, Confidential Information includes all information not generally known or used by the Company's competitors and which either gives the Company a competitive advantage in the marketplace or could otherwise be harmful to the Company if disclosed to persons outside the Company. Such Confidential Information may include, but is not necessarily limited to, the following:

Financial information such as: material costs; supplier information; overhead costs; profit margins; banking and financing information; strategic plans; and pricing policies.

Organizational information such as: personal information about the owners, players, executives, co-workers and others such as home address, telephone number, email address, social security numbers, driver's license information, financial account information, travel plans, family status, sensitive information not intended to be disclosed about personal lives of Company's employees or other individuals, employee and salary data; information concerning the utilization of facilities; merger, acquisition and expansion information; equipment utilization information; strategic plans; and methods of operation data.

Information relating to the professional baseball industry, such as: player development practices, scouting, and competitive strategies.

Marketing and sales information such as: the Company's marketing techniques and data; customer lists; customer preference data; confidential customer information including hours of operation, identification of authorizing source, account and credit status; product development and delivery schedules; market research and forecasts; and marketing and advertising plans, techniques and budgets.

Advertising information such as: the Company's overall pricing strategies; specific advertising programs and strategies utilized by the Club; and the success or lack of success of those programs and strategies.

Product information, such as: detailed information concerning each of the Company's products or services including those being developed, as well as plans, drawings, specifications, capabilities, and the advantages and disadvantages of each product or service.

Technical information such as: product and platform structure and design; product and platform performance characteristics; research and development plans, objectives and budgets; and computer software design and performance data.

The Company's Confidential Information is Company property and is a valuable asset of the Company and it may constitute trade secret information under applicable law. Employees shall hold Confidential Information in confidence, and shall not, either directly or indirectly, use or disclose, or allow use or disclosure of, the Company's Confidential Information, at any time during or after their employment by the Club, except in the furtherance of the Company's business or as a duly authorized official of the Company may expressly authorize in writing.

Private Personal Information

Private Personal Information may include, but is not necessarily limited to, personal information about the owners, players, executives, employees, co-workers and others such as home address, telephone number, email address, social security numbers, driver's license information, financial account information, travel plans, family status, photographic images, sensitive information not intended to be disclosed about individuals' personal lives, e-mails and other communications between individuals that are confidential and not intended for disclosure (including e-mails and other communications that are personal and private in nature), and information about an individual's compensation. Employees shall not directly or indirectly, use or disclose, or allow use or disclosure of, any Private Personal Information, at any time during or after their employment by the Club, except in the furtherance of the Company's business or as a duly authorized official of the Company may expressly authorize in writing.

Company Materials

All notebooks, memoranda, reports, blueprints and drawings, formulae, notes, computer program listings, computer disks or tapes, documents of any kind, or any other form of media containing information obtained from, or pursuant to employment with the Company ("Company Materials"), are the sole and exclusive property of the Company. Employees shall not remove from the Company's premises any such Company Materials without written consent of a duly authorized official of the Company.

Upon termination of employment or if requested by the Company at any time, employees shall return to the Company all such Company Materials obtained during the course of employment, all copies thereof and all work product derived there from and, if the Company so requests, will certify in writing that they have returned all such Company Materials, that they have retained none, that they have and will have no access or right of access, to such Company Materials, and that they are not aware that any such Company Materials are in the possession of persons or entities not authorized by the Company to have possession of those items.

If Company Materials are contained or embodied in any form on or in property which an employee possesses, owns, has access to or is otherwise under the employee's authority or control, including,

without limitation, on or in computer related or other electronic storage media (e.g., cell phones, laptops or other mobile devices, voicemails, hard drive, floppy disks, audio or video tape, CD etc.) the employee will, immediately upon termination, provide a copy of the Company Materials to a duly authorized official of the Company and then irretrievably delete those Company Materials from that property and will, at the Company's request, certify in writing that the employee has done so or, at the Company's sole option, will deliver the property to a duly authorized official of the Company or its designee for deletion of said Company Materials.

In the event of any actual, threatened, or imminent breach of this Policy, the Company shall be entitled, in addition to any other remedies available to it, to a temporary restraining order and to preliminary and final injunctive relief to prevent any violations of this Policy. The obligations and responsibilities which are stated herein shall survive termination of an employee's employment for whatever reason.

C. Code of Ethics and Standards of Conduct

The Club has adopted this Code of Ethics and Standards of Conduct (the "Code") in an effort to uphold its corporate culture, which is committed to honest business practices and high standards of personal conduct. The Club seeks to ensure that the organization and its employees continue to operate ethically in the business community by instituting this formal Code.

The Club expects that its employees will continue to adhere to the highest ethical business practices and standards of conduct and avoid conflicts of interest. An employee's conduct toward customers, contractors, vendors, suppliers, government employees, public entities, public officials, and other employees should reflect the highest standards of honesty, integrity and fairness. Employees should also hold paramount the safety, health and welfare of the public, and the Club's customers, vendors, suppliers and other employees. Employees are expected to exercise good judgment in their business relationships within the Club and with all customers, contractors, vendors, suppliers, and government officials.

Employees are expected to adhere to the standards of ethical business practices and personal conduct set forth in this Code and to avoid circumstances that might create the appearance of impropriety or damage the Club's reputation for high ethical standards and business practices. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity. Standards of Conduct

Specific standards of conduct include, but are not limited to the following:

- An employee must comply fully with all applicable laws and regulations when performing his or her duties.
- All purchases, contracts for service, and subcontracts entered into by the Club will be made exclusively on the basis of price, quantity, service and ability to meet the Club standards and needs, including participation in the Diverse Business Partners Initiative sponsored by Major League Baseball. Every effort must be made to institute and maintain honest and ethical relationships with all vendors, contractors, suppliers and subcontractors.
- The Club's policy is to abide by all laws and regulations governing the receipt of gifts by officials and employees of all federal, state and local governmental entities. No employee, director, or

agent of the Club may suggest, offer, or make, directly or indirectly, any illegal or improper payment to any public official in the performance of his or her duties for the Club.

- This prohibition includes refraining from improperly providing entertainment, meals, and other benefits. Employees, directors, and agents are prohibited from suggesting, offering, or giving any gift or gratuity to any government official except those permitted by law. It is the Club policy not to make political contributions to any candidate or public official while the Club is negotiating or contracting with a municipality, governmental department or agency with respect to which the candidate or public official is associated. Given the ongoing nature of the relationship between the Club and the City of Boston, it is our policy not to make any political contributions to any candidate or public official for the City of Boston.
- We recognize that from time to time the organization will be asked to assist in fundraising efforts on behalf of political candidates. These requests might take the form of hosting a fundraiser at a particular ballgame or before or after a ballgame at the ballpark. It is the policy of the Club to permit any candidate to request to host a fundraising event at Fenway Park. The facility may be rented to the candidate or committee at the discretion of the Club pursuant to established fee structures.
- The Club policy is to comply fully with Generally Accepted Accounting Principles. No false or misleading entries may be intentionally made in any Club book, record, and/or report, including, but not limited to, cash disbursement journals, cash receipts, payroll records, contracts, and invoices.
- Employees must avoid situations where their personal interests could conflict with interests of the Club. Conflicts of interest arise when an employee's personal interest is inconsistent with the Club's business and ethical interests or when a work or other situation could lead to an employee compromising his or her responsibilities to the Club.
 - Employees must disclose to their supervisor and to the Club's legal counsel any interest or activity that may appear to present a conflict of interest. For example, employees must disclose any personal or family business relationships they have with a vendor or supplier with whom they interact on behalf of the Club; and must disclose their role as a director, officer or consultant with any company or organization that does business with or requests funds or support from the Club.
 - Employees must not enter into any work relationship with a player or their family members (i.e. babysitting) outside of what the Club has specifically asked them to do without getting approval from his/her department head. Full-time employees especially are discouraged from entering into these type of work relationships as they have the potential for creating an actual or perceived conflict of interest.
- Employees must not take advantage of their position with the Club in order to seek player, manager, or coaches' autographs, photographs or team equipment for personal use or profit. Unless an employee's job duties dictate otherwise, employees may not solicit such items. Employees may request these items for charitable donations through the Red Sox Foundation and Community Relations Department.
- Permission to issue tickets, parking passes or credentials to a public official for any Red Sox baseball game or Club event must have the prior approval of one of the following individuals.

Public official is defined as any official who files a Statement of Economic Interest Form (Form 700) at the close of the calendar year.

- Samuel Kennedy, Club President & CEO
 - Ed Weiss, Executive Vice President/FSG
Corporate Strategy and General Counsel
 - David Beeston, Executive Vice
President/Chief Strategy Officer
 - David Friedman, Senior Vice President/Legal and Government Affairs & Special
Counsel, FSG
- Employees must not accept any gift or gratuity of substantial value from any person or entity doing business or seeking to do business with the Club without prior disclosure to and approval of the President.
 - Employees must not be dishonest, including false reporting of expenses.
 - Employees must not commit theft, intentional concealment or unauthorized removal of any Club property or the property of another employee, customer or visitor from Club premises.
 - Employees must not commit malicious or willful destruction or damage to Club property or supplies or to the property of another employee, customer or visitor.
 - Employees must not obtain employment or employee benefits by giving false or misleading information; falsify or omit any material information on documents or records, including, but not limited to, employment applications, personnel records, company reports, benefit claims, or timekeeping.
 - Employees must not engage in insubordination, including improper conduct toward a supervisor or refuse to perform tasks assigned by a supervisor.
 - Employees must not assault, threaten, use abusive language and/or engage in a fight on Club premises, regardless of who initiated the altercation.
 - Employees must not harass, threaten, intimidate or coerce another employee, a customer or members of the public at any time.
 - Employees must not exhibit indecent behavior or engage in disorderly conduct.
 - Employees must refrain from using offensive language or any form of hate speech.
 - Employees must not violate any safety, health, or security policy, rule or procedure of the Club.
 - Employees must not bring or possess firearms, weapons or other hazardous or dangerous devices or substances on Club property without proper authorization.
 - Employees must not possess, use, sell or distribute illegal drugs on Club property or while conducting Club business. Employees are also prohibited from reporting for work or working under the influence of alcohol, marijuana, illegal drugs or prescription drugs without medical authorization. Upon request, the Club will consider exempting an employee's off-duty medical marijuana use pursuant to Massachusetts law from this rule.
 - Employees must not plead guilty or no contest to or be convicted of any crime other than a minor misdemeanor.
 - Employees must not cause unauthorized disclosure or use any confidential information about the Club or its customers or any trade secrets learned through employment with the Club.
 - Employees must return to work on a timely basis after the termination of an approved leave of absence.
 - Employees must observe the terms and conditions of all software agreements and licenses to which the Club may be a party, including the unauthorized use of software on the Club's computers.

- Employees must not commit a fraudulent act, dishonest act, breach of trust, or violate the duty of loyalty to the Club in any circumstances.
- Employees must not cause the unauthorized use of the Club's equipment and property.
- Employees must not violate any Club policy, procedure or directive, including any of the policies described in this Handbook, as revised from time to time.

Club employees are expected to conduct themselves at all times, even during non-work hours, in a manner that does not adversely affect their or any other employee's job performance or negatively reflect on the Club. Any conduct that is not listed, but that is unprofessional or potentially embarrassing to the Club, adversely affects or is otherwise detrimental to the Club's interests or the interests of its employees, customers or the public at large, may be subject to disciplinary action. This is not intended to limit certain legal rights under the NLRA or complaints about unlawful harassment or discrimination.

The Club will administer disciplinary action, including verbal and/or written warnings, suspension and/or dismissal as it deems necessary. Under appropriate circumstances, suspension (with or without pay) or immediate dismissal may be warranted without a warning. This listing of offenses does not alter the atwill nature of employment with the Club; the Club may terminate your employment at any time without cause and without notice.

Employees are encouraged to ask for advice, raise an ethics concern or report a possible violation by contacting their supervisor, the Human Resources Department or the Club's Legal Counsel. The Club prohibits retaliation and/or retribution against any person who in good faith reports an ethical concern.

D. Electronic Information Systems Policy

This policy defines the proper use of Boston Red Sox Baseball Club, Red Sox Foundation and/or Fenway Sports Management (hereinafter individually and/or collectively, the "Company") electronic information systems including e-mail (and accompanying attachments), Internet, computer network, cellphones, Blackberries, Smartphones, pagers and voicemail systems, whether used on site or remotely ("Electronic Information Systems"). This policy applies to all full-time, part-time, seasonal, day of game, intern and temporary employees, consultants and independent contractors of the Company who are granted privileges to the Company's Electronic Information Systems.

No Right of Privacy

Access to the Company's Electronic Information Systems is a privilege provided to employees and certain consultants and independent contractors. All Electronic Information Systems and associated hardware at the Company are the sole property of the Company just like the phones, furniture and office supplies. Nothing you say or type on these systems – even if subject to a password – may be considered private and you have no expectation that it is private. All communications are subject to access by management of the Company and may be monitored as deemed necessary or appropriate by the Company in its sole discretion.

Business and Personal Use

Any actions performed or initiated through our networks must reflect the integrity and honesty of the Company and comply with the Company's rules of conduct. Since inappropriate use of our Electronic

Information Systems reflects poorly on the Company, access to the Company's Electronic Information Systems is given to employees or certain agents or independent contractors on the condition they act in a considerate and responsible manner and comply with the terms of this Policy.

We understand that there may be occasional personal use of the Company's Electronic Information Systems that does not interfere with the Company's business or your ability to perform your job responsibilities appropriately. However, you should be aware that the Company treats all information transmitted through or stored in its Electronic Information Systems, including all e-mail messages, text messages, Internet materials, and voicemail messages as the Company's business information. All e-mail and text messages are and remain the sole property of the Company and use of the Company's Electronic Information Systems for personal use shall be treated no differently than other business information, records or correspondence.

Proper E-mail and Internet Usage

Please remember that your e-mail and text messages may be read by someone other than the person to whom they were sent and may eventually be disclosed, with or without your knowledge, to outside parties or a court in connection with litigation. Therefore, messages sent through the Company's e-mail should always be written in a courteous, professional, and businesslike manner.

Please note the following restrictions on use of the Company's Electronic Information Systems, which are strictly enforced:

- a. Your messages should be fair and courteous to the Company, fellow employees, suppliers or third parties. You may not distribute messages that are obscene, malicious, display a lack of civility and/or are offensive or abusive in tone or content. Examples of such conduct are threats of violence, discriminatory or retaliatory remarks, harassment or similarly inappropriate or unlawful conduct.
- b. You may not disclose your Login ID or Passwords to anyone unless authorized or directed by the Company to do so. You must take precautions to prevent the unauthorized disclosure of your Login ID or Password. The only exception to this policy is when you require technical support which requires the sharing of a password with IT which must be done verbally in person or by telephone (i.e. not electronically or by other digital means).
- c. You may not use the Company's Electronic Information Systems in any way that may be disruptive to the Company's business, to violate Company policy or applicable laws, or reflect poorly on the Company. For example, never distribute messages containing information or rumors about the Company that you know to be false. You also must maintain the confidentiality of Company trade secrets and private or confidential information. You should never disclose internal non-public information outside of the Company. Never represent yourself as a spokesperson for the Company unless expressly authorized to do so.
- d. You may not use the Company's Electronic Information Systems to create, access, distribute, or download any offensive, harassing, vulgar, obscene, derogatory, hostile, or

disruptive messages or material. The Company reserves the right in all situations to determine what is inappropriate or offensive. This, at a minimum, includes:

- Racial, ethnic, religious or disability based slurs
- Sexual comments or images
- Gender-specific comments
- Any other comments or material that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability.

- e. You may not use the Company's Electronic Information Systems to distribute offensive, vulgar, or crude jokes, promote chain letters, and send solicitations for commercial ventures, religious or political causes or other similar types of activities.
- f. You may not use the Company's Electronic Information Systems to distribute any copyrighted materials in violation of copyright laws.

The Company will not construe or apply this policy in a manner that interferes with or limits employees' rights under the National Labor Relations Act or to register a complaint in accordance with the Company's Harassment Free Workplace Policy. In general, nothing in this policy is intended to affect employees' right to speak publicly about or to discuss the workplace, such as wages, hours or working conditions. The Company will determine the proper response for any violations of this policy, including disciplinary action up to and including termination.

Company's Rights to Monitor and Access and Your Duty to Preserve on Request

The Company reserves the right to access and review any electronic communications distributed by or through its Electronic Information Systems for any business purpose, or as required by applicable laws. The Company also has the right and ability to monitor, preserve, modify, duplicate or delete any information in its electronic systems it deems appropriate, including e-mail or voicemail. The Company may exercise any and all of these rights in its sole discretion as it deems appropriate for operation of the business, consistent with any applicable legal requirements. It is also your duty under this policy to take whatever steps are requested of you by the Legal Department to preserve e-mail or other electronic information that the Legal Department determines may be responsive to a legal proceeding or inquiry. Suspicious login activity, along with the unauthorized use of employee login credentials, is monitored by the Red Sox and the MLB cybersecurity operations center. The Company reserves the right to suspend access to the networks if a breach of security is detected.

By using the Company's Electronic Information Systems, you acknowledge the Company's rights set forth in this policy and consent to its ability in its sole discretion to exercise them. You also acknowledge your duties under this policy.

E. Mobile Device Policy

Eligibility

Only Full-Time employees are eligible to receive a company subsidized smartphone. Policy Provisions

Personal Mobile Devices not issued by Club: “Mobile devices” are defined as any device that is capable of accessing the Red Sox network. Personal devices may be used instead of a company issued device assuming that:

- 1) Any employee that connects his or her personal device to the Red Sox network, which includes adding a company email account to a device, authorizes the Red Sox to install our Mobile Device Management tools on that device for the purposes of data security.
- 2) The employee agrees to the appropriate use policy.
- 3) The employee releases the Red Sox from all liability as a result of any personal data loss from the device that may occur while working for the club.

Employees may elect to pair an auxiliary device (i.e. an Apple Watch) with their mobile device for personal use but any incremental costs associated with the use of that device will be the responsibility of the employee to be deducted monthly from their paycheck.

Failure to adhere to security protocols as defined in our appropriate use policy may result in the suspension of mobile device network access privileges. These protocols have been put in place to protect the company’s infrastructure and sensitive data.

- **Device Selection:** The IT helpdesk will purchase or upgrade a smartphone based on our Device Upgrade and eligibility policy. The standard Red Sox mobile device is an iPhone and our current standard device as of March, 2019 is an iPhone XR, 64GB. As new devices are subsequently released, our standard device may change to the current generation, base model device with the lowest storage configuration available. All employees will be issued the current standard device unless there is a justifiable business purpose for an upgrade to a different device which is submitted in writing by the associated departmental VP. Employees may voluntarily elect to procure an upgraded device and pay the incremental cost associated with that upgrade themselves.
- **Accessories:** Head phones, a protective case and a wall charger will be provided with all new mobile devices. The cost to procure additional device accessories (e.g. extra chargers, Bluetooth headsets, car chargers, etc.) is the responsibility of each individual employee.
- **International Use:** All employees have the TravelPass feature enabled on their device. The TravelPass program provides international roaming to over 100 countries using a standard daily fee. The company will cover international roaming fees for business related travel. Employees are encouraged to limit the use of mobile devices during personal international travel and the company reserves the right to seek reimbursement from employees if there is abuse of this guideline.
- **Damage to Club Issued Devices:** Employees that have damaged their mobile should open a ticket with the IT Help Desk, as many repairs may be made onsite. The cost of mobile device repairs will be covered by the Red Sox. In the event that a device is irreparably damaged, a new device will be issued following the Lost/Stolen/Broken Devices provision.

- **Lost/Stolen/Broken Red Sox Issued Devices:** In the event that a device is lost, stolen or damaged beyond repair, each employee is entitled to receive one replacement standard device free of charge. If an employee requires additional device replacements within a 2-year period they have two options:
 - 1) Receive a device that is 2 generations old at no cost.
 - 2) Receive a new standard device and reimburse the club for the replacement cost.
- **Device Upgrades:** Employees are not entitled to a device upgrade on a set time interval. The company has a finite number of device upgrades available annually, and will allocate those upgrades on an as-needed basis or where a business need exists to do so. Employees do not retain ownership rights to a device when they are a member of our corporate cell phone plan.

Appropriate Use/Security

It is the responsibility of any employee that uses a mobile device to access Red Sox corporate resources to ensure that all security protocols are active and in use. Failure to do so may result in immediate suspension of that user's account. Based on this requirement, the following rules must be observed:

- 1) Personal use of mobile devices that require heavy data usage should be avoided. IT will monitor data usage on a regular basis and notify department heads about excessive data use of a personal nature.
- 2) IT may refuse to connect personally owned mobile devices to the corporate infrastructure if we are unable to enforce appropriate security protocols.
- 3) All mobile devices should be password protected. Red Sox IT reserves the right to enforce this policy administratively at a later date.
- 4) Employees, contractors, and temporary staff will follow all enterprise-sanctioned data removal procedures to permanently erase company-specific data from such devices once its use is no longer required.
- 5) A lost or stolen mobile device is a major security issue and must be reported to IT and the Legal department immediately. IT will assist with electronic location of the device if possible.
- 6) In the event of a lost or stolen device or an employee departure, IT will remotely erase the lost mobile device.
- 7) The Boston Red Sox are not responsible for any lost personal data on a mobile device that must be erased due to a lost or stolen device. It is the employee's responsibility to safeguard and/or backup their personal data, such as pictures, music, notes, applications and text messages.
- 8) By connecting to Red Sox network resources (including but not limited to: Soxsecure WiFi, email/contact sync, the intranet), the employee automatically grants the Red Sox the right to install our Mobile Device Management software on any device connected to the Red Sox network.

Termination of Employment

Upon termination of employment with the Club, employees have two options to consider:

- 1) Return their Club-issued mobile device on or before their final day of employment.

- 2) Retain the device for personal use and reimburse the club for the original amount contributed by the club to procure the device.

Cellular service for departing employees may be turned off at the end of their last day of work unless an arrangement is made to continue service. Regardless of which option is selected above regarding the device itself, employees may assume liability for their cell phone number should they wish to keep it. Assumption of liability can be arranged with the IT helpdesk as part of the off-boarding process. Employees must complete the assumption of liability process within 7 days to avoid disruption of service. Employees using personal devices will have all company data wiped on or before the last day of their employment. Exceptions to this rule can only be made with written or electronic authorization of the SVP of HR. Employees are highly encouraged to backup all personal content from their mobile device in advance of their last day of employment, but to not transfer any Club information, including contacts. Charges that accrue for the use of a Red Sox mobile device after the termination of employment will be charged back to the employee at the discretion of the company.

F. Tuition Reimbursement Program Policy

The Club provides a tuition reimbursement program to give employees the opportunity to advance their careers and continually improve their skills.

Eligibility

You are eligible to for Tuition Reimbursement if you:

- Are employed as a Full-Time employee when you enroll **and** when you complete the course,
- Have completed at least twelve (12) months of service of at least 1,000 hours in a calendar year, and
- Receive approval from your manager prior to your enrollment in any course or program.

Requirements

- To qualify for tuition reimbursement, the employee must participate in educational activities that, in the judgment of management, meet the following criteria:
- The course must be directly related to the employee's current field of work, and its successful completion can realistically be expected to enhance the employee's knowledge of his/her job. If the course is not directly related, it must be relevant to the degree or certificate program related to the employee's current field of work.
- The course must be a part of a degree or certificate program.
- Attendance at the course(s) shall not conflict with the employee's work hours, unless the employee's manager before registration for such course(s) approves that conflict in writing. Employees are expected to work a full workweek, even if the work schedule is adjusted to accommodate a class schedule.
- Must be an accredited institution and be for post-secondary or graduate level courses.

Eligible Expenses

Employees are eligible to receive reimbursement of the cost of tuition, fees, and books required for the approved courses.

Reimbursement is at 80% of the total cost with a \$10,000 reimbursement limit per calendar year and a limit of two (2) courses per semester.

Exclusions

Excluded from reimbursement are transportation costs, meals, hardware or software costs, or any other charges incurred related to attending the course you are enrolled in.

An employee will not be eligible for reimbursement of tuition and required fees that are paid by state and or federal education grants or scholarships.

Reimbursement

Employees will be reimbursed once they have completed a course. Reimbursement is based upon your grade received.

- Grade A or B (including B-) will be reimbursed at 80% of the tuition expense.
- Grade of C+ or C will be reimbursed at 50%.
- Grade of C- or less will not be reimbursed.

To receive reimbursement, an employee must have an approved Tuition Reimbursement Plan approved by their manager and Human Resources. They should complete a Tuition Reimbursement Request Form and attach copies of all receipts and final grades and submit everything to Human Resources for review and approval.

Reimbursements will be paid to the employee as a Section 132 Educational Assistance program benefit and will not be taxed. Employees receiving education reimbursement should be aware that these payments may become taxable at some future date as tax laws change.

Payback Provision

If you voluntarily leave the Club within one (1) year after the date on which you last received tuition reimbursement, you must repay the club 75% of the total reimbursement amount you received.

Professional Development and Training

There are some training programs that you and your manager might agree for you to undertake that are shorter in duration and do not require you to attend an accredited institution and thus, are not covered under this policy. These may be for specific training, professional development, or professional certification programs (i.e., CPA). It is important to discuss any and all education and training ahead of time with your manager and Human Resources so they you understand how any payment will be treated.

G. Complimentary Regular Season Game Tickets

The Club has a policy of making available to front-office employees a small number of complimentary tickets on a first-come, first-served basis, subject to availability. Employees may request complimentary tickets for their personal use or for use by their guests, up to the following limits:

Full-Time Directors and above	4 tickets per game
All other Full-time employees	2 tickets per game*
Part-time employees	2 tickets per homestand
All other employees	2 tickets per season

*Limit increased to 4 tickets per game for Excess Capacity requests only. [See section “Personal Use Tickets – Not Taxable” below for additional details.]

Additionally, the Club will offer employees the opportunity to purchase game tickets when they are available. All requests for tickets (whether complimentary or paid) should be made through Red Sox Central.

This policy describes IRS rules that apply to complimentary tickets received by employees. The Club is required to treat certain complimentary tickets provided to Club employees as taxable compensation, as described below.

This policy focuses on complimentary tickets for regular season games at Fenway. All complimentary tickets received for away games are fully taxable. This policy does not apply to individuals who receive their complimentary tickets through the CompTix computerized ticketing system (these tickets are taxable, without exception).

Complimentary tickets that employees receive will fall into one of three categories: (1) nontaxable tickets used for business purposes, (2) taxable tickets used for personal purposes, or (3) nontaxable tickets used for personal purposes. Each of these categories is explained below.

Business Purpose Tickets – Not Taxable

The Club will continue the policy under which business purpose tickets must be requested in Red Sox Central as a Business ticket request. The Senior Vice President of each department will determine who will be granted access on a case-by-case basis.

The Club strongly urges employees to obtain payment for all business purpose tickets issued from those who use the tickets. However, if you receive or use a complimentary game ticket for a bona fide business purpose (for example, entertaining a potential sponsor), you will not be taxed on the value of that ticket provided the request was submitted through Red Sox Central with the appropriate level of detail and formally approved in advance. To avoid the tax, please document the business purpose on Red Sox Central and include the following information:

- Name of the person receiving each ticket, including title and affiliation
- The business purpose of the ticket request.

All documentation must be entered when submitting your initial request. Tickets used by your spouse or personal friends will not qualify for this exemption.

In our efforts to reduce excessive use of business comp tickets, all requests will be reviewed by the Finance Department to determine legitimate business purpose.

Personal Use Tickets – Taxable

The general rule is that tickets that you use for personal purposes (as opposed to business purposes), or that you receive and give to friends or family, will be taxable to you. This includes any tickets that an employee is entitled to receive under his or her employment contract. There are two exceptions to this rule, which are noted below. If a ticket is taxable, the Club will include the value of the ticket as additional compensation on your Form W-2, which we provide to you each January. The Club will also withhold income and employment taxes from your paycheck on a periodic basis based on the value of the taxable tickets.

In determining the taxable value of the tickets, we will provide qualifying employees a 20% discount on each ticket that they receive. “Qualifying” refers to whether an employee is considered a Non-Highly Compensated employee, according to the IRS regulations. When you are considered a Non-Highly Compensated employee, you will have 80% of the ticket price included in your income and your tax withholding will be based on that amount.

Personal Use Tickets – Not Taxable

There are two exceptions to the general rule that complimentary personal-use tickets are taxable. First, you may receive up to two personal-use tickets per homestand on a tax-free basis. With the introduction of variable pricing in 2014, the two highest priced tickets received for each homestand will be treated as tax-free. Second, in limited circumstances, full-time employees may receive up to four personal-use tickets per game tax-free in lieu of taxable tickets *if* a particular game does not sell out and *if* you receive your ticket(s) no sooner than 24 hours prior to game time in a section of the ballpark where there is excess capacity. Tickets provided under this second exception cannot be set aside for you in advance of this 24-hour window. For more information regarding these “Excess Capacity” requests please see Appendix A. Of course, tickets that you pay for are not subject to tax.

Other Terms and Conditions

Please be mindful that access to employee tickets, both paid and comp, is a privilege and these tickets are intended for use by you and/or your guests. The presence of any Club-issued tickets in the secondary market is against Club policy.

The taxable ticket value will be included on paychecks. If a game is rained out, the tax burden associated with a ticket provided for that game will remain with the homestand that originally included that game, regardless of when the game is actually played. Additionally, once personal-use tickets are fulfilled by the ticket office, there will be no exceptions given to the tax treatment (following the rules stated above). Regardless if tickets are picked up or the ultimate use of the tickets (i.e. given to a charity, school, or another employee), the ticket value will still be included as taxable income to the employee of record within Red Sox Central.

H. Dress Code/Personal Appearance

A professional appearance and good hygiene are essential to maintaining a favorable impression with fans, customers, vendors and our fellow employees. In general, the appropriate dress code for the front office is business casual. In addition, there are certain circumstances when professional dress is encouraged (i.e. Opening Day). Department heads may also require their staff to adhere to a different dress policy within their department as business needs warrant. When meeting customers and the public, your dress should be appropriate for the circumstances. These dress guidelines also extend to social and professional activities outside the office where you are representing the Club.

I. Alcohol Use

The Club cares about your well-being, as well as the well-being of others, and requires that you act in a responsible and professional manner at all times. In instances when alcohol is served during business hours or at Club sponsored events, employees must use good judgment as it relates to its consumption. It is everyone's responsibility to refrain from drinking to excess or reaching a state of impairment. If you find yourself in this situation you should leave the event promptly. Similarly, should you observe a colleague in a questionable or impaired state, you should help him or her exit the situation safely.

If, at any time, you feel that you may have consumed more alcohol than the legal limit or enough alcohol to impair your judgment, you must act responsibly and refrain from driving. The Club will reimburse you for a ride home and back to pick up your car the next day. If you are in doubt about your condition and whether or not it is safe to drive, you should take an Uber or cab. There is no negative stigma to being overly cautious where your safety, or the safety of others, is concerned.

J. Equal Opportunity Policy

The Club is committed to providing equal employment opportunities for all employees and qualified applicants regardless of race, ancestry, color, religion, gender, gender identity or expression, sexual orientation, national origin, age, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, covered veteran's status, military service, genetic predisposition or carrier status, or any other characteristic protected by law. All employment decisions, including, without limitation, hiring, compensation, promotion, benefits, and termination, are and will continue to be administered in accordance with and to further the principal of equal employment opportunity.

Our commitment to an equal employment opportunity workplace is not just a legal statement; it is an important component of our culture and values. We are committed to hiring, challenging and developing the best people recognizing that, in doing so, we expect to achieve a diverse workforce with individuals whose varied backgrounds contribute to a common goal of excellence.

The support of equal employment opportunity includes the recognition that discrimination or harassment of employees on account of any characteristic protected by state or federal law or local ordinance will not be tolerated. Overall responsibility for the EEO policy rests with the SVP of Human Resources. All employees have the right to be free from any conduct that constitutes harassment. (See [Policy against Workplace Harassment](#) below.)

K. Policy against Workplace Harassment

The Club supports each employee's right to work in an environment free from unlawful harassment and discrimination. We strictly enforce a prohibition against harassment and discrimination of any of the Club's employees by anyone, including any fellow employee, vendor, client, customer or other third party. The Club may discipline an individual for inappropriate conduct, up to and including termination of unemployment, even if such conduct is not deemed to be unlawful.

"Harassment" means unwelcome conduct toward an employee, whether verbal, visual, or physical, that is based on a characteristic protected by law, or a protected characteristic of the employee's relatives, friends or associates, which has the purpose or effect of creating an intimidating, hostile, or offensive work environment, including, but not limited to race, ancestry, color, religion, gender, gender identity or expression, sexual orientation, national origin, age, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, covered veteran's status, military service, or genetic predisposition or carrier status ("Protected Characteristics"). The Club will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to:

- Display or circulation of written materials or pictures that are degrading to a person or group described above; and/or
- Verbal abuse or insults about, directed at, or made in the presence of an individual or group described above.

In addition, the Club will not tolerate a person or a group being treated less favorably than other employees because of a Protected Characteristic.

To achieve our goal of providing a workplace free from harassment and discrimination, the conduct that is described in this policy will not be tolerated, regardless of the alleged wrongdoer's seniority, rank, or stature at the Club.

Definition of Sexual Harassment

In Massachusetts as well as Florida, the legal definition of "sexual harassment" includes: sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when: (1) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or a basis for employment decisions; or (2) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Under this definition, direct or implied requests by a manager for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitute sexual harassment.

The legal definition of sexual harassment is broad. In addition to the above examples, other sexually oriented conduct that is unwelcome and has the effect of creating a workplace environment that is intimidating, hostile, humiliating, or sexually offensive to male or female workers, whether it is intended to be so or not, may also constitute sexual harassment.

While it is not possible to list all the additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, or gossip regarding a person's sex life;
- Comment about a person's body or sexual activity, deficiencies, or prowess;
- Display of sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, or sexually suggestive or insulting comments; and/or
- Inquiries into a person's sexual experiences or discussion of a person's sexual activities.

Complaint Procedure.

Any individual who believes they have been treated, has witnessed, or obtains knowledge of conduct in violation of this Policy is strongly encouraged to immediately report this conduct to a supervisor; the Human Resources group by contacting Amy Waryas, Executive Vice President of Human Resources, at (617) 226-6718; a member of the Club's Social Justice, Equity & Inclusion Committee; or any Club Vice President. Complaints may be made verbally, in writing, or through MLB's "Speak Up" hotline at 844993-0562.

The Club takes all complaints of violations of this Policy seriously and will investigate all complaints promptly. All complaints will be kept confidential to the extent possible to conduct an investigation to determine if a violation of this Policy has occurred.

Using our internal complaint process does not prohibit you from filing a complaint with any of the government agencies noted below. Each of the agencies limits the time period for filing a claim to three hundred (300) days from the date of the action complained of.

To file a complaint with a government agency in Massachusetts, you may contact:

Massachusetts Commission Against Discrimination
One Ashburton Place
Boston, MA 02108
(617) 727-3990

Or:

United States Equal Employment Opportunity Commission
Room 475
JFK Federal Office Building

Government Center
Boston, MA 02203
(617) 565-3200

For more information about filing a harassment/discrimination claim in Florida you may contact:

Equal Employment Opportunity Commission (EEOC) Miami District
Office
One Biscayne Tower
2 South Biscayne Boulevard
Suite 2700
Miami, Florida 33131
(305) 536-4491

Or:
Florida Commission on Human Relations
2009 Apalachee Parkway
Suite 100
Tallahassee, Florida 32301
(850) 488-7082

For other locations, please visit the following website for contact information:

<http://www.eeoc.gov/field/>

Where it is determined that inappropriate conduct has occurred, the Club will act promptly to eliminate the conduct and will impose corrective action as necessary, including disciplinary action where appropriate, which may include termination of employment.

Retaliation is Strictly Prohibited. Any individual who believes a violation of this Policy has occurred should feel comfortable reporting such violation to the Club without fear of recrimination, retaliation, or ostracism. The Club strictly prohibits retaliation of any kind, whether blatant or subtle, against any individual who either reports a complaint of a violation of this Policy in good faith or who participates in an investigation of a potential violation of this Policy.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment and discrimination, it is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment or discrimination.

Human Resources is available to discuss any concerns you may have and to provide information to you about this policy and our complaint process.

L. Non-Fraternization Policy

Dating, romantic or sexual relationships, even if consensual, can negatively affect the work environment. Power differentials, real or perceived, can diminish an employee's ability to give meaningful consent to such a relationship. A supervisor's ability to manage his or her team may also be suspect when a supervisor and supervisee have a dating, romantic or sexual relationship. Even when the supervisor acts with integrity, others may perceive bias, partiality or influence. Furthermore, the dissolution of these relationships can create discord and significantly impair normal operations.

In order to promote a safe and comfortable working environment and to avoid misunderstandings, complaints of favoritism, and other problems of supervision and morale, the Club prohibits employees in supervisor/supervisee relationships from engaging in dating, romantic or sexual relationships with each other.

Employees who have an existing dating, romantic or sexual relationship and are in a supervisor/supervisee relationship must immediately advise Human Resources. Also on occasion, a supervisor will have a preexisting dating, romantic or sexual relationship, or marriage, with an individual who becomes an employee.

Similarly, an employee may have a pre-existing relationship with an individual who becomes a supervisor. It is the obligation of the supervisor to disclose that relationship or marriage to Human Resources in advance of the beginning of employment. The Club will take appropriate steps consistent with this policy to ensure that the work experience of employees is not adversely affected by any dating, romantic, sexual or marital relationship. Since individual cases may vary, the Club has discretion to consider specific circumstances in addressing such relationships. The Club reserves the right to end the employment of either employee if the relationship becomes disruptive or creates a conflict in the workplace.

Complaints of violations of this policy should be made to Human Resources. Violations of this policy may lead to disciplinary action, up to and including termination.

Nothing in this policy shall be deemed as supplanting the Club's standards of conduct, or other related policies of the Club, which will apply by their terms, regardless of any disclosure made or steps taken under this policy. In addition, because all Management Committee members have at least indirect supervisory influence over all employees, they are prohibited from engaging in any dating, romantic or sexual relationship with any Club or FSM employee.

M. Americans with Disabilities Act (ADA)

The Club is committed to equal opportunity in all aspects of employment for qualified individuals with a disability. In accordance with the Americans with Disabilities Act (ADA) and state law, and consistent with the Club's Equal Employment Opportunity and Harassment-Free Workplace Policies, it is the Club's policy to provide reasonable accommodations in employment to qualified individuals with disabilities who request them unless the accommodation would impose an undue hardship on the operation of the Club's business or would change the essential functions of the position. Retaliation against an individual with a disability for utilizing this policy is prohibited.

If you believe that you have a medical condition that affects your ability to perform your job, you should contact a member of Human Resources.

N. Family Room and Break Time for Nursing Mothers

For up to one (1) year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The Club has designated space for this purpose. There is a Family Room on the Coke Deck available to employees for nursing. Nursing mothers wishing to use this room may request/reserve the room by contacting Human Resources. While a small refrigerator is available, employees storing milk take all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

The Club also has nursing "pods" available in Fenway Park available to the public during the season. Fan Ambassadors have keys and can provide access to these facilities for employees and fans.

O. Gambling

Major League Baseball rules impose strict restrictions upon the Club and its employees and officials with respect to gambling activity and transactions, associations, and other dealings with gambling entities. These rules and Red Sox organization policies recognize the heightened sensitivity to any actual or apparent gambling activity within professional sports.

Major League Rule 21(d) prohibits all Club employees and officials from betting on any baseball and softball games and events. The MLB Rule applies to all professional and amateur baseball and softball games as well as other events (i.e., home run derbies). Any violation of the Rule will subject the employee to discipline by MLB [and the Club]. MLB's policy on gambling also prohibits a Club employee from participating in fantasy baseball games in which prize money or other things of value are available to participants. Please refer to Major League Baseball's Policy on Sports Betting for more information.

In addition, MLB policy prohibits "tipping" – that is, disclosing confidential information to others, such as information regarding player health, rosters, lineups, transactions, discipline or umpires. MLB policy also prohibits employees from assisting individuals who participate in such games, if the employee is a player, works in baseball operations (including as a scout), or has access to confidential or strategic information related to player health, player status, or Club roster competition.

MLB policy prohibits Club employees from performing services in any capacity involving sports betting for any third party, including consulting or advising on sports betting issues, or advertising, promoting or endorsing sports betting products or services. There are very limited exceptions to this rule, as reflected in the official MLB Policy Memo.

The MLB Rule on gambling does not prohibit Club employees from directly engaging in lawful betting on other sports besides baseball. Thus, if an employee is in a state that has legalized sports betting, the employee may place bets on other sports.

However, it is Red Sox policy that employees cannot take proceeds from any other Club employee, including players and other uniformed personnel, for the purpose of placing a sports bet on the other's

behalf. Please note that this policy encompasses and covers all Clubhouse employees and Red Sox player personnel. You should be aware that placing sports bets on behalf of others for compensation, known as “messenger betting,” is generally illegal.

As a general matter, we strongly encourage you to exercise judgment and caution even with respect to lawful gaming activity. Please remember that we are all seen as representatives of the Red Sox organization. If you have any questions about MLB Rules and Red Sox policy regarding gambling issues, please see David Friedman, Senior Vice President & Special Counsel in the Legal Department.

P. Policy for the Protection of Personally Identifiable Information

This Policy for the Protection of Personally Identifiable Information (the “Policy”) sets forth procedures for the proper handling of personally identifiable information provided to Club employees by the Club’s customers, employees and others. This Policy applies to all Full-Time, Part-Time, seasonal, day of game, intern, temporary employees, and the Club’s consultants and independent contractors who are granted privileges to the Club’s PII. For purposes of this Policy, “PII” means an individual’s **first name and last name or first initial and last name** in combination with one or more of the following data elements that relate to such individual: (a) **Social Security number**; (b) **driver's license number or state-issued identification card number**; or (c) **financial account number, or credit or debit card number**. PII does not include information that is lawfully obtained from publicly available information or government records lawfully made available to the general public. Please refer to the Appendix for the Club’s detailed Personally Identifiable Information Policy.

Q. HIPAA

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to maintain the privacy of Protected Health Information and to provide individuals covered under our group health plan with notice of our legal duties and privacy practices concerning Protected Health Information. We are required to abide by the terms of this policy so long as it remains in effect. We reserve the right to change the terms of our Privacy Practices as necessary and to make the new Notice effective for all Protected Health Information maintained by us. Please refer to the Appendix for the details of the Club’s policy.

R. Outside Employment

If you are a Full-Time employee, your position with the Club should be considered as a Full-Time responsibility requiring your Full-Time loyalty. In order to successfully perform your position, we ask that you do not work Full-Time for another employer while employed by the Club. If you are seeking Part-Time, contract work, or consulting work outside the Club, it must not be a conflict of interest or adversely affect your work at the Club. Prior to starting any Part-Time employment, you should get permission from your supervisor.

S. Travel Policy

Our goal is to ensure that all employee travel is consistent with the business objectives of the Club. This policy is intended to provide guidelines and establish procedures for employees incurring business travel

and entertainment expenses when travelling on behalf of the Club. Any exceptions to this policy must be approved by the Chief Financial Officer (CFO).

Airfare

Reservation Procedures

All domestic air travel for Club personnel should be booked at the lowest logical fare (as defined below) via the Concur online booking system (www.concur.com), or by contacting Park Plaza Travel ("Park Plaza") directly (see below for contact information). Domestic airfare should not be booked using any other thirdparty (e.g. Orbitz, Priceline.com, etc.). For international flights, other alternatives, such as local in-country agents, may be used for finding the lowest fare. Additionally, all airfare should be purchased using a club issued corporate credit card (or central purchasing card maintained by Finance). The traveler's profile in Concur can be setup with the appropriate payment default as well as other travel preferences. Please ensure all airfare is purchased with as much advance notice as possible to secure optimal pricing.

Booking Information

All flights purchased using Concur are processed through Park Plaza. Whether you used the Concur system or called Park Plaza directly, you are able to contact Park Plaza if you have questions or require assistance to change/cancel flights. Their business hours are Monday through Friday 9:00am-5:00pm and they can be reached at 617-423-7800 or 800-421-0650. For emergencies and after hours only, please call 617-8515810*.

** An "emergency" is defined as any business travel needs that cannot wait until the next business day.*

Lowest Logical Fare

Club policy requires individuals to book flights that are within \$100 of the "Lowest Logical Fare." Lowest Logical fare is defined as follows:

- Coach class of service;
- Routing requires no more than one stop for each way of a round trip; and
- Routing does not increase the one-way total elapsed travel time by more than two (2) hours.

Employees may use Business or First Class in the following instances:

- Major League players or other employees based on employment contracts; • When an exception has been requested & approved by the CFO; or
- At the employee's personal expense.

Paid upgrades at the expense of the Club are not permitted.

Flight Cancellations and Changes

If you wish to cancel or change a flight, please do so prior to the scheduled departure of that flight within the Concur system, via a Park Plaza travel agent or by contacting the airline directly. Most airlines charge a fixed fee, plus the difference in fare to make a change to an itinerary once it is ticketed. Please make every

effort possible to avoid any change fees or rebooking charges. Credits for cancelled flights should be used for future business travel. To utilize any previously issued credits, please consult with a Park Plaza agent (as opposed to using Concur) to ensure optimal use of all credits.

Lodging

Hotel Selection Guidelines

The Club has preferred rates through MLB with several different hotels in numerous cities across the world. These rates are pre-loaded into Concur and are also available when booking with Park Plaza Travel. Unlike airfare, it is not required that you book a hotel exclusively through Concur or Park Plaza, provided you are able to obtain a less expensive rate. In general, “five star” hotels should be avoided unless there is a verifiable business purpose and preapproval from the CFO.

Lodging Reimbursement

If you are traveling and can stay with friends or family instead of a hotel, you are eligible to receive a lodging reimbursement of \$50 per night while on business. The traveler is required to submit for this lodging reimbursement as part of their expense report in Concur.

Automobiles

Rental Car Guidelines

Front Office employees should use their discretion and consider renting a car to drive to their destination in instances where driving is the most cost effective mode of transportation. Employees may also rent a car while traveling on business when other modes of transportation (e.g. taxi, train) are either unavailable or cost prohibitive. The Club has negotiated substantial discounts with both National and Enterprise car rental agencies and they are the preferred rental car company for the Club for most locations. Use discount code XZ10185 when making a reservation for company travel (you can use Contract ID XZ10SOX to take advantage of the discount for your personal reservations). If you are renting a car in a location where National and Enterprise are not available, you should use the car rental company with the best rate that you can obtain through Concur. When traveling to Jet Blue Park in Fort Myers, Hertz is the preferred car rental company. When renting a vehicle, travelers may rent within the following classes: Economy, Compact or Intermediate. The Club does not reimburse for upgrades, luxury vehicles, fines or any other fees associated with traffic and/or parking violations. Please ensure that the gas tank is full when returning a rental car to avoid refill penalties.

Field personnel should refer to their department guidelines regarding rental car procedures.

Rental Car Insurance

The Club has secured appropriate insurance when vehicles are rented to conduct Club business. Therefore, employees should **decline** all insurance coverage presented at time of travel with rental agencies when renting for Club business. (Please note: You should obtain liability, collision and theft insurance when renting or leasing vehicles outside the United States, Puerto Rico and Canada.) Club vehicle insurance is provided by American Specialty Insurance (1-800-566-7941). ***Company Car***

Usage

Employees who use their company car for business will be reimbursed at a fixed rate of \$0.14/per mile. However, if reimbursed for mileage, Employees are not eligible to submit gas receipts for reimbursement. We only allow for gas reimbursement where the entire amount of gas is related to Club business (primarily Scouts).

Personal Car Usage

Employees may use their personal car for business purposes if it is less expensive than taking a taxi or alternate transportation. It is the responsibility of the vehicle owner to have adequate insurance coverage.

Employees will be reimbursed for business usage of personal cars at the IRS published rate. Total reimbursable miles will be calculated by using Concur to input the start and end location. Please note that the Club does not reimburse for any fines or traffic violation fees.

Personal Travel

Combining Personal with Business Travel

Personal/vacation travel may be combined with business travel provided there is no additional cost to the Club. If an employee combines business and personal travel, the personal travel expenses should be paid directly by the employee and not charged to the Club. For trips that are primarily personal, the Club will only pay that portion of the trip directly related to the business transacted. If the two are charged together on a corporate card, the traveler must itemize the charges on their expense report to show how much is business related vs. personal.

Use of Club-Negotiated Hotel and Rental Car Rates for Personal Travel

Club-negotiated hotel and rental car rates may be used for personal/vacation travel but corporate insurance coverage will NOT apply. Meals and Entertainment

Personal Meal Expense Guidelines

Personal meals are defined as meal expenses incurred by the traveler when dining alone while traveling out of town. Scouts and employees traveling on an extended trip (i.e. any stay greater than one week) may receive a per diem rate for meal expenses. For all other travel, employees will be reimbursed for specific meal expenses incurred that are reasonable in nature and accompanied by original receipts. Employees should use the Front Office per diem rates as a guideline for acceptable spending in regards to personal or internal business meals. The Front Office per diem rates are currently \$10 for breakfast, \$15 for lunch and \$30 for dinner. For Baseball Operations employees, the per diem rates will vary based on function and area of coverage.

Business Meal Expenses

Business meals include meals with clients, prospects or associates during which a specific business discussion takes place. Employees will be reimbursed for specific business meals that are reasonable in nature and accompanied by original receipts.

Entertaining Clients, Prospects or Associates

Entertainment expenses include events such as bars, theater, restaurants and sporting events, where Club business is conducted/discussed. However, acceptable entertainment expenses specifically exclude locations that are inappropriate or incorporate offensive surroundings, or in any way reflect a level of discrimination or exclusion inconsistent with our values. Employees should use their best judgment in determining the manner in which to entertain clients to protect the values of the Club. Expenses should be reasonable and extraordinary events must be approved in advance by the applicable budget manager.

Expense Report Completion and Submission

Employees that have incurred business expenses should file expense reports online at www.concur.com at least once per month and no more frequently than twice a month. All expense reports must be approved by the employee's immediate supervisor or the next higher-level manager.

All expenses incurred greater than \$25.00 must be accompanied by a picture of the original, itemized receipt. When a receipt has been misplaced, the employee should contact the vendor and retrieve a copy for submission.

The Club reserves the right to reject submissions for out-of-pocket expenses older than ninety (90) days.

Corporate Card Guidelines

Employees should use their corporate card to pay for all business-related travel expenditures. Please consult with the Finance department prior to using your corporate card for non-travel related expenditures.

Please also be advised that corporate cards should not be used for personal expenses. In the rare occasion that a corporate card is used for a personal expense, the expense should be submitted with the Employee's expense report as "Due to the Red Sox," the amount of the personal expense will be deducted from the Employee's paycheck following the expense report approval.

Continued use of a corporate card for personal charges will result in the card being deactivated. Non-

Reimbursable Expenses

Expenses not directly connected to conducting business on behalf of the Club will not be reimbursed. Examples of non-reimbursable expenses include but are not limited to the following:

- Clothing, toiletries, dry cleaning, personal entertainment (e.g. movies);
- Fees connected with the use of health and gym facilities; and
- Loss or theft of cash advance, traveler's checks or other personal property (e.g. luggage).

Guidelines for Gifts and Other Expenses

- For department outings or special events over \$1,000.00 in total, the employee must get prior approval from the CFO.

- Gifts to fellow employees are not reimbursable (including but not limited to baby showers, birthday gifts, etc.).
- Expenses should not be incurred for coffee breaks or other services already provided by the Club.
- When taking internal groups to lunch around Fenway Park, employees should use our trade agreements with local restaurants whenever possible.

Reporting Lost/Stolen Cards

A lost or stolen corporate card must be reported as soon as the employee notices the card is missing. To report a lost or stolen card, please call 1-888-449-2273 (US calls) or 509-353-6656 (International calls), and notify the Finance department. If necessary, you may request an emergency replacement card through Bank of America.

T. Team Charter Travel Policies

We understand that employees who are not part of the usual Major League team traveling party at times may also have responsibilities that require them to travel to away games. In order to establish consistency and make the travel process smoother for everyone, we have put a standard process in place for these situations.

The team plane is large enough to carry only the regular traveling party with very few additional seats. Front office staff members, who are not part of the regular traveling party but wish to travel with the team and/or stay in the team hotel, should make a request to their respective department head. All requests for charter travel or hotel accommodations should be made by department heads to Raquel Ferreira, Senior Vice President of Major and Minor League Operations, and must be approved by the President of Baseball Operations. If Club officers or department heads themselves seek to travel on the team charter, they should also notify Raquel to seek approval by the President of Baseball Operations. In order to plan appropriately, requests should be made at least one (1) week in advance of a road trip whenever possible. This process will allow us to ensure the appropriate accommodations are available as well as provide the proper travel protocols to anyone new to travel with the team (i.e. dress code, plane/bus seating information, etc.).

As a general rule, only those traveling for work-related reasons are eligible to travel with the team. Front office staff members traveling for non-work related reasons should make their own accommodations separate from the team charter and team hotel.

The above guidelines also apply to situations when non-Front Office employees may travel with the team, such as fan promotions, sponsors, employee rewards, special guests, etc. Department heads should contact Raquel Ferreira prior to offering travel with the team to such guests so this can be cleared with the President of Baseball Operations. Given the size of the team plane and lack of additional seats, such requests may be difficult to accommodate.

U. Workplace Security

The Club makes every effort to provide a safe working environment for all employees. It is a part of every employee's basic job responsibility to help maintain that environment. Employees should be alert at all times and should immediately report the presence of any suspicious persons, activities or items to the Director of Security & Emergency Services.

Employees should also maintain in their possession at all times their identification badge(s), credentials and keys. These items may not be lent to anyone who is not authorized to possess these and must be reported immediately if lost or stolen to a member of Human Resources. Similarly, computer passwords and any other security access information should not be disclosed to anyone who is not authorized to have that information.

Any employee who becomes aware of any workplace security threat or identifies methods of improving security in the workplace, should report that information/recommendation to the Director of Security and Emergency Services.

V. Ballpark Access

Employees must use their assigned badge for access to the ballpark. Your access to the ballpark is a privilege, and good judgment is expected with respect to how you handle this access. Please pay attention to the Club's guidelines for clubhouse and field access as well as respect any areas that are reserved for private functions. Escorted visitors and guests must have the appropriate credential, ticket or pass when accessing premium areas. Any visitors must remain in the company of an employee at all times. Please be courteous when escorting visitors through office areas where people are working.

W. Pre-Game Field Access

The pre-game field corral is used for special guests, VIP and Batting Practice tours, client and premium services, and other various department programs. In accordance with MLB regulations, the corral will stop short of both dugouts to allow for unimpeded access to and from the field for uniformed personnel. We want to provide the best possible experience for all of our guests and ask that you adhere to the following guidelines when using the corral:

- Access is available beginning three (3) hours prior to the scheduled first pitch of the game and ending one (1) hour prior to the first pitch.
- Please use the field doors at Box 39 and Box 51 for entry and exit.
- All guests should be escorted onto and off of the field by an employee.
- Wristbands must be worn by guests according to the wristband color of the day provided on the day of game sheet.
- Access is available weather permitting. As a general rule the corral is closed if the tarp is on the field.
- Areas outside of the corral including in front of the Green Monster and the dugouts are restricted. Any visits to the Green Monster before or after batting practice should be limited and must be pre-arranged and approved through the Director of Video Productions.

All guests will be cleared from the field one (1) hour prior to first pitch. After this time only pre-game ceremony participants should be on the field. Please limit guests of the participants as much as possible to allow for proper execution of the ceremonies.

X. Premium Spaces

Employees should access premium areas of the ballpark during games only while performing their official duties. Ticketholders, clients and guests must have the proper credential to enter these areas. Please reach out to the Client Services Department in advance of the event for guest access to the Dell Technologies Level and/or Dell EMC Club, State Street Pavilion Club, and Ford Clubhouse and to the Ticket Services Department for access to the Royal Rooters Club. The Green Monster and Right Field Roof Deck should be considered premium spaces as well and access to those areas during games can be coordinated through the Security or Event Operations Department.

Y. Clubhouse Access

In order to provide the best possible work environment for our uniformed personnel, access to the Red Sox Clubhouse and Visitor Clubhouse areas are restricted at all times, and especially on game days. In addition to the Clubhouse proper, Red Sox Clubhouse areas include:

- Player's Parking Lot (covered area);
- Interior Clubhouse hallways including runway to the field;
- Family Room;
- Batting Tunnel; and
- Dugout and adjacent warning track area.

On game days, the above areas should be considered off limits to all employees beginning three (3) hours prior to each game and one (1) hour after each game unless the employee has been assigned to those areas for a specific work function. Any special requests for player appearances or meet and greets must be arranged in advance through the Community/Player Relations Department.

Z. Safety and Health

It is the Club's goal to provide all employees with a safe and healthy workplace and to comply with all applicable safety and health laws.

The Club expects employees to conduct themselves in a safe manner at all times while at work or performing job-related duties. Employees are requested to take all necessary and reasonable actions to keep all premises a safe place to work, including the observance of all safety rules and regulations. It is especially important for employees who work on or near the field to always be aware of their surroundings before and during a game. Professional ballplayers are highly skilled athletes but it is not possible for them to control the direction where foul balls or baseball bats may potentially land during batting practice or in a game situation. Therefore, it is very important for any employee performing work in the seating bowl or on the field to remain ready and prepared to react swiftly if a foul ball or baseball bat is headed in his or her direction.

Any employee who observes an unsafe or unhealthy working condition should promptly report it to his or her supervisor or to the Human Resources Department. No employee will knowingly be required to work in unsafe conditions.

All employees are required by law to report immediately to their supervisor or manager in charge, an incident involving physical injury to an employee while on the job or to any visitor while at the ballpark, no matter how minor the incident may appear. Managers must notify the Security and Human Resources departments as well as document the date and time of accident, name of the injured party, details of the injury, witnesses to the event, and what actions were taken.

AA. Fire Alarm Evacuation Procedure

An active fire alarm is an immediate signal to all employees, contractors, and guests to evacuate the building. **Please assume that any fire alarm is real and take the actions stated in this directive.**

When the Fire Alarm or Sprinkler System is activated all employees, contractors, and guests **MUST** evacuate the building **immediately** according to the following procedures:

82 Brookline Ave - Exit via the 82 Brookline stairs or the stairs that lead to Arthur's Way. Assemble on Ortiz Way.

Executive Office Level 2 - Exit via the 4 Jersey Street stairs or the 24 Jersey Street stairs onto Jersey Street to the Red Sox parking lot on Brookline Ave. and assemble on the Yawkey Station walkway.

Executive Office Mezzanine Level - Exit via the 4 Jersey Street stairs or the 24 Jersey Street stairs onto Jersey Street to the Red Sox parking lot on Brookline Ave. and assemble on the Yawkey Station walkway.

Jeano Building Office Area Level 2 - Exit via the 4 Jersey Street stairs onto Jersey Street or the 70 Brookline Ave. stairs onto Brookline Ave. to the Red Sox parking lot on Brookline Ave. and assemble on the Yawkey Station walkway.

Ticket Operations Area - Exit via Jersey Street or Brookline Ave. door and to the Red Sox parking lot on Brookline Ave. and assemble on the Yawkey Station walkway.

Basement Office Area - Exit via the 4 Jersey Street stairs or via the concourse to gate D and exit onto Jersey Street to the Red Sox parking lot on Brookline Ave. and assemble on the Yawkey Station walkway.

Concourse Area: (Grounds, Facilities personnel and Clubhouses) - Exit gate D onto Jersey Street and assemble in the 55 Jersey Street Lot.

EMC Club, State Street Pavilion, Suites and Press Level - Proceed to the scissor ramp at Gate D and walk down the ramp toward Jersey Street and assemble in the 55 Jersey Street parking lot.

Aramark Offices, Warehouse, Royal Rooters Club and Champions Club - Proceed to the triangle parking lot at Ipswich and Lansdowne Streets and assemble there.

Tours and Other Special Event Guests - Exit via the nearest available exit and assemble at the 55 Jersey Street lot.

Duties and Responsibilities of Department Managers and Supervisors

- Ensure that all employees are quickly and calmly evacuated from the building and prevent employees from gathering personal or company property.

- Ensure that elevators or lifts are NOT used during an evacuation.
- Assemble all employees in your respective department at the evacuation staging area and account for all persons working.
- Report any employee not accounted for to Security.
- Do not allow any employee/s to re-enter the building until the all clear and safe to return command is given by Security or Facilities personnel.
- Additional communications, updates and other information will be conveyed via email, cell phones and two-way radios.
- Upon re-entry please report any issues or missing property to the Director of Security for follow up or investigation.

NOTE: The nature of the emergency may warrant the evacuation routes and/or staging areas to be changed or relocated. In that case, an audible message will be played to address the changes.

There are separate procedures to be followed when there is a game or major event being conducted in the park. For these events, internal and external resources are in place to quickly identify the source and nature of the alarm. Members of the security and event operations game day staff have been trained appropriately and will give direction to all staff and fans on whether an immediate evacuation of any/all areas of the ballpark is necessary. Employees should stage in the same areas described above.

BB. Workplace Violence

The Club is fully committed to providing a safe workplace that is free from acts of violence or threats of violence. Compliance with this policy and the Club's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility. This policy requires that all individuals on Club premises or while engaged in Club business, conduct themselves in a professional and non-violent manner.

For purposes of this policy, workplace violence is defined as behavior which constitute actual or potential assault, battery, harassment, intimidation, threats or similar actions, attempted destruction, or threats to Club or personal property; which occur in a Club workplace, while using Club resources, at a Club work location, or while an individual is conducting Club business.

While on Club property, all individuals are strictly prohibited from engaging in acts of violence, making threats of violence, possessing weapons in the workplace, participating in threatening or menacing behavior, stalking, or committing acts of violence against employees, visitors, guests, or other individuals. Violations of this policy by employees will lead to disciplinary actions up to and including termination of employment and the involvement of appropriate law enforcement authorities as needed. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on Club property shall be required to leave the property immediately, and may be required to stay away from Club premises until an investigation of the incident has been completed.

Any person who commits these acts outside the workplace but which impact the workplace are also in violation of this policy and will be dealt with appropriately. The Club reserves the right to respond to any actual or perceived acts of violence in a manner it sees fit based upon the facts and circumstances. Such response may include, but is not limited to, suspension and/or termination of employment, reassignment of job duties and/or criminal prosecution.

You are responsible for notifying the Director of Security and Emergency Services of any threats or behavior you have witnessed or experienced and regard as threatening or violent. The Club understands the sensitivity of the information provided and will act in prompt manner to address the situation.

CC. Domestic Violence Policy

Major League Baseball has a Domestic Violence, Sexual Assault and Child Abuse Policy that is included in the Appendix of this Handbook. The Club also recognizes the adverse impact of domestic violence in the workplace. Domestic violence is defined by the Club as abusive behavior occurring between two people in an intimate relationship. It may include physical violence, sexual, emotional, and psychological intimidation, verbal abuse, stalking, and economic control.

The Club is committed to raising the awareness of domestic violence and providing training, guidance and resources for employees and management to address the occurrence of domestic violence and its effects on the workplace.

Employees who have been the victim of domestic violence are encouraged to notify either their manager or a member of Human Resources. If an employee has reported an incident of domestic violence to their manager, that manager must notify Human Resources immediately to receive guidance on how to deal with the situation in the most effective and safe manner possible. Through relationships with our Employee Assistance Program, internal Medical department, and access to National Hotlines, we can provide employees the ability to get help and work with knowledgeable and confidential advisors. In addition, anyone who has witnessed, been notified of, or has reason to believe that an employee is in an unsafe situation, is responsible for notifying Human Resources immediately. It is critical that anyone who is made aware of a domestic violence concern understands the sensitivity of the information provided and will act promptly and confidentially to address the situation. Human Resources has access to multiple types and levels of resources. Some examples of resources include:

Employee Assistance Program www.allonehealthcap.com (User ID "Red Sox", Password "Employee")
800-451-1834

Boston Area Rape Crisis Center
99 Bishop Allen Drive; Cambridge, MA 02139
617-492-8306
24 hour hotline: 800-841-8371

SafeLink Hotline
877-785-2020

The National Domestic Violence Hotline
800-799-SAFE (7233)

Loveisrespect
866-331-9474

Text: loveis to 22522

There may be situations when employees need to take time off as result of being a victim of domestic violence or to care for a family member who is a victim of abusive behavior. Please refer to the MA Domestic Violence Leave Act Policy in the Time Off section for specific information and eligibility.

DD. Media Relations Policy

Many issues dealt with on a daily basis by Club employees are of great interest to the media. You should be aware that it is common for members of the media to contact employees in an effort to gain information for a story. It is everyone's responsibility to follow our Media Relations policy to maintain the confidentiality of the information they acquire and have access to as a result of their employment with the Club.

Unless it is a specific part of an employee's job responsibility, employees are strictly prohibited from speaking to reporters or other members of the media or press without first clearing those communications with a member of the Red Sox Media Relations or Communications departments. All media inquiries must be directed to a member of our Media Relations or Communications departments who are authorized to speak on the Club's behalf.

The Club will not construe or apply this policy in a manner that interferes with or limits employees' rights under the National Labor Relations Act or to register a complaint in accordance with the Company's Harassment Free Workplace Policy. In general, nothing in this policy is intended to affect employees' right to speak publicly about or to discuss the workplace, such as wages, hours or working conditions.

EE. Records Retention Policy

The purpose of this records retention policy (the "Records Retention Policy") is to ensure that the Club retains the records each needs to (a) efficiently transact business and (b) comply with applicable laws and regulations. The Records Retention Policy is additionally designed to provide for the elimination of unnecessary records in order to facilitate the Club's ability to locate relevant records and reduce the costs associated with storage.

Club employees must manage records and information in a manner that ensures:

- Consistently organized filing, storage, and retrieval of recorded information.
- Records maintenance in whatever media satisfies legal, regulatory, and operational requirements.
- Protection of and appropriate access to organization records.
- Needed documentation in the event of litigation.
- Proper and legal disposal of records no longer of value.

Records Retention

A. Policy

Records retention is an organization decision, not an individual one. Club records, in all forms, belong to the Club, respectively, and not to the individuals who generate and/or maintain them. This Records Retention Policy is to be followed by all employees. If you have any questions about your record keeping responsibilities, we encourage you to consult with your supervisor. Supervisors should feel free to consult with the Legal Department for advice on questions that may arise.

For purposes of this Records Retention Policy, “records” are all kinds of records generated or received in connection with the Club’s business, including, but not limited to, paper documents, recordings, photographs, emails, databases and other electronic files. Records include non-obvious items such as computerized calendars, handwritten notes, and expense records. Electronic records should be treated as though they were paper documents for purposes of this Records Retention Policy. In other words, the content of the record is the relevant factor for determining whether and how long it needs to be retained.

The policy on records retention is as follows:

1. As a general rule, you should dispose of records as soon as you are done with them, unless there is a legal or business need to keep the records for a longer time. Most final records, whether in hard copy or electronic form, should be retained for a maximum of three (3) years; or if the record is active for a longer, extended period of time, then the record should be retained for the length of time that the document is active plus one (1) year. This general guideline is not intended to prevent the routine discarding of notes, drafts and other records that do not serve a continuing business purpose, including through the automatic deletion of email pursuant to the Club’s email policy.
2. Email messages that are thirty (30) days or older are purged from your Deleted Items folder on an ongoing basis. Although these messages are purged from the “Deleted Items” folder, they are retrievable via the SourceOne email archive system for three (3) years prior to their permanent deletion from the archive system. Email messages that fall within the permitted exceptions of this Records Retention Policy should be placed in separate subfolders created under the *!Exceptions* folder so that they are not purged. All emails in your “Inbox”, your “Sent Items” folder or your subfolders within your “Inbox” that are not otherwise deleted or filed under the *!Exceptions* folder in accordance with this Records Retention Policy will remain in their respective folder for three (3) years and will be deleted and no longer retrievable thereafter. Employees should not use the *!Exceptions* subfolders as a means to save all emails sent or received; only emails that are required to be retained for a business or legal reason should be saved by use of this method. Saved emails must be retained and disposed of in accordance with this Records Retention Policy. Email messages that are pertinent to actual or potential litigation or investigations will be preserved as set forth below.
3. The only exceptions to the ordinary practice of disposing of all records within three (3) years are as follows: (a) those records indicated on the attached schedule (the majority of which pertain to departments which are the subject of significant legal regulation, such as Human Resources, Accounting and Legal) and (b) those records that pertain to potential or actual litigation or investigations, as set forth below.
4. Active files should be kept as lean as possible. Generally, the originator of a memo, letter or other record should be responsible for filing the document; there is usually no need to keep duplicate copies of documents originated by others on file for your own record. Drafts of earlier versions of records should be discarded (assuming that the documents do not pertain to potential or actual litigation or investigations as set forth below).

5. Records to be discarded under this Records Retention Policy include all copies of all records, in all forms of media, in all locations. This includes copies of records maintained electronically on local or shared computer drives, in email subfolders, in Web-based applications, in databases or on USB flash drives, CDs, DVDs, or other computer media.
6. Paper copies of confidential or sensitive records should be disposed of in secure shredding bins. Paper copies of non-confidential records may be disposed of in Club recycling bins. USB flash drives, CDs, DVDs or other computer media containing records should be disposed of by means of physical destruction or should be given to the IT Department to dispose of properly.
7. All final contracts should be sent to the Legal Department promptly once the contract is executed, distributed in final form or completed such that further drafts are not contemplated. If you will need to refer to an active contract frequently, you should keep a copy in your department until the contract has been completed.
8. **DO NOT DESTROY RECORDS THAT MAY BE RELATED TO A LAWSUIT OR GOVERNMENT INVESTIGATION.** Legal counsel will notify all relevant parties as soon as it has knowledge of such occurrence. If you otherwise become aware of a legal matter (whether pending or threatened) involving the Club, you should promptly notify your supervisor and the Legal Department. In addition, where it is reasonable to expect there may be a claim, action, arbitration or government or regulatory inquiry, investigation, or proceeding involving the Club, all potentially pertinent records shall be retained until that expectation no longer exists. Any questions concerning the need to retain particular records should be referred to the Legal Department.

B. Responsibility

All staff, managers and executives of the Club are responsible for managing the records that support their operating objectives in accordance with this Records Retention Policy. Department heads in each business unit or satellite office shall be responsible for the compliance by their department, unless another person is specifically designated. Each Department should have a system in place to index, file and retrieve records, whether they are stored on site or at off-site storage facilities. Similarly, individual employees should also maintain a system for indexing and maintaining records in accordance with this Records Retention Policy.

FF. Authorized Signatures on Contracts and other Corporate Records

Vice Presidents or above are the only employees authorized to sign a legally binding document (i.e. contracts, corporate records, etc.). All documents should be sent to the Legal Department for review prior to signing and all fully executed documents should be sent to the Legal Department for filing.

APPENDIX

A. HIPAA

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to maintain the privacy of Protected Health Information and to provide individuals covered under our group health plan with notice of our legal duties and privacy practices concerning Protected Health Information (the “Notice”). We are required to abide by the terms of this policy so long as it remains in effect. We reserve the right to change the terms of our Privacy Practices as necessary and to make the new Notice effective for all Protected Health Information maintained by us.

Definitions

Group Health Plan means, for purposes of this Notice, the following employee benefits that we provide to our employees, employees’ dependents and, as applicable, retired employees: medical, dental, vision, and health care flexible spending plans.

Protected Health Information (“PHI”) means individually identifiable health information, as defined by HIPAA, that is created or received by us and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased.

Uses and Disclosures of your Protected Health Information

The following categories describe different ways that we use and disclose PHI. For each category of uses and disclosures we will provide a general summary and, where appropriate, provide examples for illustrative purposes. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted or required to use and disclose PHI will fall within one of the categories.

Your Authorization – Except as outlined below, we will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing except to the extent that we have taken action in reliance upon the authorization or that the authorization was obtained as a condition of obtaining coverage under the group health plan, and we have the right, under other law, to contest a claim under the coverage or the coverage itself.

Uses and Disclosures for Payment – We may make requests, uses, and disclosures of your PHI as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims. We may also disclose your PHI for the payment purposes of a health care provider or a health plan.

Uses and Disclosures for Health Care Operations – We may use and disclose your PHI as necessary for our health care operations. Examples of health care operations include activities relating to the creation, renewal, or replacement of your Group Health Plan coverage, reinsurance, compliance, auditing, rating,

business management, quality improvement and assurance, and other functions related to your Group Health Plan.

Family and Friends Involved in Your Care – If you are available and consent, we may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and we determine that a limited disclosure is in your best interest, we may share limited PHI with such individuals. For example, we may use our professional judgment to disclose PHI to your spouse concerning the processing of a claim.

Business Associates – At times we use outside persons or organizations to help us provide you with the benefits of your Group Health Plan. Examples of these outside persons and organizations might include vendors that help us process your claims. At times it may be necessary for us to provide portions of your PHI to one or more of these outside persons or organizations.

Other Products and Services – We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your PHI for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing Group Health Plan coverage, and about health-related products and services that may add value to your Group Health Plan.

Other Uses and Disclosures – We may make various other uses and disclosures of your PHI without your authorization:

- We may use or disclose your PHI for any purpose required by law. For example, we may be required by law to use or disclose your PHI to respond to a court order.
- We may disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- We may disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for cadaveric organ, eye or tissue donation. • We may use or disclose your PHI for research purposes, as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services, and we may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- We may disclose your PHI to workers' compensation agencies for your workers' compensation benefit determination.

- We will, if required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of HIPAA.

In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of Protected Health Information, as described above, we will restrict our uses or disclosure of your Protected Health Information in accordance with the more stringent standard.

Rights that you Have

Access to Your PHI – You have the right of access to copy and/or inspect your PHI that we maintain in designated record sets. Certain requests for access to your PHI must be in writing, must state that you want access to your PHI and must be signed by you or your representative (e.g., requests for medical records provided to us directly from your health care provider). Access request forms are available from [Insert company name] at the address below. We may charge you a fee for copying and postage.

Amendments to Your PHI – You have the right to request that your PHI we maintain be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. To be considered, your amendment request must be in writing, must be signed by you or your representative, and must state the reasons for the amendment/correction request. Amendment request forms are available from us at the address below.

Accounting for Disclosures of Your PHI – You have the right to receive an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. To be considered, your accounting requests must be in writing and signed by you or your representative. Accounting request forms are available from us at the address below. The first accounting in any twelve (12) month period is free; however, we may charge you a fee for each subsequent accounting you request within the same twelve (12) month period.

Restrictions on Use and Disclosure of Your PHI – You have the right to request restrictions on certain uses and disclosures of your PHI for insurance payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that we not disclose your PHI to your spouse. Your request must describe in detail the restriction you are requesting. We are not required to agree to your request but will attempt to accommodate reasonable requests when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction. You may make a request for a restriction (or termination of an existing restriction) by contacting us at the telephone number or address below.

Request for Confidential Communications – You have the right to request that communications regarding your PHI be made by alternative means or at alternative locations. For example, you may request that messages not be left on voice mail or sent to a particular address. We are required to accommodate reasonable requests if you inform us that disclosure of all or part of your PHI could place you in danger. Requests for confidential communications must be in writing, signed by you or your representative, and sent to us at the address below.

Right to a Copy of the Notice – You have the right to a paper copy of this policy upon request by contacting us at the telephone number or address below.

Complaints – If you believe your privacy rights have been violated, you can file a complaint with us in writing at the address below. You may also file a complaint in writing with the Secretary of the U.S. Department of Health and Human Services in Washington, D.C., within one hundred eighty (180) days of a violation of your rights. There will be no retaliation for filing a complaint.

For Further Information

If you have questions or need further assistance regarding this Notice, you may contact the Club's Human Resources Department.

B. Policy for the Protection of Personally Identifiable Information

This Policy for the Protection of Personally Identifiable Information (the "Policy") sets forth procedures for the proper handling of personally identifiable information provided to the Boston Red Sox (the "Company") employees by the Company's customers, employees, persons who may contact the Company through our contests, sweepstakes, and online surveys or use of applications and/or website, and others. This Policy applies to all full-time, part-time, seasonal, day of game, intern and temporary employees, and the Company's consultants and independent contractors who are granted privileges to the Company's PII. For purposes of this Policy, "PII" means an individual's **first name and last name or first initial and last name** in combination with one or more of the following data elements that relate to such individual: (a) **Social Security number**; (b) **driver's license number or government-issued identification card number**; or (c) **financial account number, or credit or debit card number**. PII does not include information that is lawfully obtained from publicly available information or government records lawfully made available to the general public.

Receipt of and Access to PII

Generally, access to records containing PII shall be limited to those persons who are reasonably required to have such information in order to accomplish a legitimate business purpose or to enable the Company to comply with applicable law and regulations. The amount of PII collected should be limited to that amount reasonably necessary to accomplish your legitimate business purposes, or that amount necessary for compliance with other applicable law and regulations as communicated to you by the Legal Department.

Receipt of PII via Email

If a customer, employee or other person (who sends email from a non-Company email address) intends to send you PII via email, please ensure that the customer or employee follows the following protocol. You should send that person an initial email and you must type **"#Encrypt"** (without quotes) in the subject line of the email, and the recipient then will be emailed a link to retrieve the message over an encrypted connection. The recipient will be prompted to enter a password of their choosing and the user name will automatically be the recipient's email address. The message will appear using Proofpoint or a similarly secure email system. In order to ensure that the PII is securely sent to you, the user must reply to the secure message and the email will be encrypted and delivered to your email inbox. **Customers should be**

reminded that the Company does not recommend that they send PII to the Company via regular, unencrypted email.

In instances where you receive PII via an outside email without requesting it, please ensure that you remove the PII from the content of the message in any reply to the sender (and when forwarding the message) by either deleting the PII or typing the word "Encrypt" (without quotes) in the subject line of your reply (or forwarded message). Each email containing PII should be deleted as soon as it is no longer being utilized and otherwise shall be disposed of in accordance with the Company's Records Retention Policy.

Storing PII in email folders is strictly prohibited. If you must retain a particular email containing PII, please contact the IT Department for alternative storage methods.

Receipt of PII via Fax

All desk telephone numbers are equipped with the ability to receive faxes which are immediately sent to your email inbox as a fax, and all employees are encouraged use their phone numbers to receive faxes. All PII received via fax is "safe" because it is encrypted. However, it is your responsibility to ensure that all outgoing faxes contain a cover page that does not contain any PII. This is because each fax confirmation sheet displays a copy of the first page of the fax and such confirmation sheets may be left on fax machines around the office.

If it is necessary to print or scan a fax that contains PII, please follow the process set forth in the section below entitled Printing and Scanning Documents Containing PII. Once printed or scanned, the fax should be treated like any other document containing PII.

Printing and Scanning Documents Containing PII

Printing documents containing PII is strongly discouraged. Individuals needing to print documents containing PII are required to immediately retrieve his/her document(s) from the printer and file it or dispose of it in accordance with this Policy. Each department has its own secure scanning folder. **All employees are required to scan all documents containing PII directly into his/her department's secure scanning folder on the network and immediately move such documents out of the scanning folder into a secure network location.** Documents containing PII will be automatically deleted from all network scanning folders on a regular basis.

Storing Documents Containing PII on Computer Drives and Mobile Devices

Access to PII stored on computer network drives and mobile devices shall be limited to those employees having a unique log-in ID and password. Electronic records (including records stored on hard drives or other electronic media) containing PII should be deleted as soon as such PII is no longer being utilized and otherwise should be disposed of in accordance with the Company's Records Retention Policy. Viewing or displaying emails containing PII on unsecured mobile devices is strongly discouraged. Employees are required to password protect all computers and mobile devices, including tablets, and ensure that all computers and mobile devices, including tablets, automatically lock after thirty (30) minutes of inactivity.

If working remotely, do not allow family members to view or access PII. Do not forward documents to your personal email account as a way to avoid issues such as network connectivity or the inability to print. Please contact the IT Department for assistance. The Company reserves the right to delete all documents on computer network drives that are not encrypted and/or password protected.

Storage & Disposal of Hard Copies of Documents Containing PII

All paper records containing PII shall be stored in a secured location. All employees who maintain paper records containing PII in their desks and/or file cabinets are required to lock their desks and/or file cabinets. It is the employee's responsibility to request a key(s) for desks and/or file cabinets from the Facilities Department. Employees are prohibited from keeping open files containing PII on their desks or other workspace when they are not at their desks or other workspace. At the end of the work day, all files and other records containing PII must be secured. Each department shall develop rules (bearing in mind the business needs of each department) to ensure that reasonable restrictions upon physical access to records containing PII are in place, including a written procedure setting forth the manner in which physical access to such records in the department is to be restricted. Each department must store such records and data in locked facilities, secure storage areas, or locked containers. Paper records shall be disposed of in accordance with the Company's Records Retention Policy or at such earlier time as such records are no longer necessary for conducting business.

As soon as you no longer have a business need for a document containing PII, you should destroy it by having it securely shredded. Secure shredding bins are located in various locations around the office for the purpose of securely disposing paper records containing PII. Information stored on electronic files, disks, hard drives or other storage media must be securely destroyed or erased so that the personal information cannot be recovered after disposal.

Things to be Aware of

All employee computer passwords automatically expire and are required to be changed by the employee after the password has been active for ninety (90) days. Access to PII shall be restricted to active users and active user accounts only. All computer systems are monitored by the IT Department for unauthorized use of or access to PII. The IT Department will contact you if any unauthorized activity has been detected on your computer.

The best passwords are easy for the employee to remember, but difficult for others to guess. They are made to be hard to guess by appearing random to anyone other than the user. Please refer to the Company's Password Policy for details.

Agreements with Third Party Vendors/Service Providers who have Access to PII

The Company shall take reasonable steps to verify that all third party vendors who have access to PII have the capacity to protect such PII. All employees who deal with third party vendors who have access to PII are responsible for sending the relevant third party vendor agreements to the Legal Department for review

in advance of contract execution and the commencement of services. Each such third party vendor must provide the Company with written confirmation evidencing compliance with PII laws.

What Is Required Upon Termination or Resignation

Terminated workers (i.e., employees, independent contractors or consultants) will be required to immediately return all records containing PII, in any form, that may at the time of such termination be in the former worker's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.). A terminated worker's physical and electronic access to PII will be blocked promptly after such termination. Prior to his or her departure, such terminated employee will be required to surrender to the Company all keys, key fobs, IDs, access codes or badges and the like, that permit access to the Company's premises or information. Moreover, such terminated worker's remote electronic access to PII will be disabled and his/her voicemail access, e-mail access, internet access, and passwords will be invalidated. Limited exceptions may be granted for continued access for a brief period of time on a case-by-case basis.

Notification in the Event of a Potential Security Breach

Employees must immediately report any suspicious or potentially unauthorized disclosure or use of customer PII to cybersecurity@redsox.com so that the Legal Department and IT Department can assess the situation and determine whether there is any further responsibility required of the Company. Examples of incidents requiring notification are instances of lost or stolen laptops or mobile devices combined with the threat of access to, or unauthorized use of, PII, internet breaches (as a result of hackers or phishing), or inadvertent or other unauthorized disclosure of PII (such as inadvertently providing a file to a third party) combined with some risk of access to, or inappropriate use of, PII. Notification by a customer that his or her PII has been compromised as a result of providing the Company with such information requires immediate Legal Department notification.

Annual Training and Follow-Up

All security measures will be reviewed annually, or whenever there is a material change in the Company's business practices that may reasonably implicate the security or integrity of records containing PII.

The Company will conduct annual training for all employees, independent contractors and consultants, who have access to PII. All participants of such training will be required to certify their participation in the training and their familiarity with the Company's requirements for ensuring the protection of PII.

Violations of PII Policies and Procedures

The Company views the protection of PII to be of the utmost importance. Violations of this policy or its procedures may result in disciplinary actions under the Company's discipline policy and may include verbal or written warning, or suspension or termination in the case of severe or repeat violations. PII policy violations and disciplinary actions are incorporated in the company's PII onboarding and refresher training

to reinforce the company's continuing commitment to ensuring that this data is protected by the highest standards.

C. Family and Medical Leave Act (FMLA)

Basic Leave Entitlement

In accordance with The Family Medical Leave Act of 1993 (FMLA), the Club provides eligible employees up to twelve (12) weeks of unpaid, job-protected leave during a rolling twelve (12) month period, measured backward, calculated from the first day of designated FMLA leave, for the following specified family and medical reasons:

- employee's pregnancy, prenatal medical care, or childbirth;
- employee's care of a child after birth, or placement for adoption or foster care;
- employee's care for a spouse, son, daughter or parent who has a serious health condition; and/or
- employee's serious health condition which makes the employee unable to work.

Military Family Leave Entitlement

Eligible employees with a spouse, son, daughter or parent in active duty or called to active duty in the military may use their FMLA twelve (12) week leave entitlement for qualifying events which include attending certain military events, counseling sessions, post-deployment integration activities, or arranging for alternative childcare, legal or financial arrangements.

Eligible employees may also request military caregiver leave, which is a special leave that permits employees to take up to twenty-six (26) weeks of leave in a twelve (12) month period to care for a covered service member who has a serious illness or injury that was incurred in the line of duty.

Use of Leave

With the exception of leave taken for the birth, adoption, or acceptance of a child for foster care, employees may be able to utilize the time in intermittent segments or to work on a reduced schedule if medically necessary.

Election of FMLA Leave

Every effort should be made to provide your manager with as much advanced notice of FMLA leave as possible. However, any leave taken by an eligible employee for any of the reasons covered by this policy may be considered FMLA leave and designated as such, even if the employee does not initially identify the time off as FMLA leave.

Eligibility for FMLA Leave

You are considered eligible for FMLA leave if you have worked for the Club for at least twelve (12) months and for at least 1,250 hours during the twelve (12) months immediately preceding the start of your leave.

If you are out on an approved FMLA leave for the birth of a child or your own medical condition, you may be eligible for Short-Term Disability (STD) leave (see below). If you are not eligible for STD, your leave will be unpaid, except that you may use vacation or paid sick time during your leave.

FMLA does not supersede any provision of any state or local law that provides greater family or medical leave rights than those provided under FMLA. You are not obligated to designate whether the leave you request is FMLA leave or another form of leave. Therefore, if both federal FMLA and applicable state law cover your leave, the Club will comply with the provisions of both.

FMLA Leave Procedures

If you have a foreseeable need for FMLA leave, where practicable, you should provide thirty (30) days' notice to Human Resources. If thirty (30) days' notice is not possible, you should provide notice as soon as possible. For unexpected leave, standard company call-in procedures should be followed.

Upon your initial request for FMLA leave, you will receive a notice of Eligibility and Rights and Responsibilities from Human Resources. This form will provide information about your eligibility and the certification process for your leave. The form will also be accompanied by the appropriate certification form, which must be completed and returned within fifteen (15) days of receipt. Once you have completed and returned the appropriate certification, the Club will assess the information and make a determination of eligibility. The Club will provide you with a designation notice indicating whether or not your request for leave has been approved and will outline any ongoing requirements, such as periodic updates or recertification(s).

Prior to returning to work, you may be required to submit medical documentation that verifies your ability to return to work in your former position, or specifies whatever limitations or constraints you may face in returning to work. If you are on an approved FMLA leave, the Club will reinstate you in the same, or equivalent, position, provided that position has not been eliminated. If you are not on an approved FMLA leave, the Club will seek to reinstate you in the same or equivalent position; however, reinstatement is not guaranteed.

Benefit Continuation while on Family or Medical Leave

During the leave period, the Club will maintain and continue to pay your current group health and other insurance coverage as it existed prior to the leave. If you do not return from your leave, you must reimburse the Club for the coverage cost.

Additional Resources

For more information about eligibility under federal law for FMLA benefits, see the Department of Labor website at <http://www.dol.gov/compliance/laws/comp-fmla.htm>. A copy of the FMLA Employee Rights and Responsibilities Poster created by the Department of Labor is available at <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. Also, contact Human Resources for more information about FMLA leave.

D. Major League Baseball Policies

As a member of Major League Baseball, the Club and its employees must also adhere to certain policies from the Commissioner's Office. This section provides the policies that our employees need to follow.

Drug Policy and Prevention Program For Non-Playing Personnel

Office of the Commissioner
MAJOR LEAGUE BASEBALL



M E M O R A N D U M

TO: All Major League Baseball and Major League Club Non-Playing Personnel

FROM: Commissioner Robert D. Manfred, Jr.

DATE: March 15, 2019

RE: Drug Policy and Prevention Program for Non-Playing Personnel

This memorandum sets forth Major League Baseball's Drug Policy and Prevention Program for Non-Playing Personnel (the "Program").

1. EMPLOYEES COVERED UNDER THE PROGRAM

The Program covers all employees and independent contractors of Major League Clubs at both the Major League and Minor League level with the exception of Players and Major League umpires who are covered by separate policies. The Program also covers all employees and independent contractors of the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Online Services, Inc., The MLB Network, LLC, Major League Baseball's Dominican Republic Office, and each of their respective present and future affiliates. Individuals covered by this Program are collectively referred to as "Covered Individuals."

2. DRUG POLICY OVERSIGHT COMMITTEE

The Drug Policy Oversight Committee ("DPOC") is responsible for administering and overseeing the Program. DPOC shall be comprised of the Office of the Commissioner's Consultant on Behavioral Health and Addiction (the "Addiction Consultant"), the Office of the

Commissioner's Drug Program Medical Representative (the "Medical Representative"), and three other members appointed by the Commissioner. The current members of DPOC are Laurence M. Westreich, M.D., Bryan W. Smith, M.D., Daniel R. Halem, Jonathan D. Coyles, and Lindsey A. Ingraham. DPOC shall be responsible for: (i) administering the Program's testing requirements; (ii) supervising the collection procedures of the Program; (iii) effectively resolving any appeals of discipline imposed as a result of violations of the Program; (iv) establishing uniform guidelines and requirements of Club Employee Assistance Programs and monitoring the performance of each Club's Employee Assistance Professional ("EAP"); (v) creating individualized Treatment Programs; (vi) overseeing the Therapeutic Use Exemption ("TUE") process of the Program; (vii) developing educational programs and materials supporting the objectives of the Program; and (viii) taking any and all other reasonable actions necessary to ensure the proper and efficient operation of the Program.

3. PROHIBITED SUBSTANCES

Covered Individuals are prohibited from using, possessing, distributing, or selling (or assisting in the distribution or sale of) any Drug of Abuse, Stimulant, and/or Performance Enhancing Substance (collectively referred to as "Prohibited Substances").

A. Drugs of Abuse

Any and all drugs or substances included on Schedules I and II of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule I or Schedule II"), as amended from time to time, shall be considered a Drug of Abuse covered by the Program (excluding those Schedule I and II substances included as Stimulants or Performance Enhancing Substances below). Moreover, any drug or substance that is not included in either Schedule I or II shall be considered a Drug of Abuse if it: (i) is similar in nature to a substance in Schedule I or II; (ii) cannot be taken lawfully without a valid prescription and has the potential for abuse; or (iii) cannot be obtained lawfully or used in the United States. The following is a non-exhaustive list of Drugs of Abuse covered by the Program:

1. Natural Cannabinoids (*e.g.*, Marijuana, Cannabis, THC, and Cannabidiol (CBD))
2. Synthetic THC and Cannabimimetics (*e.g.*, JWH-018 and JWH-073)
3. Cocaine
4. Narcotics (*e.g.*, Heroin, Oxycodone, Hydrocodone, Codeine, Morphine, and Fentanyl)
5. Methamphetamine (Methylamphetamine)
6. Methylenedioxyamphetamine (MDA)
7. Methylenedioxymethamphetamine (MDMA, Ecstasy)
8. "Bath Salts" (*e.g.*, Mephedrone, Cathinone, Synthetic Cathinones, and MDPV)
9. GHB
10. LSD
11. Phencyclidine (PCP)

B. Stimulants

The following substances (including both their D and L isomers where relevant) shall be considered Stimulants under the Program. Notwithstanding the foregoing, DPOC reserves the right to add a Stimulant at any time.

Adrafinil, Amfepramone (Diethylpropion), Amiphenazole, Amphetamine, Amphetaminil, Armodafinil, Benfluorex, Benzphetamine, Benzylpiperazine, Bromantan, Carphedon, Cathine (Norpseudoephedrine), Chlorphentermine, Clobenzorex, Clortermine, Cropropamide, Crotetamide, Dimethylamylamine, Dimethylamphetamine, 1,3-Dimethylbutylamine (DMBA), Ephedrine, Etamivan, Ethlyamphetamine, Etilefrine, Famprofazone, Fenbutrazate, Fencamine, Fencamfamine, Fenethylline, Fenfluramine, Fenproporex, Furfenorex, Heptaminol, Isometheptene, Levmetamphetamine, Lisdexamphetamine, Meclofenoxate, Mefenorex, Mephentermine, Mesocarb, Methylephedrine, Methylhexaneamine (Dimethylpentylamine, DMAA), Methylphenidate, Modafinil, N,alpha-Diethylphenylethylamine (N,a-DEPEA), N-ethyl-1-phenyl-2-butanamine, Nikethamide, Norfenefrine, Norfenfluramine, Octodrine (DMHA), Octopamine, Oxilofrine (Methylsynephrine), Parahydroxyamphetamine, Pemoline, Pentetrazol, Phendimetrazine, Phenmetrazine, Phenpromethamine, Phentermine, Prenylamine, Prolintane, Propylhexedrine, Selegiline, Sibutramine, Strychnine, Tuaminoheptane, and other substances with a similar chemical structure or similar biologic effect(s).

C. Performance Enhancing Substances

The following substances shall be considered Performance Enhancing Substances under the Program. Notwithstanding the foregoing, DPOC reserves the right to add a Performance Enhancing Substance at any time.

1. Anabolic Agents

- a. Any and all Anabolic Androgenic Steroids included on Schedule III of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule III"), as amended from time to time, shall be considered a Performance Enhancing Substance covered by the Program. Anabolic Androgenic Steroids that are not included in Schedule III but that may not be lawfully obtained or used in the United States (including "designer steroids" and peptide hormones) shall also be considered Performance Enhancing Substances covered by the Program. The following is a non-exhaustive list of Anabolic Androgenic Steroids that are covered by the Program:

Androstadienedione, Androstenediol, Androstenedione, Androstenediol, Androstenedione, Androst-2-en-17-one (2-Androstenone, Delta-2), Androsterone, Bolandiol, Bolasterone, Boldenone, Boldione, Calusterone, Clostebol (Chlortestosterone), Danazol, Dehydrochlormethyltestosterone (DHCMT, Turinabol), Dehydroepiandrosterone (DHEA), Desoxymethyltestosterone (DMT, Madol), Dihydrotestosterone, Drostanolone, Epiandrosterone, Epi-dihydrotestosterone, Epitestosterone,

Ethylestrenol, Fluoxymesterone, Formebolone, Furazabol, Gestrinone, Halodrol, 4-Hydroxytestosterone, Mestanolone, Mesterolone, Methandienone, Methandriol, Methasterone (Superdrol), Methenolone, Methylclostebol, Methyldienolone, Methylnortestosterone, Methylstenbolone (Ultradrol, M-Sten), Methyltestosterone, Methyltrienolone (Metribolone), Mibolerone, Nandrolone, Norandrostenediol, Norandrostenedione, Norandrosterone, Norbolethone (Genabol), Norclostebol, Norethandrolone, Noretiocholanolone, Oxabolone, Oxandrolone, Oxymesterone, Oxymetholone, Prasterone (DHEA), Promagnon, Prostanazolol, Quinbolone, Stanozolol, Stenbolone, Testosterone, Tetrahydrogestrinone, Trenbolone, and other substances with a similar chemical structure or similar biologic effect(s). Other Anabolic Agents including, but not limited to, Clenbuterol, Selective Androgen Receptor Modulators (SARMs) (*e.g.*, Andarine and Ostarine), Tibolone, Zeranol, and Zilpaterol.

2. Peptide Hormones, Growth Factors and Related Substances

The following substances, and other substances with a similar chemical structure or similar biological effect(s), are prohibited:

- a. Growth Hormone (GH) and its releasing factors, including, but not limited to:
 - i. Growth Hormone Releasing Peptides (GHRP) (*e.g.*, Alexamorelin, GHRP- 2 (Palmorelin), GHRP-6, and Hexarelin);
 - ii. Growth Hormone Releasing Hormone (GHRH) and its analogues (*e.g.*, CJC-1295, Sermorelin and Tesamorelin); and
 - iii. Growth Hormone Secretagogues (GHS) (*e.g.*, Ghrelin and Ghrelin Mimetics (*e.g.*, Anamorelin, Ibutamoren (MK-0677), and Ipamorelin)).
- b. Insulin-Like Growth Factor-1 (IGF-1) including all analogs and isomers of IGF- 1 sometimes referred to as Mechano Growth Factors (MGFs);
- c. Human Chorionic Gonadotrophin (hCG), Luteinizing Hormone (LH) and their releasing factors (*e.g.*, Triptorelin);
- d. Peptide and Protein Hormones, including, but not limited to, AOD-9604, Follistatin, Melanotan, and Thymosin Beta 4 (TB-500);
- e. Corticotrophins and their releasing factors (*e.g.*, Corticorelin); and
- f. Erythropoiesis-Stimulating Agents (*e.g.*, Erythropoietin (EPO), Darbepoetin (dEPO), Hematide and Methoxy polyethylene glycol-epoetin beta (CERA)).

3. Hormone and Metabolic Modulators

The following substances, and other substances with a similar chemical structure or similar biological effect(s), are prohibited:

- a. Aromatase Inhibitors including, but not limited to, Anastrozole, Androstatrienedione (ATD), Androstenedione (6-OXO), Aminoglutethimide, Arimistane, Dianastrozole, Exemestane, Formestane, Letrozole, and Testolactone;
- b. Selective Estrogen Receptor Modulators (SERMs), including, but not limited to, Raloxifene, Tamoxifen, and Toremifene;
- c. Other Anti-Estrogens including, but not limited to, Clomiphene, Cyclofenil, and Fulvestrant;
- d. Agents modifying myostatin function(s) including, but not limited to, Myostatin Inhibitors;
- e. Metabolic modulators, including Peroxisome Proliferator Activated Receptor δ (PPAR δ) agonists, including GW 1516, GW 0742, activators of the AMP-activated protein kinase (AMPK) (*e.g.*, AICAR and SR9009 (Stenabolic)), Meldonium (Mildronate), and Trimetazidine; and
- f. HIF Stabilizers, including Roxadustat (FG-4592), Molidustat (BAY 85-3934), FG-2216, and BAY 87-2243.

4. **PROHIBITION OF SYRINGES**

The use and possession of a syringe or any injectable substance (including injection by or of others) by Covered Individuals in any Club facility, Club-provided housing (including academies and hotels), or while traveling with the Club is prohibited under the Program. Bottles, packaging, and package inserts may constitute evidence of the use or possession of an injectable substance. Any Covered Individual who is determined to have used or possessed a syringe or any injectable substance for any reason (including, but not limited to, intravenous infusions and the injection of others) without the express approval of a Club physician will be subject to discipline under Section 12 of the Program.

5. **NUTRITIONAL AND DIETARY SUPPLEMENTS**

Because the nutritional and dietary supplement industry is not subject to stringent government regulation, over-the-counter nutritional and dietary supplements may be mislabeled, or may contain or be contaminated with a Prohibited Substance that is not listed as an ingredient on the label. As a result, a Covered Individual may test positive for a Prohibited Substance as a result of taking a supplement. Such test results will be deemed a positive test result pursuant to Section 9 below even if the Covered Individual claims he or she was not aware that the supplement

contained a Prohibited Substance, was mislabeled or was contaminated. The only supplements that can be used without the risk of a positive test result are supplements that have been certified under the NSF Certified for Sport program. The NSF Certified for Sport program provides a guarantee that the product does not contain any Prohibited Substances. An up-to-date list of NSF Certified for Sport products is available at www.NSFsport.com or on the NSF Certified for Sport Smartphone app.

Clubs are permitted to include in the Clubhouse and/or otherwise supply to Players only

(i) nutritional or dietary supplements (including functional food products) that have been certified under the NSF Certified for Sport program. In the event a Covered Individual distributes a product to a Player that does not meet this criteria, and ingestion of the product

results in a positive test result, the Covered Individual will be subject to discipline in the discretion of the Commissioner pursuant to Section 12 below, and the Covered Individual's Club will be subject to a fine or other penalty imposed by the Commissioner. If a Covered Individual has a question regarding a nutritional supplement or a functional food product, he or she should contact Jon Coyles at the Office of the Commissioner at 212-931-7859 or jon.coyles@mlb.com.

6. RANDOM TESTING

D. Covered Individuals Subject to Random Testing

To the extent permitted by law, all full-time and part-time Covered Individuals in the United States will be subject to random drug testing during the 2019 season. Covered Individuals may be subject to up to four unannounced tests per year. Covered Individuals who test positive in a random test will be subject to additional follow-up testing.

E. Covered Individuals Subject to a Mandatory Test

To the extent permitted by law, all full-time and part-time Covered Individuals holding the following Clubhouse positions (or similar positions) in the United States will be subject to at least one unannounced drug test on a randomly selected date during the 2019 season:

Field Manager, Uniformed Coaches, Non-Uniformed Coaches and Instructors, Athletic Trainers, Assistant Athletic Trainers, Mental Skills/Performance Coaches, Club Psychologists, Traveling Secretary, Clubhouse Manager, Clubhouse Attendants, Equipment Managers, Strength and Conditioning Coaches, Video Technicians, Translators, Massage Therapists, Chiropractors, Physical Therapists, Nutritionists, Dieticians, and Chefs.

F. Collection Procedures and Testing Protocols

In Major League Clubhouses, specimen collections of Covered Individuals will be performed by Comprehensive Drug Testing ("CDT"), the same company that performs collections on Major League Players. In Minor League Clubhouses, and at all other entities operated by Major League Baseball, specimen collections of Covered Individuals will be performed by Drug Free Sport International, the same entity that performs collections on Minor League players. Similar

collection procedures and protocols that apply to collections for Players will apply to collections for Covered Individuals.

All specimens collected under the Program will be sent to the UCLA Olympic Laboratory in Los Angeles, CA, a World Anti-Doping Agency accredited laboratory, for testing.

G. Consent Forms

All Clubs whose Covered Individuals are subject to random testing are required to submit a list of the names of all Covered Individuals at the Major and Minor League level holding the positions (or similar positions) listed in Section 6.B above. Clubs already submit a list of individuals meeting the above criteria as part of the Office of the Commissioner's policy on background checks. Each Club currently has at least one designated individual responsible for submitting this list via the Background Information Gateway System (BIGS). To ensure compliance with this random drug testing policy, it is recommended that each Club's BIGS administrator verifies that its personnel list is up-to-date and accurate before submission.

All Covered Individuals holding the positions (or similar positions) listed in Section 6.B above will receive an electronic Consent and Acknowledgement of Drug Testing form via the BIGS after receipt of the updated personnel list from each Club. All Covered Individuals are required to sign (via electronic signature) and return a completed drug testing form within 10 days of receipt, even if they have signed a hard copy of the form in a previous season. All other Covered Individuals who are selected for random testing will be required to sign a form at the time of the collection.

7. REASONABLE CAUSE TESTING

In the event that the Office of the Commissioner has information that gives it reasonable cause to believe that a Covered Individual has engaged in the use, possession, distribution, or sale of a Prohibited Substance, the Covered Individual will be subject to immediate testing.

8. FOLLOW-UP TESTING

A Covered Individual who has tested positive for a Prohibited Substance, or has otherwise violated the Program through the use, possession, distribution, or sale of a Prohibited Substance, shall be subject to mandatory follow-up testing. The number of mandatory follow-up tests shall be determined by DPOC. Follow-up testing shall be in addition to any testing conducted pursuant to Sections 6 and 7 above. If a Covered Individual tests positive for a Prohibited Substance in any follow-up test, he will be subject to the discipline set forth in Section 12.

9. POSITIVE TEST RESULTS

Any test conducted under the Program will be considered "positive" if:

1. Any Prohibited Substance is detected in the specimen provided by the Covered Individual;

2. A Covered Individual refuses to take a test, fails to appear for a scheduled test, or attempts to evade a test; or
3. A Covered Individual attempts to substitute, dilute, mask, or adulterate a specimen, attempts to impair the excretion of a Prohibited Substance in a specimen, or attempts to tamper with a test in any way (including, but not limited to, catheterization, specimen substitution, and/or adulteration).

10. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

A. Voluntary Self-Referral

Covered Individuals who voluntarily come forward and admit to using a Drug of Abuse for the first time will not be subject to discipline but shall receive an in-person evaluation from an addiction specialist approved by DPOC within 30 days of notice of the violation. The addiction specialist shall be independent and not affiliated with any Club. The purpose of the evaluation is to determine the type of Treatment Program that, in the opinion of the addiction specialist, would be most effective for the Covered Individual involved. Following the evaluation, the Addiction Consultant and/or the EAP shall review the treatment recommendations of the addiction specialist and consult with DPOC in order to develop a Treatment Program for the Covered Individual. The Treatment Program may include any or all of the following: counseling, in-patient treatment, outpatient treatment, and follow-up testing. The Covered Individual will be informed of the duration of the Treatment Program, and the steps required to satisfactorily complete it. Failure to adhere to the requirements of a Treatment Program may result in discipline.

B. Positive Test Results

Covered Individuals who test positive for a Drug of Abuse, or are determined to have used or possessed a Drug of Abuse through other evidence, shall receive an in-person evaluation from an addiction specialist approved by DPOC within 30 days of notice of the violation. The addiction specialist shall be independent and not affiliated with any Club. The purpose of the evaluation is to determine the type of Treatment Program that, in the opinion of the addiction specialist, would be most effective for the Covered Individual involved. Following the evaluation, the Addiction Consultant and/or the EAP shall review the treatment recommendations of the addiction specialist and consult with DPOC in order to develop a Treatment Program for the Covered Individual. The Treatment Program may include any or all of the following: counseling, in-patient treatment, outpatient treatment, and follow-up testing. The Covered Individual will be informed of the duration of the Treatment Program, and the required steps to satisfactorily complete it. Such Covered Individuals also may be subject to discipline under the Program.

11. THERAPEUTIC USE EXEMPTION

A. Standard

Covered Individuals authorized to administer or ingest a Prohibited Substance through a valid, medically appropriate prescription provided by a duly licensed physician may apply to receive a Therapeutic Use Exemption (“TUE”) for the Prohibited Substance. To be “medically appropriate,” the Covered Individual must have a documented medical need under the standards of care accepted in the United States or

Canada for the prescription in the prescribed dosage. The use of a Prohibited Substance

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to increase “low-normal” levels of any endogenous hormone will not be considered medically appropriate. The Medical Representative may consult with independent experts regarding any TUE application, and will consider, among other factors, whether there is a reasonable therapeutic alternative to the use of a Prohibited Substance and whether the documented medical need is a consequence, wholly or in part, of prior non-therapeutic use of a Prohibited Substance. For all TUE applications for Controlled Substances, the treating/prescribing physician may not be a Club-affiliated physician.

A specimen which is found to contain a Prohibited Substance will not be deemed a positive test result if such specimen was provided by a Covered Individual with a TUE for the Prohibited Substance. A Covered Individual with a TUE for a Prohibited Substance also does not violate the Program for possessing or using the specific medication for which the TUE was granted.

B. Procedure

To obtain a TUE, a Covered Individual who is subject to a mandatory test (See Section 6.B above) should complete the form attached as Addendum A hereto and forward a completed copy along with a copy of their prescription to the Medical Representative before a drug test is conducted under the Program. All other Covered Individuals do not need to apply for a TUE before a drug test is conducted, but should request a TUE from the Medical Representative if they are selected for random testing. The Medical Representative’s contact information is:

Bryan W.
Smith, M.D.
Phone: 336-
460-1935
Fax: 336-882-7127
E-mail: Bryan.Smith@mlb.com

The Medical Representative may request that additional medical documentation be provided to support a TUE application. All medical information provided to the Medical Representative will be kept strictly confidential and will not be disclosed to anyone other than the members of DPOC. The Medical Representative will notify DPOC and the Covered Individual whether the application for a TUE has been approved. Unless the Medical Representative determines otherwise, the maximum effective period of a TUE is one year. A TUE is not automatically renewed. A Covered Individual must apply for a renewal of the TUE on an annual basis if he or she is still taking the prescribed medication.

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12. DISCIPLINE

Covered Individuals who violate the Program will be subject to discipline. Conduct for which discipline may be assessed includes, but is not limited to, the following:

1. A positive test result for a Prohibited Substance;
2. The use or possession of a Prohibited Substance based on evidence other than a positive test result;
3. Failure to comply with a Treatment Program;
4. Misuse of a prescription medication;
5. A conviction or guilty plea (including a plea of *nolo contendere* or a similar plea) to any crime involving the use, possession, distribution, or sale of a Prohibited Substance;
6. Participation in the distribution or sale of a Prohibited Substance;
7. Failure to cooperate fully with an investigation conducted by the Office of the Commissioner's Department of Investigations into the use, possession, distribution or sale of Prohibited Substances by anyone associated with Major League Baseball (including refusing to answer questions or providing untruthful or incomplete information in an investigatory interview);
8. Any attempt (either directly or indirectly) to cover-up a violation of the Program, or interfere with an investigation conducted by the Department of Investigations, through the destruction or concealment of evidence, the creation of fraudulent evidence, the inducement of individuals to lie or refuse to cooperate in an investigation, or the coercion or intimidation of witnesses;
9. Distributing a nutritional or dietary supplement to a Player that has not been certified under the NSF Certified for Sport program, where the ingestion of the supplement results in a positive test result;
10. Use or possession of a syringe or any injectable substance in any Club facility, Club-provided housing (including academies and hotels), or while traveling with the Club.

Any violation of the Program involving a Performance Enhancing Substance, or a violation involving the distribution or sale of a Drug of Abuse or Stimulant, will result

in discipline, in the sole discretion of the Commissioner, ranging from a minimum of a 50-day unpaid suspension to permanent expulsion from the game. Violations of the Program involving the use or possession of a syringe or injectable substance will result in a minimum 25-day unpaid suspension. Violations of the Program involving the use or possession of a Drug of Abuse or Stimulant will be assessed by the Commissioner on a case by case basis to determine whether discipline is warranted. In addition to the discipline imposed by the Office of the Commissioner, Covered Individuals may be subject to discipline by their Clubs, including termination of their employment, for the use, possession, distribution or sale of Prohibited Substances.

In the event a Covered Individual distributes a Prohibited Substance to either a Player or another Covered Individual, the Club may be fined in an amount up to \$2,000,000, the highest allowable amount under the Major League Constitution. In addition, the Covered Individual who distributed the substance will be subject to discipline, in the sole discretion of the Commissioner, up to and including a permanent ban from Baseball.

13. APPEALS

A. Basis for Appeal

A Covered Individual only will be permitted to appeal a positive test result if: (i) the Covered Individual has sufficient reason to believe that the chain-of-custody of his/her urine specimen was not properly administered and that error resulted in the positive test result; (ii) the Covered Individual has sufficient reason to believe that the laboratory did not properly administer the test; (iii) the Covered Individual asserts entitlement to a TUE (pursuant to Section 11 above); or (iv) in its sole discretion, DPOC determines that the Covered Individual raises exceptional circumstances on the positive test result or violation of the Program.

B. Process for Appeal

1. In order to file an appeal based on the foregoing grounds, a Covered Individual must submit a written request stating the basis for the appeal within 48 hours of being informed of the positive test result. The written request must be sent by e-mail to:

Jonathan D. Coyles
Office of the Commissioner
245 Park Avenue
New York, NY 10167
Phone: 212-931-7859
E-mail: Jon.Coyles@mlb.com

2. If the appeal is based on an asserted entitlement to a TUE, medical information **should not** be sent with the appeal. The appeal should merely state that the Covered Individual is asserting an entitlement to a TUE. After receipt of the appeal, the Covered Individual will be instructed on how to submit medical information directly to the Medical Representative.
3. If a Covered Individual requests that their “B” specimen be tested to support an assertion that the laboratory erroneously tested his/her “A” specimen, the Covered Individual will be required to pay for the test before the test is conducted. A check in the amount of \$300 (made payable to Major League Baseball) must be received by the Office of the Commissioner within seven days of the date that the appeal was filed. In the event that the Covered Individual’s appeal is granted by DPOC, the Office of the Commissioner will reimburse the Covered Individual for the cost of the “B” specimen test.
4. If requested by the Covered Individual, and in the discretion of DPOC, the Covered Individual will be afforded a telephone hearing to allow him/her an opportunity to present any evidence or witnesses that he/she believes is relevant to the appeal.
5. The telephone hearing conducted by a member of DPOC will be informal and non- adversarial. All evidence must be presented by the Covered Individual to DPOC within 48 hours of the conclusion of the telephone hearing. DPOC will make a determination whether the discipline should be sustained, modified, or rescinded.
6. All decisions regarding appeals of discipline shall be in the sole discretion of DPOC. A Covered Individual’s discipline will be held in abeyance until DPOC makes a decision on an appeal. DPOC shall render a written decision to the Club and the Covered Individual as soon as practicable, and may sustain, modify, or rescind the discipline originally imposed. The decision by DPOC shall constitute full, final and complete disposition of the appeal, and shall not be appealable in any forum.

14. CONFIDENTIALITY

The confidentiality of Covered Individuals’ medical conditions, prescriptions and test results will be protected to the maximum extent possible and as required by law. Information submitted to the Medical Representative in support of a TUE will be disclosed only to members of DPOC on an as needed basis and to no other individuals.

15. CONFORMITY WITH LAW

The Office of the Commissioner will implement and enforce the Program in a manner consistent with federal, state and local laws, and, where necessary, modify the Program in certain jurisdictions to conform to local law.

16. INFORMATION

Covered Individuals who have questions about the Program should contact Jon Coyles or Lindsey Ingraham. Issues related to TUEs should be directed to your Club's TUE Coordinator or Dr. Bryan Smith.

ADDENDUM A

Request for Non-Playing Personnel Therapeutic Use Exemption ("TUE")

Only those Covered Individuals who are subject to a mandatory test (See Section 6.B of the Program) should complete this form. Please complete ALL sections and send to the Medical Representative of the Program, Dr. Bryan Smith, by e- mail (Bryan.Smith@mlb.com) or by fax (336-882-7127). Dr. Smith can also be reached by phone at 336-460-1935.

Club Personnel Information:

Last Name: _____ First Name: _____
Address: _____
E-mail: _____ Cell Phone: _____
Club: _____ Position: _____
Date of Birth: _____

Medical Information:

Prescribing Physician's Name: _____
Address: _____
Phone Number: _____ E-mail or Fax: _____
Medical Condition or Diagnosis: _____
Medication(s) on the Prohibited Substances List for Which Requesting a TUE:
1. _____
2. _____

TUE Information: New TUE? Yes: _____ Renewal TUE? Yes: _____

Year of Most Recent TUE: _____

Important Notice: If you are subject to a mandatory test and use any Prohibited Substance before applying for and receiving a TUE, you are at risk of violating the Program.

Signature: _____

Date: _____

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Memo regarding Cannabidiol (CBD)

Office of the Commissioner
MAJOR LEAGUE BASEBALL



M E M O R A N D U M

TO: All Major League and Minor League Players and Club Employees
FROM: Jon Coyles
DATE: March 14, 2019
RE: Cannabidiol (CBD)

Cannabidiol (CBD) and CBD oil products have saturated the marketplace in the United States claiming to treat a wide variety of ailments. We have recently received a number of inquiries from players and Club personnel regarding CBD and its classification under MLB drug programs. It is our hope that this memorandum will provide clarity to these questions.

All MLB's drug programs ban cannabinoids by category, which includes marijuana, tetrahydrocannabinol (THC) and CBD. These substances are also classified as Schedule I Controlled Substances. Although the 2018 Farm Bill excludes hemp from the definition of marijuana and cannabinoids in the Controlled Substances Act, the Farm Bill does not legalize CBD. On the contrary, the Farm Bill does nothing to guarantee that CBD is derived entirely from hemp (which would still contain a percentage of THC) or is produced in a manner that is consistent with the Farm Bill and other associated federal and state regulations. Regardless of the Farm Bill or any state laws currently in effect, CBD and THC continue to be classified as Drugs of Abuse that are banned under all MLB drug programs. As a result, the use or possession of a CBD product can result in a violation of MLB drug programs.

In addition to MLB's ban on CBD, claims of CBD products being "THC free" are false and misleading. Like dietary supplements, CBD products are not closely regulated by the FDA or any federal agency, and the risks of contamination are extremely high. We have seen multiple positive drug tests by Minor League players and non-playing personnel in the past year for THC that appear to have resulted from the use of CBD products, despite the product labels claiming that they are "100% Hemp" or "THC free." Additionally, testing by our laboratories has revealed the presence of THC in these products that is inconsistent with the labels' claims and sufficient to cause a positive drug test.

If you have any questions regarding CBD or MLB's drug programs, please contact me (212-9317859, jon.coyles@mlb.com) or Lindsey Ingraham (212-931-7485, lindsey.ingraham@mlb.com).

cc: Larry Westreich, M.D. Lindsey Ingraham

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245 Park Avenue, New York, NY 10167 (212) 931-7800 www.mlb.com

Policy on Sports Betting

Office of the Commissioner
MAJOR LEAGUE BASEBALL



M E M O R A N D U M

TO: ALL MAJOR LEAGUE CLUBS & ALL MLB ENTITIES

FROM: Commissioner Robert D. Manfred, Jr.

DATE: March 20, 2020

RE: MLB POLICY ON SPORTS BETTING

This bulletin sets forth Major League Baseball's policy with respect to sports betting. Although many of the principles in this bulletin are already addressed in Major League Rule 21, we believe that additional rules are required to safeguard our sport as legalized sports betting becomes more pervasive. This bulletin supersedes the "MLB Policy on Sports Betting" dated February 15, 2019. A separate bulletin issued on March 4, 2020, as may be amended from time to time, addresses the rules regarding Club commercial arrangements with operators of sportsbooks (the "Commercial Sports Betting Policy"). This bulletin must be distributed to all central baseball and Club employees.

I. Coverage of the Policy

This policy covers the following groups of individuals:

- A. **"Club Personnel"** means any director, officer or employee (whether full-time, parttime or seasonal, and including, without limitation, Minor League players) of any Club. The existing policies with respect to Major League players (as reflected in the above referenced bulletins) will remain in place subject to bargaining with the Major League Baseball Players Association on revisions to those policies.

- B. **“MLB Personnel”** means any employee of any central baseball entity, including, without limitation, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P., The MLB Network, LLC and Tickets.com, LLC.
- C. **“Club Owners”** means any owner (whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, or trustee) of any Club.¹

Club Personnel, MLB Personnel and Club Owners together will be referred to as “Baseball Personnel” in this bulletin.

II. Prohibited Conduct by Baseball Personnel

- A. **No Betting on Baseball or Softball.** Baseball Personnel may not bet on any professional or amateur baseball or softball games (including, without limitation, Major League Baseball, Minor League Baseball, international, college, high school and youth games) (hereinafter referred to as “Baseball Games”) or events (including, without limitation, home run derbies, all-star games, skills competitions and tournaments) (hereinafter referred to as “Baseball Events”). Baseball Personnel may not ask others to place bets on their behalf, or otherwise benefit financially from, or assist with, bets placed by others. This prohibition applies to all bets related to Baseball Games or Baseball Events, including, without limitation, bets on the outcome of games, any all-star game or home run derby, postseason qualification or results, the performance of players, actions that take place during games, transactions or the draft. See also Major League Rule 21(d).
- B. **Fantasy Games.** Baseball Personnel are prohibited from participating in, asking others to participate on their behalf, assisting any third party with or otherwise benefitting financially from any baseball-related fantasy games (e.g., daily fantasy or full-season fantasy) in which prize money or other things of value are available to participants.
- C. **Illegal Betting.** Baseball Personnel may not place illegal bets on any sport or event, including bets placed with illegal bookmakers or illegal off-shore sports betting websites or applications. See also Major League Rule 21(d)(3).
- D. **Betting on Sports Other Than Baseball or Softball.** Baseball Personnel may place legal bets on sports other than baseball or softball in jurisdictions in which sports betting is legal, provided that the person placing the bet is eligible under applicable law to place the wager. Similarly, Baseball Personnel may participate in legal fantasy games relating to sports other than baseball or softball for prizes or other things of value.
- E. **Game Fixing.** Baseball Personnel are prohibited from influencing or manipulating (or attempting to influence or manipulate) any Baseball Game or Baseball Event so that the final outcome or any other outcome or aspect of the game or event is fully determined by anything other than its merits. Baseball Personnel shall be in violation of this rule if they engage in any activity that, in whole or in part, is motivated by an intent to influence the final outcome or any other outcome or aspect of a Baseball Game or Baseball Event, and applies irrespective of whether they benefit financially from their wrongful conduct. Baseball Personnel shall also be in violation of this rule by failing to report any attempt to solicit them to influence or manipulate any aspect of a Baseball Game or Baseball Event, or any information they receive regarding potential violations of this rule. See also Major League Rule 21(a).
- F. **No Tipping or Disclosure of Confidential Information.** Confidential information, including information regarding player health, rosters, lineups, transactions, discipline or umpires, may be sought by individuals who desire to exploit such information in the betting markets. Baseball Personnel are prohibited from disclosing such confidential

information regarding their Clubs, their Club's Minor League affiliates or MLB, or any professional or amateur baseball or softball team or league, to any person unless authorized to do so under the policies of both their Club and MLB. Baseball Personnel must exercise care not to unintentionally disclose confidential information to individuals who seek to utilize that information to place wagers.

- G. Performance of Services For Entities that Operate Sportsbooks.** Baseball Personnel may not perform services in any capacity involving sports betting for any third party (including, without limitation, consulting or advising on sports betting issues, or advertising, promoting or endorsing sports betting products or services). Notwithstanding the foregoing, Club Personnel may perform services for an entity that operates a sportsbook (e.g., casino) only if: (i) the entity derives less than 10% of its total annual gaming revenue from sports betting; (ii) the services are wholly unrelated to the operation of the entity's sportsbook (e.g., restaurant employee, dealer); and (iii) both the individual's Club and the Commissioner's Office approve of the concurrent employment.

Failure to abide by the rules described above will result in disciplinary action, which may include fines, suspensions, termination of employment and/or permanent ineligibility to play for, associate with or work in Major or Minor League Baseball.

III. Reporting of Prohibited Conduct to the Commissioner's Office

- A. Obligation to Report Prohibited Conduct.** Baseball Personnel must immediately report to the Department of Investigations any information they possess involving a violation, or suspected violation, of the rules described above, including attempts by or requests to Baseball Personnel to engage in conduct that may violate the rules.
- B. Discipline for Failure to Report.** Failure to report such information may result in disciplinary action. Retaliation against any individual who, in good faith, reports a violation of the rules set forth in this bulletin, even if an investigation finds that misconduct did not occur, is prohibited.

IV. Ownership Interest in an Entity Involved in Sports Betting

Section IV.A below sets forth the restrictions on Club Personnel and MLB Personnel with respect to holding an ownership or economic interest in, or serving as a director of, an entity involved in sports wagering. Section IV.B below sets forth the restrictions on Club Owners (as defined in Section I.C. of this bulletin).

- A. Club Personnel and MLB Personnel.** Club Personnel (other than Club Owners) and MLB Personnel are prohibited from being a director of or holding a direct or indirect ownership or economic interest ("Ownership Interest") in a casino, racetrack, fantasy baseball company, sportsbook or other entity that offers or accepts wagering relating to sporting events ("Sports Gaming Company"). The determination of whether an entity is a Sports Gaming Company will be made by the Commissioner. Notwithstanding the foregoing, and subject to Section IV.B below, Club Personnel and MLB Personnel may own shares in a Sports Gaming Company provided that the individual does not own directly or indirectly more than 1% of any class of securities (or class of other ownership interests) in such company and does not serve as an officer, director, employee or consultant of the company. **B. Club Owners.**

- 1. Restricted Club Owners.** For purpose of this Section IV.B, a "Restricted Club Owner" is any Club Owner that either: (i) owns or controls (directly or indirectly) 5% or more of all equity interests in any Club; (ii) is a director, officer, employee

or consultant of a Club; or (iii) has involvement in the business or operations of a Club.

2. Ownership Interest of Less Than 10% of Sports Gaming Company. A Restricted Club Owner may hold an Ownership Interest in a Sports Gaming Company that represents less than 10% of all equity interests of the Sports Gaming Company only if the following criteria are satisfied:

- a. The Restricted Club Owner is not an officer or director of the Sports Gaming Company;
- b. The Ownership Interest held by the Restricted Club Owner does not subject any Baseball Personnel (other than the Club Owner in his or her individual capacity), any Club or Major League Baseball to the licensure/regulatory requirements imposed on the Sports Gaming Company by any government authority;
- c. The Restricted Club Owner does not have any day-to-day involvement in the business or operations of the Sports Gaming Company that relate to or involve betting on Baseball Games or Baseball Events;
- d. The Restricted Club Owner and the Sports Gaming Company must put in place safeguards approved by the Commissioner to ensure that no confidential or propriety information relating to Major League Baseball, Minor League Baseball, Major League Clubs or Minor League Clubs (including, without limitation, information regarding players, transactions and league and Club business) is disclosed to any person involved in the Sports Gaming Company's sports betting operations; and
- e. The Commissioner and the Club's control person have approved in writing (i) the acquisition of the Ownership Interest in advance of such acquisition or (ii) the retention of an Ownership Interest in a company that has become a Sports Gaming Company within 90 days of such company becoming a Sports Gaming Company.

The Commissioner may impose additional criteria or modify the criteria set forth above in his or her sole discretion.

3. Ownership Interest of 10% or Greater of Sports Gaming Company.

Restricted Club Owners whose Ownership Interest in a Sports Gaming Company represents 10% or more of all equity interests of the Sports Gaming Company, or who serve as officers or directors of the Sports Gaming Company, must satisfy the criteria set forth in (i) Section IV.B.2(b)-(e) above, (ii) *either* clause (a) *or* clause (b) below, and, (iii) to the extent the Restricted Club Owner serves as an officer or director of the Sports Gaming Company, clause (c) below.

- a. The Sports Gaming Company does not directly or indirectly conduct, offer, accept or facilitate the following types of sports bets:
 - i. Any wagering involving the Restricted Club Owner's Major League Club (including opponents in games involving the Major League Club);
 - ii. Any wagering on the All-Star Game, Home Run Derby or any other Baseball Event;
 - iii. Any wagering involving Minor League Clubs affiliated with the Restricted

Club Owner's Major League Club (including opponents in games involving such Minor

League Club); iv. Any wagering involving Minor League Clubs in which the Restricted Club Owner has an ownership or economic interest (including opponents in games involving such

Minor League Clubs); and

v. Any wagering related to the performance of any player on the Restricted Club Owner's Major League Club, Minor League Club (if any) or Minor League affiliates of such Major League Club (including the performance of any players on the opponents in games involving such Clubs).

b. All of the Sports Gaming Company's sports gaming activities are administered by an independent third party that:

i. is an Approved Sports Betting Operator, as that term is defined in the Commercial Sports Betting Policy; ii. has restricted the Restricted Club Owner from involvement in any of the independent third party's sports gaming activities and in any decision-making related to those sports gaming activities;

iii. does not have any arrangement with the Sports Gaming Company in which the Sports Gaming Company receives a share of the profit or gross gaming revenues (i.e., net win) of the independent third party related to

Baseball Games or Baseball Events; and iv. has submitted the proposed commercial arrangement with the Sports Gaming Company to the Commissioner's Office prior to execution, and such arrangement has been approved by the Commissioner's Office.

c. The Commissioner and the Club's control person have provided advance written approval for the Restricted Club Owner serving as an officer or director of the Sports Gaming Company.

4. Other Club Owners. A Club Owner who is not a Restricted Club Owner under the definition set forth in Section IV.B.1 above may hold an Ownership Interest in

or serve as an officer or director of a Sports Gaming Company if (a) written approval is given by the Commissioner prior to the acquisition of the Ownership Interest or the Club Owner becoming an officer or director of the Sports Gaming Company and (b) the Club Owner complies (and remains in compliance) with any conditions imposed by the Commissioner as a prerequisite for approving the acquisition of the Ownership Interest and/or service as an officer or director of the Sports Gaming Company.

C. Disclosure Requirement. Each Club must disclose any Ownership Interest in, or any position with, a Sports Gaming Company held by Club Personnel or Club Owners in its annual Statement of Club Ownership & Affiliations. See also MLR 20(h). Any Club Owner holding an Ownership Interest in, or a position with, a Sports Gaming Company must provide a certification on an annual basis attesting that the criteria for holding such an interest or position have been, and continue to be, satisfied.

This bulletin may not cover all future questions and proposals. If necessary, the Commissioner will review each case on its own merits and make such determinations as may be warranted consistent with the policies embodied herein.

If you have any questions regarding this bulletin, please contact Dan Halem.

Domestic Violence, Sexual Assault and Child Abuse Policy For Non-Playing Personnel

Major League Baseball's Domestic Violence, Sexual Assault and Child Abuse Policy For Non-Playing Personnel

Major League Baseball takes an absolute stand against domestic violence, sexual assault and child abuse, and recognizes the need to provide assistance and resources to victims and families. In furtherance thereof, Major League Baseball hereby establishes this Domestic Violence, Sexual Assault, and Child Abuse Policy for Non-Playing Personnel ("Policy"). This Policy covers all employees and independent contractors of Major League Clubs at both the Major and Minor League level, with the exception of players who are covered by separate policies. The Policy also covers all employees and independent contractors of the Office of the Commissioner, MLB Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB Online Services, Major League Baseball Scouting Bureau, the MLB Network and all other entities operated by Major League Baseball. Individuals covered by this Policy are collectively referred to as "Covered Individuals."

1. Definitions.

Domestic violence is a pattern of abusive behavior in any intimate relationship that is used by one partner to gain or maintain power and control over another intimate partner. It occurs in heterosexual and same sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal violence, stalking, economic control, harassment, physical intimidation, or injury. Notwithstanding this definition, a single incident of abusive behavior in any intimate relationship, or a single incident of abusive behavior involving a member of a Covered Individual's family who is domiciled with the Covered Individual, may subject a Covered Individual to discipline under this Policy.

Sexual assault refers to a range of behaviors, including a completed nonconsensual sex act, an attempted nonconsensual sex act, and/or nonconsensual sexual contact. Lack of consent is inferred when a person uses force, harassment, threat of force, threat of adverse personnel or disciplinary action, or other coercion, or when the victim is asleep, incapacitated, unconscious or legally incapable of consent.

Child abuse is any act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation of a child who is under the age of 18 or not an emancipated minor, or any act or failure to act which presents an imminent risk of such harm to such a child.

This Policy covers acts of child abuse, domestic violence and sexual assault (together, "Covered Act") as defined above.

2. Investigation of Incidents.

A. Process. The procedures set forth in this Policy shall be triggered when the Commissioner's Office learns that a Covered Individual is alleged to have engaged in a Covered Act ("Notification"). In addition to any applicable reporting obligations under federal, state, or local law, Clubs are required to immediately report any and all allegations of Covered Acts to Major League Baseball's Department of Investigations.

B. Administrative Leave. The Commissioner may immediately place a Covered Individual accused of a Covered Act on Administrative Leave, effective as early as the date of the Notification. The Commissioner's Office may defer placing the Covered Individual on Administrative Leave until the Covered Individual is either charged with a crime by law enforcement, or the Commissioner's Office receives credible information corroborating the allegations. The Commissioner's placement of a Covered Individual on Administrative Leave shall not be considered disciplinary under this Policy.

1. Status on Administrative Leave. Salary and benefit continuation during any period of Administrative Leave is within the sole discretion of the Commissioner's Office. A Covered Individual on Administrative Leave shall not perform any services for his employer, shall not attend work-related meetings or events, and shall be prohibited from entering any MLB or Club facility for work-related reasons unless approved by the Commissioner.

2. Evaluation. The Commissioner may refer a Covered Individual to be evaluated by the Treatment Professional pursuant to Section IV below. The Commissioner may also require a Covered Individual to be evaluated by the Treatment Professional as a condition of deferral of Administrative Leave.

3. Family Outreach. Immediately following Notification, the Treatment Professional will refer affected persons to intervention services under Section IV below, including the Club's or the Office of the Commissioner's Employee Assistance Program.

4. Investigation. The Commissioner's Office may conduct an investigation of the Covered Individual's alleged conduct. The Covered Individual shall provide reasonable cooperation with the investigation, including but not limited to producing documents and information. The Office of the Commissioner may conduct investigatory interviews of Covered Individuals. Except where circumstances require expeditious handling, the Covered Individual shall receive reasonable advanced notice of any investigatory interview. Where circumstances requiring expeditious handling are present, the Covered Individual shall receive as much advanced notice as possible.

It shall be deemed a failure to cooperate for any Covered Individual (or any individual acting on the Covered Individual's behalf) to directly or indirectly

engage in conduct that is aimed at, or has the effect of, intimidating or tampering with an alleged victim or witness, or of discouraging or preventing the cooperation of such person, during an investigation conducted pursuant to the Policy. In addition, it shall be deemed a failure to cooperate under the Policy if a Covered Individual enters into a settlement agreement or other agreement with an alleged victim or witness that, because of a confidentiality or other non-disclosure provision in that agreement, prevents that person or the Covered Individual from cooperating with an investigation, including the disclosure of documents, testimony, or other information concerning an alleged Covered Act. However, it shall not be deemed a failure to cooperate under the Policy if a victim or witness's decision not to cooperate with a Commissioner's Office investigation is reached of his or her own volition.

A Covered Individual's failure to cooperate as described in this provision shall serve as an independent basis for just cause discipline, separate and apart from any discipline the Covered Individual may receive as a result of committing a Covered Act under the Policy.

- 5. Timing of Potential Discipline.** Upon the conclusion of the period of Administrative Leave, if any, the Commissioner may return the Covered Individual from Administrative Leave, may impose immediate discipline on the Covered Individual, may defer a disciplinary determination until a later date, or may impose a paid suspension pending resolution of legal proceedings as described in Section III below.

- a. Immediate Discipline.** If the Commissioner elects to discipline the Covered Individual upon the conclusion of the Administrative Leave, the Commissioner's Office shall notify the Covered Individual in writing, by no later than 6 P.M. (ET) on the last day of the Covered Individual's Administrative Leave, of the discipline that the Commissioner is imposing. The discipline shall become effective immediately, and shall be governed by Section III below.
- b. Deferral of Discipline.** Upon the conclusion of the Administrative Leave, the Commissioner may decide to defer discipline of a Covered Individual under the circumstances, including during the pendency of a criminal or civil matter arising out of the conduct, or in order to complete its investigation. The Covered Individual shall be notified in writing, by no later than 6 P.M. of the last day of the Covered Individual's Administrative Leave, of the Commissioner's decision to defer discipline.

3. Discipline.

- A. Commissioner Discipline.** The Commissioner may discipline a Covered Individual who commits a Covered Act under this Policy. In addition, a Covered Individual's failure to comply with his or her Treatment Plan adopted pursuant to Section IV below may be an independent violation of this Policy. A Covered Individual's failure to fully cooperate with an investigation, as described in Section II.B. above, shall constitute an independent violation of this Policy. The Commissioner may decide to defer discipline of a Covered Individual under the circumstances, including during the pendency of a criminal or civil matter arising

out of the conduct, or in order to complete its investigation. The decision of the Commissioner to defer discipline shall be without prejudice to the Commissioner's ultimate authority to issue discipline for any Covered Act pursuant to this Policy.

- B. Club Discipline.** Initial authority to discipline Covered Individuals for events that include violations of this Policy (including all aspects of the incident from which the alleged violation arose) shall repose with the Commissioner's Office. However, the Commissioner's Office may, in its sole discretion, transfer such authority to the Club under circumstances in which a Club employee or independent contractor is subject to discipline under the Policy, following notice to and consultation with that Club. In addition, if the Commissioner's Office notifies a Club that the Commissioner's Office will not impose discipline, a Club may discipline a Covered Individual who commits a Covered Act, regardless of whether the Commissioner's Office had previously placed the Covered Individual on Administrative Leave pursuant to this policy or conducted an investigation. Nothing contained herein is intended to interfere with the right of a Club to terminate the employment of a Covered Individual who violates this policy.
- C. Forms of Discipline.** The discipline imposed by the Commissioner or a Club may include any discipline authorized by the Major League Constitution, Major League Rules, or Uniform Employee Contract ("UEC").
- D. Process for Appeal.** In order to file an appeal based on discipline issued under this Policy, the Covered Individual must submit a written request stating the basis for the appeal within one week of being informed of the discipline imposed. The written request must be sent by e-mail to:

Daniel R. Halem Chief
Legal Officer
Office of the Commissioner
245 Park Avenue New
York, NY 10167
dan.halem@mlb.com

If requested by the Covered Individual, and granted in the discretion of the Commissioner or his designee, the Covered Individual may be afforded a telephonic hearing to allow the Covered Individual an opportunity to present any evidence or witnesses the Covered Individual believes is relevant to the appeal. The telephone hearing will be informal and non- adversarial. All evidence must be presented by the Covered Individual to the Commissioner's Office within 48 hours of the conclusion of the telephonic hearing. The Commissioner or his designee will make the determination whether the discipline imposed should be sustained, modified, or rescinded.

All decisions regarding appeals of discipline shall be within the sole discretion of the Commissioner or his designee. A Covered Individual's discipline will be held in abeyance until the Commissioner or his designee renders a decision. The Commissioner or his designee shall render a written decision to the Covered Individual as soon as practicable, and may sustain, modify or rescind the discipline originally imposed. The decision by the Commissioner or his designee shall constitute full, final and complete disposition of the appeal and shall not be appealable in any forum.

4. Treatment and Intervention.

- A. Treatment Professional.** The Treatment Professional shall be appointed by the Commissioner or his designee to supervise treatment and interventions under this Policy. The Treatment Professional shall be responsible for evaluating, and where treatment is appropriate, supervising the treatment of Covered Individuals who have committed or are alleged to have committed Covered Acts. The Treatment Professional may also provide evaluation and treatment to Covered Individuals who voluntarily request the Treatment Professional's assistance.
- B. Referral to Treatment Professional.** A Covered Individual will be referred to the Treatment Professional when the Commissioner's Office receives the Notification referenced in Section II.A above.
- C. Treatment Plan.** If appropriate under the circumstances, the Treatment Professional shall develop a Treatment Plan for the Covered Individual. Among other things, the Treatment Professional shall identify appropriate health care professionals in the Covered Individual's home city to provide counseling and intervention. The health care professionals treating the Covered Individual must provide the Treatment Professional, at a frequency identified in the Treatment Plan, with regular, standardized written status reports that detail the Covered Individual's progress and compliance with the Treatment Plan.
- D. Treatment Plan Content.** The Plan prescribed by the Treatment Professional for the Covered Individual may include the following non-exhaustive list of prescribed and/or prohibited actions by a Covered Individual:
 - 1. Submission to psychological and other evaluations (including but not limited to those assessing domestic violence, child abuse, sexual assault and drug and/or alcohol testing if separately directed or required under another Minor League Policy) as deemed necessary;
 - 2. Attendance at prescribed counseling and other therapeutic sessions;

3. Participation in educational training specific to understanding the effects of abuse on victims and their families, including children, and the components of healthy relationships and healthy confrontation;
4. Compliance with relevant court orders and/or agreements between the Covered Individual and alleged victim, including but not limited to support;
5. Relocation from shared a home temporarily or indefinitely;
6. Acceptance of limits on the contact methods, frequency, and subject matter with partner/spouse/children, and designated others;
7. Relinquishment of all weapons and agreement not to secure more;
8. Compliance with any other reasonable direction designed to promote safety for the partner/spouse, children, Covered Individual, and any other person at risk; or
9. Any other relief designed to promote safety and further the objectives of this Policy.

E. Treatment Plan Non-Compliance.

1. The Commissioner may discipline a Covered Individual who commits a Covered Act (whether or not the same person was involved in the initial complaint), including a Covered Individual in a Treatment Plan under this Policy.
2. The Commissioner or his designee may also determine, in his sole discretion, that a Covered Individual has not complied with an Initial Evaluation or his Treatment Plan. The Commissioner or his designee shall make a determination whether a Covered Individual has failed to cooperate with an Initial Evaluation, or comply with a Treatment Plan, by applying the following criteria:
 - i. A Covered Individual who refuses to submit to an Initial Evaluation, including any follow-up meetings or requested tests will be deemed to have violated his Treatment Plan.
 - ii. A Covered Individual who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Plan.
 - iii. Absent a compelling justification, a Covered Individual will be presumed to have failed to comply with his Treatment Plan if his assigned health care professional informs the Treatment Professional in a status report that the Covered Individual is not cooperating with the requirements of his Treatment Plan.

F. Treatment Plan Modification. The Treatment Professional may periodically revise a Covered Individual's Treatment Plan or extend its end date on its own initiative, or on the recommendation of the Covered Individual's assigned health care professionals.

G. Communication. The Treatment Professional shall make available a general partner/spouse and family information and referral package when a Plan is implemented for a Covered Individual. The Covered Individual's Treatment Plan will not be shared with the partner/spouse absent agreement of the Covered Individual.

5. **Return to Activity.** All returns to activity from a suspension for a Covered Individual are subject to a certification of fitness from his assigned health care professional and an agreement by the Covered Individual to adhere going forward to any Plan prescribed by the Treatment Professional.

6. **Confidentiality.**

- A. **Definition.** All information related to, arising from or considered in connection with the evaluation, counseling and treatment of a Covered Individual by the Treatment Professional is confidential, provided that this confidentiality provision excludes information that has previously been made public or is made public by a source other than the Commissioner's Office.
- B. **Prohibition on Disclosure.** The Commissioner's Office, the Clubs, the Treatment Professional and any third parties who are consulted under this Policy are prohibited from disclosing confidential information that they already possess as defined above, except (i) in connection with or in anticipation of an appeal or potential appeal involving discipline or potential discipline under this Policy; (ii) to inform the Covered Individual's Club of the Covered Individual's treatment under the Policy; (iii) where necessary to effectively administer a Covered Individual's treatment under the Policy; (iv) in response to statements made by a Covered Individual or his or her representative challenging Administrative Leave or discipline, or denying the alleged conduct; or (v) where disclosure is required by law, including court order, and is not subject to any claim of privilege.

7. **Training, Education and Community Outreach.**

The Office of the Commissioner shall establish a Domestic Violence, Sexual Assault and Child Abuse Prevention and Response Team ("DVPRT") that shall determine appropriate education and training programs for Covered Individuals and their families. All aspects of the training and education program, including the frequency and content of training and the selection of the training staff, shall be determined by the DVPRT. To the extent necessary and practicable, all training and education shall be presented in English and Spanish.

8. **Resources for Covered Individuals and Their Families.**

- A. **Confidential Assistance Program.** The Commissioner's Office shall offer support services to Covered Individuals and their families on a confidential basis through its Employee Assistance Program.
- B. **Family Resources.** The Commissioner's Office shall develop a plan for the publication of referral information, websites, and resources (including hotlines, shelters and outreach facilities) for Covered Individuals and spouses, partners and families of Covered Individuals.

9. **Conformity with Law.**

The Office of the Commissioner will implement and enforce this Policy in a manner consistent with federal, state and local laws, and, where necessary, modify the Policy in certain jurisdictions to conform to local law.

Social Media Policy

30 Major League Clubs

Consistent with the authority vested in the Commissioner by the Major League Constitution ("MLC") and the Major League Baseball Interactive Media Rights Agreement ("IMRA"), the Commissioner has implemented the following policy regarding the use of social media by individuals affiliated with Major League Baseball and the 30 Clubs. Nothing contained in this policy is intended to restrict or otherwise alter any of the rights otherwise granted by the IMRA.

Definitions:

Covered Individuals - All employees and independent contractors of the 30 Major League Clubs (at both the Major and Minor League level) other than active players represented by the Major League Baseball Players Association (*i.e.*, 40-man roster players).

Social Media - Any form of online media or use of sites that apply technology to facilitate social interaction, including, but not limited to profiles, commentary, writings, photographs, images, logos, and audio or video files posted on outlets including but not limited to Facebook, MySpace, Twitter, YouTube, Flickr, LinkedIn, Wikis, blogs, podcasts, message boards and websites.

Content - All material posted on Social Media, including links to other websites.

MLB Entity - Any entity affiliated with Major League Baseball, including the 30 Major League Clubs, Minor League Clubs, the Office of the Commissioner, MLB Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB International, MLB Online Services, Major League Baseball Scouting Bureau, and the MLB Network.

Prohibited Conduct: In addition to the prohibition on the use of electronic equipment during the period beginning thirty minutes prior to a game and ending upon the conclusion of a game that is contained in Baseball Operations Bulletin A-2, Covered Individuals may not at any time engage in the following conduct with respect to the use of Social Media:

1. Displaying or transmitting Content via Social Media in a manner that reasonably could be construed as an official public communication of any MLB Entity or attributed to any MLB Entity.
2. Using an MLB Entity's logo, mark, or written, photographic, video or audio property in any way that might indicate an MLB Entity's approval of Content,

create confusion as to attribution or jeopardize an MLB Entity's legal rights with respect to a logo or mark.

3. Linking to the website of any MLB Entity on any Social Media outlet in any way that might indicate an MLB Entity's approval of Content or create confusion as to attribution.

NOTE: Only Covered Individuals who are authorized by the Senior Vice President, Public Relations of the Commissioner's Office to use Social Media on behalf of an MLB Entity and display Content on Social Media in that capacity are exempt from Sections I, 2 and 3 of this policy.

4. Displaying or transmitting Content that contains trade secrets, confidential or proprietary business information of any MLB Entity or its agents, including, for example, internal reports, the development of systems, processes and products, internal business-related confidential communications, strategic information, financial information, etc., and confidential information related to an employee, such as medical/health information and personally identifiable information (e.g., Social Security numbers, account numbers, etc.).
5. Displaying or transmitting Content that reasonably could be construed as condoning the use of any substance prohibited by the Major or Minor League Drug Programs, or the Commissioner's Drug Program.
6. Displaying or transmitting Content that questions the impartiality of or otherwise denigrates a Major or Minor League umpire.
7. Displaying or transmitting Content that reasonably could be viewed as discriminatory, bullying and/or harassing based on race, color, ancestry, sex, sexual orientation, national origin, age, disability, religion, or other categories protected by law and/or which would not be permitted in the workplace, including, but not limited to, Content that could contribute to a hostile work environment (e.g., slurs, obscenities, stereotypes) or reasonably could be viewed as retaliatory.
8. Displaying or transmitting Content that threatens or advocates the use of violence against an individual or group of individuals.
9. Displaying or transmitting Content that contains obscene or sexually explicit language, images, or acts.
10. Displaying or transmitting Content that violates applicable local, state or federal law or regulations.

Nothing in this Policy prohibits you from discussing the terms and conditions of your employment to the extent protected by federal law or otherwise displaying or transmitting Content that is protected by applicable federal, state or local law.

Reporting: All violations of this policy should be reported to the Labor Relations Department of the Office of the Commissioner.

Enforcement: Covered Individuals engaging in conduct prohibited by this policy may be subject to disciplinary action up to and including termination.

MLR 3(k) Tampering



Major League Baseball's Tampering Policy

The Commissioner has implemented the following policy regarding the application of Major League Rule 3(k) ("Tampering"). The full text of Rule 3(k) is set forth below:

TAMPERING. *To preserve discipline and competition, and to prevent the enticement of players, coaches, managers and umpires, there shall be no negotiations or dealings respecting employment, either present or prospective, between any player, coach or manager and any Major or Minor League Club other than the Club with which the player is under contract, or acceptance of terms, or by which the player is reserved or which has the player on its Negotiation List, or between any umpire and any baseball employer other than the baseball employer with which the umpire is under contract, or acceptance of terms, unless the Club or baseball employer with which the person is connected shall have, in writing, expressly authorized such negotiations or dealings prior to their commencement.*

COVERAGE: While the Rule explicitly covers negotiations or dealings between a Club and "any player, coach or manager" of another Club, the Commissioner's Office has long applied Rule 3(k) to cover negotiations or dealings between a Club and *any employee* of another Club, as follows:

1. *Clubs.* The rule is binding on all Club personnel, including owners, officers, directors, officials, administrative staff, scouts, field managers, coaches, trainers, team physicians, *etc.*
2. *Players and Agents.*
 - a. Current Players. All players under contract or reservation to a Major or Minor League Club are subject to the rule including, without limitation, any player who is eligible for free agency at the end of the season. Indeed, potential free agents are routinely questioned by the media as to their future status, and they must be extremely careful to avoid statements that might violate the rule (including, but not limited to, any interest in signing with or requesting/demanding a trade to another Club).
 - b. Former Players. Any former player under contract to a Club as a coach, scout, *etc.*, who seeks new playing opportunities must avoid unauthorized contact with other Clubs, including Minor League clubs, while under contract.
 - c. Agents. The Major League Baseball Players Association's agent certification regulations provide a specific prohibition against violating Rule 3(k) and/or this Policy. Copies of this Policy have been furnished to the Association, which circulates it to all certified player agents.

3. *Other Employees.* The Policy applies to all non-playing personnel who are under contract (including officers, administrative staff, scouts, instructors, trainers, etc.), who must avoid unauthorized contacts with other Clubs (or the Major League Scouting Bureau) until their contracts have expired.

PROHIBITIONS: The prohibitions contained in Rule 3(k) extend not only to actual negotiations between a player, manager, coach or other employee and a Club of which he is not a member, but also, with certain limited exceptions described below, to any “dealings” between them regarding employment. The prohibited conduct includes both direct and indirect contacts.

1. *Players Under Contract Or Reserve.* No direct contact of any kind between a Club and players under contract or reserve with another Club is permitted without the prior written consent of the current Club, as follows:
 - a. Written consent may be granted only if any relevant waivers are in effect that would permit the contemplated assignment of the player’s contract.
 - b. When written consent is given, a copy must be sent simultaneously by email from the consenting Club to the Commissioner’s Office and, if a Major League player, the Players Association.
 - c. A Club may not give oral permission (i) to one of its players (or his agent) to contact another Club, or (ii) to another Club to contact or negotiate with one of its player under reserve. A Club’s attempt to grant oral permission to a player on its roster “to attempt to work out a deal with another Club” is expressly prohibited, as is any contact between such player and another Club pursuant to such attempted oral permission.
 - d. A Club may grant consent to a player to negotiate with only one Club at a time. Such permission must be limited to a period of no longer than 72 hours, by which time it will be deemed to have automatically expired. Permission may be for a shorter period and may be withdrawn early by mutual consent.
 - e. Consent may not be granted for any player on the Active List of the authorizing Club for negotiations with a Club scheduled to play the authorizing Club within the next 72 hours.
2. *Other Personnel Under Contract.* No direct contact of any kind between a Club and personnel under contract to another Club is permitted without the prior written consent of the current Club, as follows:
 - a. When written consent is given, the employing Club must complete a “Contracted Employee Permission Form,” a copy of which is attached hereto and is also available on eBIS. The completed copy of the form must be sent simultaneously by email from the consenting Club to the Commissioner’s Office.

- b. Written consent must be limited to a period no longer than seven days, by which time it will be deemed to have automatically expired.
 - c. If a Club expects compensation for releasing an employee from a contract, the compensation should be agreed upon in advance of the permission and described in the Employee Permission Form. Such permission, if granted, also will mean that the Club granting it is prepared to release the employee from the employee's contract in order to accept the other opportunity, if offered and accepted during the seven-day period.
 - d. A Club may not give oral permission (i) to one of its employees under contract to contact another Club, or (ii) to another Club to contact or negotiate with one of its employee under contract.
- 3. *Personnel Not Under Contract.* In the case of an administrative or executive employee who is not under contract, it is not a violation of Major League Rule 3(k) or this Policy for such employee to contact other Clubs on the subject of potential employment. It will, however, be deemed a violation of this Policy for any Club, whether first contacted by another Club's employee or not, to engage in discussions of potential employment with another Club's employee without the prior written consent of that Club. When written consent is given, the employing Club must complete a "Non-Contracted Employee Permission Form," a copy of which is attached hereto and is also available on eBIS. The completed copy of the form must be sent simultaneously by email from the consenting Club to the Commissioner's Office. The seven-day period described above need not apply in the case of employees not under contract.
- 4. *Prohibited Indirect Contacts.* The following "indirect contacts" are prohibited by this Policy:
 - a. Public comments by a Club indicating an interest or desire in acquiring the contract or services of a player, coach, manager, or other employee of another Club;
 - b. Public comments by a player, coach, manager, or other employee indicating an interest or desire to contract with another Club;
 - c. Contacts between a Club and the agent of a player on another Club; and
 - d. Contacts between a Club and the uniformed personnel of other Clubs through any third-party intermediary.

REPORTING: All violations of Major League Rule 3(k) or this Policy should be reported to the Baseball Operations Department of the Commissioner's Office.