Basic Employment Policies

ADP TotalSource®

Version Date: 11/9/20

THIS HANDBOOK IS NOT A CONTRACT EITHER EXPRESS OR IMPLIED

_____

Employee Signature Date

_____

Print Employee's Name

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Use of Terms

For ease of reference, throughout these Basic Employment Policies the term "the Companies" refers to your Company and ADP TotalSource and the terms "the Company, your Company or my company" refers to your employer.

About ADP TotalSource

Employees in Hawaii, Montana, South Carolina and Washington see the state appendix for state specific policy language.

ADP TotalSource is a human resources management firm in a business popularly referred to as a "Professional Employer Organization" ("PEO"). The Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. As one of the organizations that pioneered the Professional Employer Organization (PEO) industry in the early 1980s, ADP TotalSource sets the standard for experience, integrity, and financial strength. ADP TotalSource provides our clients with the most up-to-date human resources offerings not otherwise available to many employers and their employees.

Our goal is to help your Company provide you with the best employment experience possible. We trust that once you understand the nature and breadth of our services, you will agree!

Under this arrangement certain employment responsibilities are allocated between ADP TotalSource and the Company. The PEO relationship will not change your relationship with the Company. The Company will remain your employer and ADP TotalSource will become your co-employer for certain employment responsibilities.

As before, the Company continues to solely maintain daily supervision and management of its employees. In addition, all day-to-day operations and all organizational decisions will solely remain with the Company. In the event of a conflict between any lawful Company-specific handbook provision and these Basic Employment Policies the Company handbook will control.

Your relationship with ADP TotalSource does not affect any pending or future employment agreements, severance agreements, expense reimbursement agreements, bonus or commission plans, non-competition agreements or any other agreement between you and the Company. You and the Company are still subject to the terms of any such Agreements to the same extent that you were before ADP TotalSource's involvement.

ADP TotalSource will assist the Company in the administration of vacation, sick, PTO, bonus, commissions, severance or expense reimbursements and will process these payments at the direction of the Company. However, if the Company fails to provide ADP TotalSource with the funding to process these payments, the Company is responsible and not ADP TotalSource.

Nature of At-Will Employment

Employees in Montana see the state appendix for state specific policy language.

Your co-employment relationship with ADP TotalSource and the Company is that of an employee-at-will and is entered into voluntarily. Your at-will status with ADP TotalSource may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the President of ADP TotalSource. If the contractual relationship between ADP TotalSource and your Company is terminated for any reason, you will no longer be a co-employee of ADP TotalSource.

Please note that the reference to employment "at-will" does not change your employment status with your Company as it existed before ADP TotalSource. At-will employment means that you, your Company and ADP TotalSource are free to end the employment relationship at any time, for any or no reason, with or without cause or advance notice.

Subject to very few exceptions, employment in the United States is generally at-will unless a separate arrangement (i.e. an employment contract) with your Company indicates to the contrary. Your employment at-will status with the Company may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the Owner, President or CEO of the Company.

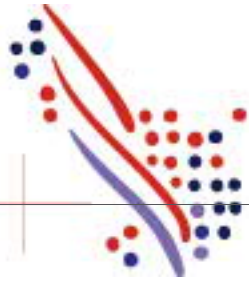
ADP TotalSource has the sole discretion to alter these policies from time to time. Revisions to these policies may supersede or eliminate one or more existing policies and that all such changes will be communicated through official notices

If your position requires additional pre-employment criteria, such as a driver's examination, a background investigation and/ or a pre-employment drug test and if you have been offered employment before any such investigation or test is completed, your employment is contingent upon a satisfactory result on all required tests.

Equal Employment Opportunity

Employees in California, Illinois and Maryland see the state supplement for state specific policy language.

The Companies are Equal Opportunity Employers that do not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws and ordinances. The Companies' management team is dedicated to this



policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.
The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact his or her supervisor or Human Resources to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made.

The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of the Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees_ with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of his or her supervisor or Human Resources. The Companies will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.
If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Non-Harassment

Employees in California, Connecticut Illinois, Maine, Massachusetts New York, Rhode Island and Vermont see the state supplement appendix for state specific policy language.

It is the Companies' s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic

information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

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

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

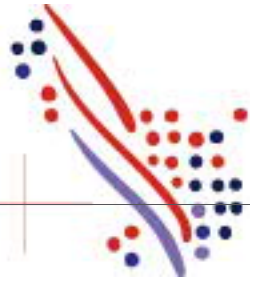
Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;



4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager. If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

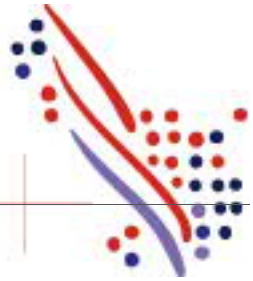
Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Workplace Violence Prevention

The Companies are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.
We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially



dangerous situations.

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

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company property.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co- workers, should be reported immediately to any member of management with whom you feel comfortable. Employees may also call an ADP TotalSource MyLife Advisor at 844-448-0325.

Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.
If after a good faith investigation it is determined that that someone has violated this policy, swift and appropriate corrective action will be taken.

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

Family and Medical Leave Policy

Employees in California, Connecticut, District of Columbia, Hawaii, Maine, New Jersey, New York, Rhode Island, Tennessee, and Vermont see the state appendix for state specific policy language related to this policy and

other leave policies.

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact their supervisor or ADP TotalSource.

Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave**; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.
*Note a covered Company is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.

** Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

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

Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons: To care for the employee's child after birth or placement for adoption or foster care;

- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or

- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness.

Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

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

are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

Intermittent Leave and Reduced Leave Schedules

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

No Work While on Leave

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

Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

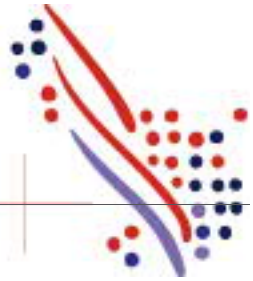
Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

Notice of Eligibility for, and Designation of, FMLA Leave

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



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

Employee FMLA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA leave protections, employees must inform their supervisor or ADP TotalSource at 866-400-6011 or email: Leaves@adp.com of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

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

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

Timing of Employee Notice

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

denied.

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

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

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

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

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

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit

requested medical certifications.

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

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

Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.
If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

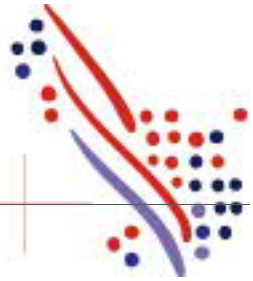
Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide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

Return to Work/Fitness for Duty Medical Certifications

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

Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service;



and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

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

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

Employees must contact an ADP TotalSource MyLife Advisor at 866-400-6011 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

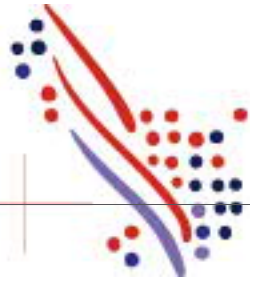
Substitute Paid Leave for Unpaid FMLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid disability benefits.

Pay Employee's Share of Health Insurance Premiums

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



If FMLA leave is unpaid, employees must pay their portion of the group health premium through a ''pay-as-you-go'' method. Employees should contact their immediate supervisor to make these arrangements.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Exemption for Highly Compensated Employees

The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company.

(This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact your supervisor or ADP TotalSource 866-400-6011 or email: Leaves@adp.com. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact ADP
TotalSource immediately.

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

Coordination of FMLA Leave with Other Leave Policies

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

Health and Safety

Employees in South Carolina see the state appendix for state specific policy language related to this policy and other leave policies.

The health and safety of employees and others on Company property are of critical concern to the Company. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions.

Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards.

Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.
Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible regardless of the severity of the injury or accident.

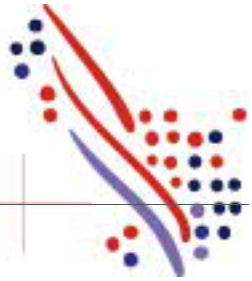
Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Workplace Conduct

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

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Companies' sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Company property or a co- worker's property, and/or disclosure of confidential business information.
3. Completing another employee's time records.
   Violation of safety rules and policies.
4. Fighting, threatening or disrupting the work of others or other violations of the Company's Workplace Violence Policy.
5. Failure to follow lawful instructions of a supervisor.
6. Excessive absenteeism, including but not limited to violation of any applicable policies, irregular attendance, habitual lateness or unexcused absences.
7. Gambling on Company property.
8. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
9. Wasting work materials.
10. Performing work of a personal nature during working time.
11. Violation of the Harassment or Equal Employment Opportunity Policies.
12. Unsatisfactory job performance.
13. The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company or reporting to work or remaining on duty after using drugs or alcohol in any amount that adversely affects the employee's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.
14. Any other violation of the Company's policies.
15. Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and we reserve the right to impose whatever discipline we choose, or none at all, in a particular instance. We will deal with each situation individually and nothing in these policies should be construed as a promise of specific treatment in a given situation. However, we will endeavor to utilize progressive discipline but reserve the right in our sole discretion to terminate an employee at any time for any reason. The observance of these rules will help to ensure that the workplace remains a safe and desirable place to work.



State Appendix

California

Equal Employment Opportunity

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

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact his or her supervisor or Human Resources to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of the Company's decision within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of his or her supervisor or Human Resources. The Companies will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory

response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

Discrimination, Harassment and Retaliation Prevention

The Companies do not tolerate and prohibit discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information or any other characteristic protected by applicable federal, state or local laws and ordinances. The Companies are committed to a workplace free of discrimination, harassment and retaliation.

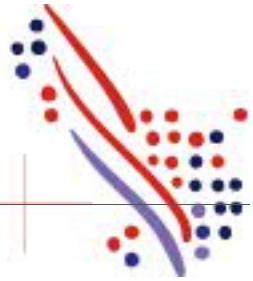
Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Discrimination Defined

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

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual



because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct which is either of a sexual nature or which is directed at an individual because of that individual's sex when:

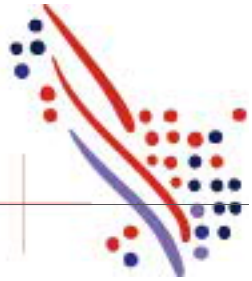
- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit emails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome or unwanted sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation



process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional and free of discrimination, harassment and retaliation.

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor (Phone numbers and addresses are available through the Company directory.). If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager (Phone numbers and addresses are available through the Company directory.) . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

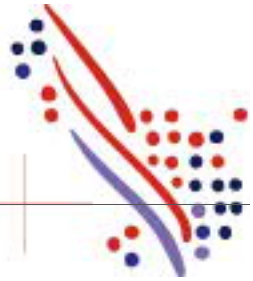
Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Human Resources.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or the Equal Employment Opportunity policy.

To the extent possible, the Company will endeavor to keep the reporting of employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of



the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

In addition to being a violation of this policy, harassment, discrimination or retaliation also can be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Companies cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct they believe violates this policy.

California Lactation Accommodation

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breastmilk. The Company will provide a reasonable amount of break time for the employee who wishes to express breast milk for the employee's infant child each time the employee has need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with space in close proximity to the employee's work area that is that shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.
An employee who believes they need a lactation accommodation should submit a request for possible accommodation to Human Resources. Upon receiving an accommodation request, the Company will respond to the employee within 5 business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

The Company may not be able to provide an accommodation if doing so would impose an undue hardship by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business. If the Company is unable to provide an accommodation because doing so would impose an undue hardship, the Company will provide the employee with a written response that identifies the basis upon which the Company is denying the request for accommodation.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the law. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations. Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy. Please consult Human Resources with questions regarding this policy.

San Francisco Lactation Accommodation

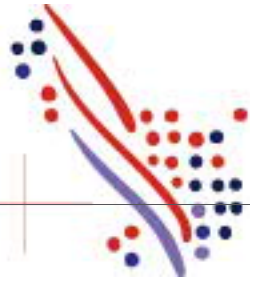
The Companies support the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time to accommodate the employee desiring to express breast milk for the employee's infant child, to the extent required by and in accordance with applicable local, state and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee.

Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law. The Company will provide breastfeeding employees with space to express breastmilk. The space will be in close proximity to the employee's work area, will be shielded from view and will be free from intrusion from co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who believe they need a lactation accommodation should submit a request for possible accommodation to Human Resources. Upon receiving an accommodation request, the Company will respond to the employee within five (5) business days. The Company and the employee shall work together to determine the appropriate accommodations.

The Company may not be able to provide an accommodation if doing so would impose an undue hardship by causing significant expense or operational difficulty when considering the accommodation request in relation to the size, financial resources, nature or structure of the Company. If the Company is unable to provide an accommodation because doing so would impose an undue hardship, the Company will provide the employee with a written response that



identifies the basis upon which the Company is denying the request for accommodation.

The San Francisco Lactation in the Workplace Ordinance expressly prohibits retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations. Employees can contact Human Resources with questions about this policy.

San Francisco Paid Parental Leave

Note that the San Francisco Paid Parental Leave Policy only applies if the Company employs 20 or more employees worldwide.

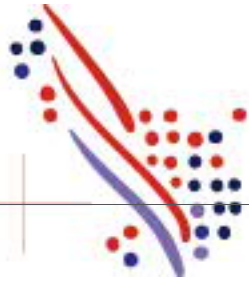
In accordance with the San Francisco Paid Parental Leave Ordinance, the Company provides partial wage replacement benefits ("Supplemental Compensation") to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption, or foster care placement. Eligible employees may receive up to six (6) weeks (8 weeks for claims on or after 7/1/2020) of Supplemental Compensation in a 12-month period.

Eligible Employees

To be eligible to receive benefits under this policy, employees must meet all of the following criteria:
(8

1. be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child with the employee through foster care or adoption;
2. have worked at least 180 calendar days for the Company before beginning any parental leave;
3. perform at least eight (8) hours of work per week for the Company within the geographic boundaries of the City and County of San Francisco;
4. perform at least 40% of their total weekly hours within the geographic boundaries of the City and County of San Francisco;
5. be receiving wage replacement benefits from the State of California's Paid Family Leave ("PFL") program for the purpose of bonding with a new child;
6. agree to allow the Company to deduct up to two (2) weeks of accrued vacation or PTO (if the PTO plan differentiates between vacation and sick time) from the employee's leave bank to offset the cost of any Supplemental Compensation benefits; and
7. comply with the procedures for requesting Supplemental Compensation benefits described below.

Employees who do not meet all of the above criteria are not eligible to receive Supplemental Compensation under this policy, but may still be eligible for benefits in accordance with the State of California PFL program.



Supplemental Compensation Benefit

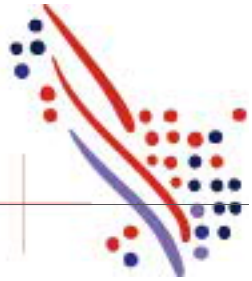
The weekly Supplemental Compensation benefit is calculated based on the employee's wages and will be calculated in accordance with the San Francisco Paid Parental Leave Ordinance. Unless otherwise provided by law, the employee's weekly Supplement Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State of California PFL program and the weekly wage associated with that PFL benefit amount. Supplemental Compensation is only available during the period the employee is eligible for and is receiving weekly PFL benefits for the purpose of bonding with a new child. Employees can receive up to six (6) weeks of Supplemental Compensation benefits.

Procedure for Receiving Supplemental Compensation

In order to receive Supplemental Compensation, employees must comply with the following procedures:

1. send an email to his or her supervisor stating they understand and agree that up to two (2) weeks of accrued vacation or PTO (if the PTO plan differentiates between vacation and sick time) will be deducted from their leave bank to offset the costs in providing Supplemental Compensation;
2. provide the Company with a copy of the employee's Notice of Computation of California Paid Family Leave Benefits ("Notice") from California's Employment Development Department (EDD) and provide EDD with permission to share the employee's California PFL weekly benefit amount with the Company
3. complete and sign the San Francisco Paid Parental Leave employee Form ("PPL Form") (available from his or her supervisor). The Notice and PPL Form must be submitted within a reasonable time following the Covered employee's receipt of the Notice from EDD;
4. notify the Company in writing upon the employee's receipt of the first payment from EDD; and
5. submit a copy of the Notice of Payment from EDD to confirm the Covered employee's receipt of PFL benefits.

Employees who do not fully comply with this procedure may be denied Supplemental Compensation benefits, or receipt of these benefits may be delayed. If the employee completes the above procedures for receiving Supplemental Compensation prior to or during the period in which the employee is also receiving PFL benefits, the Company will make a good faith effort to make the first Supplemental Compensation benefit payment on the payday associated with the next full pay period following the employee's satisfaction of the above procedures. If the employee completes the above procedures after the period in which the employee received PFL benefits has been completed, the employee will receive the total Supplemental Compensation no later than 30 days after satisfaction of the above procedures.
Employees may be required to reimburse the Company for any Supplemental Compensation benefits provided under this policy if they:



- do not return to work from a leave of absence during which they received Supplemental Compensation benefits, or
- voluntarily resign from employment within 90 days of the end of any leave during which they received Supplemental Compensation benefits.

Employees with questions regarding this benefit can contact their supervisor.

Family and Medical Leave Policy

NOTE: THIS POLICY ONLY APPLIES TO COVERED EMPLOYERS. A COVERED EMPLOYER IS AN EMPLOYER THAT HAS EMPLOYED 50 OR MORE EMPLOYEES FOR AT LEAST 20 WORKWEEKS IN THE CURRENT OR PRECEDING CALENDAR YEAR.

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"). This policy provides employees with information concerning FMLA/CFRA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with CFRA and any other leave provided under state or local law.

If employees have any questions concerning FMLA/CFRA leave, they should contact they should contact ADP TotalSource at 1-866-400-6011.

Eligibility

FMLA/CFRA leave is available to "FMLA/CFRA eligible employees." To be an "FMLA/CFRA eligible employee," you must

1) have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a CFRA leave (which need not be consecutive); 2) has worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave*, to the extent permitted by applicable law; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

As described below, the FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

Basic FMLA/CFRA Leave Entitlement

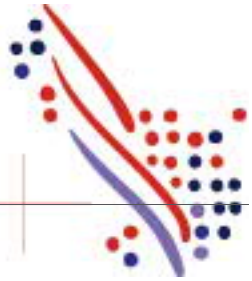
The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a "rolling" 12-month period measured backwards from when an employee first uses FMLA/CFRA leave.

In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. In addition, an employee who is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement). It is the Company's policy to provide the greater leave benefit provided under the FMLA or CFRA and to run leave concurrently under the FMLA and CFRA whenever possible.

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

1. Disability due to pregnancy, childbirth or related medical condition (counts only toward FMLA and California Pregnancy Disability Leave ("PDL") leave entitlements);
2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. For placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);
4. To care for the employee's spouse, child or parent (but not in-law) with a serious health condition (counts toward FMLA and CFRA leave entitlements, except time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave);
5. For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job (counts toward FMLA and CFRA leave entitlements; but does not count toward CFRA entitlement if leave is for employee's disability due to pregnancy, childbirth or related medical condition); and/or
6. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (counts toward FMLA leave entitlement only).

Under the FMLA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.



Under the CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity.

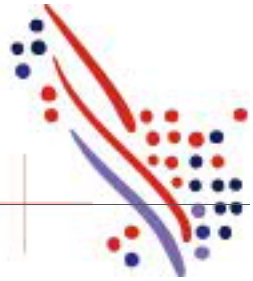
A person will be considered an "inpatient" when he or she is formally admitted to a health care facility with the expectation that he or she will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave)

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

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



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

Intermittent Leave and Reduced Leave Schedules

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

Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but the Company permits two occasions where the leave may be for less than two weeks.

No Work While on Leave

The taking of another job while on FMLA/CFRA leave or any other authorized leave of absence may be grounds for immediate discharge, to the extent permitted by applicable law.

Protection of Group Health Insurance Benefits

During FMLA and/or CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

Restoration of Employment and Benefits

At the end of FMLA/CFRA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions they held before the FMLA/CFRA leave.

The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

Notice of Eligibility for, and Designation of, FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA and/or CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection

with such leave; 2) the Company's designation of leave as FMLA/CFRA-qualifying or non-qualifying, and if not FMLA/CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA/CFRA leave with appropriate written notice to employees, and provided that doing so does not cause harm or injury to the employee. In other cases, the Company and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

Employee FMLA/CFRA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA/CFRA leave protections, employees must inform their immediate supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com) of the need for FMLA/CFRA qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFRA-qualifying. For example, employees might explain that:

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

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/ CFRA leave under this policy.

Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying. If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which the Company has previously provided FMLA/ CFRA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA/CFRA notice obligations, may have FMLA/CFRA leave delayed or denied, to the extent permitted by applicable law.

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

When planning medical treatment or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations. Employees must consult with the Company prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, or to care for a covered servicemember, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

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

Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. As described below, there generally are three types of FMLA/CFRA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification. It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFRA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure

deficiencies. The Company will delay or deny FMLA/CFRA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.
The Company may contact the employee's health care provider to authenticate completed and sufficient medical certifications. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications

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

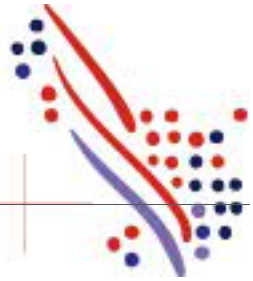
If the Company has reason to doubt the validity of initial medical certifications regarding an employee's own serious health condition, it may require employees to obtain a second opinion at the Company's expense.
If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider
designated or approved jointly by the Company and the employee.

Medical Recertifications

Depending on the circumstances and duration of FMLA/ CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. In cases of leave that qualify under CFRA, recertification will generally only be requested when the original certification has expired.

Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary,
employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. An employee taking intermittent leave may be required to provide a return to work release for such absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.



Submit Certifications Supporting Need for Military Family Leave

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

Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

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

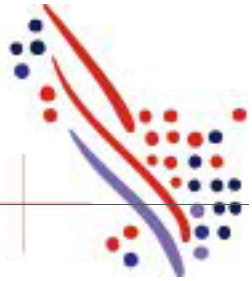
Reporting Changes to Anticipated Return Date

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date.

If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

Substitute Paid Leave for Unpaid FMLA and CFRA Leave

For purposes of this subsection, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program or the Paid Family Leave program or any applicable Company disability pay program or receiving compensation from worker's compensation. Employees will not be required to use accrued vacation or paid sick time for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use accrued vacation and paid sick during any waiting period applicable to these programs. If leave is unpaid, the following requirements apply to the leave:



If employees request FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions, they must first substitute any accrued paid sick time for unpaid family/medical leave. Employees may submit a written request to substitute any other accrued, unused paid time off benefits for unpaid FMLA/PDL leave once the employees' sick time is exhausted.

If employees request FMLA/CFRA leave because of their own serious health conditions (excluding absences for which employees are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid time off, including sick time, for unpaid family/medical leave.

If employees request FMLA/CFRA leave to care for a covered family member with a serious health condition or bond with a newborn child, they must first substitute any accrued paid time off, other than sick time for unpaid family/medical leave. Once accrued paid time off, other than sick time, is exhausted, upon written request an employee can substitute paid sick time for unpaid FMLA/CFRA leave for such purposes except an employee cannot use sick time to bond with a child where the employee's child is not ill or sick since sick time is contingent on the illness of the employee, child, parent, spouse or registered domestic partner or other purpose consistent with the paid sick leave under applicable law.

A leave of absence in connection with a workers' compensation injury/illness or for which an employee receives short-term disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid workers' compensation, short-term disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA/CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If FMLA/CFRA leave is unpaid, employees must pay their portion of the premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date at least 15 days after the notice unless the co-payment is received before that date.

If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to

reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/CFRA leave.

Coordination of FMLA/CFRA Leave with Other Leave Policies

The FMLA and CFRA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/ or CFRA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, please consult the Company's other leave policies in the employee Handbook or contact your supervisor or ADP TotalSource.

Questions and/or Complaints about FMLA/CFRA Leave

If employees have questions regarding this policy, please contact your supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA.
If employees believe their FMLA rights have been violated, they should contact ADP TotalSource immediately.

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

Pregnancy Disability Leave

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). Employees may request leave by notifying their supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com.

If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative

position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.
The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

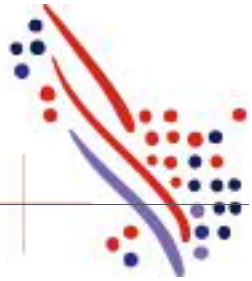
Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer.

The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, your supervisor or ADP TotalSource shall provide you with a medical certification form that you can take to your doctor. As a condition of returning from pregnancy disability leave or transfer, the Company requires the employee to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.
PDL is unpaid.



At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. We require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements with Human Resources for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave. If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company.

Failure to notify the Company of their ability to return to work when it occurs, or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave, or entitled to further leave pursuant to applicable law. Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position. Taking a PDL may affect some benefits and the employee's seniority date.

If the employee wants more information regarding eligibility for PDL and the impact of the leave on seniority and benefits, the employee should their supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com). Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave.

PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy. Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

New Parent Leave

Eligibility

Under the California New Parent Leave Act (CANPLA), employees may have a right to an unpaid new parent leave if they:

- have worked for the Company for a total of at least 12 months at any time prior to the commencement of a CANPLA leave;

- worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CANPLA leave, to the extent permitted by applicable law; and
- work at a location in which the employer has 20 to 49 employees within a 75-mile radius of the employee's work site.

An employee who is not eligible for CANPLA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

Terms of Leave

CANPLA leave may be up to 12 workweeks in a 12-month period, and can be used for the birth, adoption or foster care placement of a child. Employees who are CANPLA-eligible have certain rights to take both a pregnancy disability leave and a CANPLA leave for reason of the birth of a child. CANPLA leave must be taken within one (1) year after the child's birth or placement.

Employees may take CANPLA leave on an intermittent basis. Intermittent CANPLA leave generally must be taken in two-(2)-week increments, but the Company permits two (2) occasions where the leave may be for less than (2) two weeks.

Notice Requirements

Employees generally must provide at least 30 days advance notice of the need for CANPLA leave. For unforeseeable events (such as premature birth), the Company requires that employees provide notice, at least verbally, as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.
While CANPLA leave is unpaid, employees may substitute accrued paid time off or other paid leave for unpaid leave provided pursuant to this policy. Substituting paid for unpaid leave does not extend any leave entitlement.

Health Coverage Continuation

While on CANPLA leave, the Company will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken CANPLA leave. If an employee fails to return to work after the CANPLA leave has expired, the Company may recover any premiums it paid for maintaining coverage while the employee was on CANPLA leave. Such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

Status Following Leave

Upon return from CANPLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of CANPLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

Connecticut

Non-Harassment Policy

It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

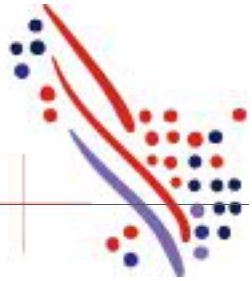
The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful.

For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

Harassment Defined

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

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define



unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violates this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters, or comments;
4. sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters, and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedure

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment or other harassment in violation of state law, the employee may file a formal complaint with the Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at www.ct.gov/CHRO.

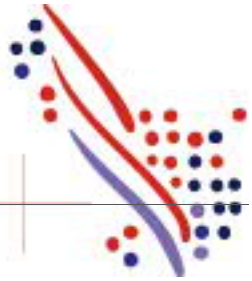
Individuals who engage in acts of sexual harassment or other harassment in violation of state law may be subject to civil penalties in the form of a cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment.

Family and Medical Leave Policy

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

Whenever permitted by law, the Company will run FMLA leave concurrently with CFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/CFMLA leave, they should contact their supervisor or ADP TotalSource at 866-400-6011



Eligibility

FMLA leave is available to "FMLA eligible employees". To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave**; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.
CFMLA leave is available to "CFMLA eligible employees". To be a "CFMLA eligible employee", an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,000 hours of service during the 12¬month period immediately preceding the commencement of the leave; and 3) be employed by an employer with 75 or more employees inside the state of Connecticut.

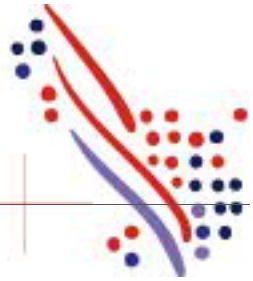
*Note that a covered Company under the FMLA is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year. A covered Company under the CFMLA is one which employs 75 or more employees. The employee count for purposes of the CFMLA is determined annually, every October 1st.
**** Special hours of service eligibility requirements apply to airline flight crew employees.

The determination of whether an employee has worked for the Company for at least the minimum number of hours in the past 12 months and has been employed by the Company for a total of at least 12 months must be made as of the date the leave is to start. If employees are on "non-FMLA leave" at the time they meet the FMLA and/or CFMLA eligibility requirements, only that portion of leaves taken for FMLA-qualifying reasons after they meet the eligibility requirements would be designated as "FMLA/ CFMLA leave."

When an employee requests family or medical leave, or when the Company acquires knowledge that an employee's leave may be for an FMLA and/or CFMLA-qualifying reason, the Company must notify the employee of the employee's eligibility to take FMLA/CFMLA leave within two business days, absent extenuating circumstances. Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA/CFMLA-qualifying reason in the applicable 12-or 24-month period. All FMLA/CFMLA absences for the same qualifying reason are considered a single leave and employee eligibility as to that reason for leave does not change during the applicable 12¬or 24-month period.

Entitlements

As described below, the FMLA and/or CFMLA provide(s) eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration.
The FMLA and CFMLA also entitle employees to certain written notices concerning their potential eligibility for and designation of FMLA and CFMLA leave.



Basic FMLA/CFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the CFMLA, an eligible employee may take up to 16 weeks of unpaid leave within a two year period. The one or two-year period, as the case may be, is determined based on a rolling 12 or 24-month period measured backward from the date an employee uses his/her FMLA and/or CFMLA leave. Where both laws apply, the leave provided by each will run concurrently.

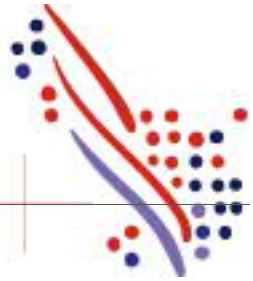
It is the Company's policy to provide the greater leave benefit provided under the FMLA or CFMLA and to run leave concurrently under the FMLA and CFMLA whenever possible.
Leave may be taken for any one, or for a combination, of the following reasons:

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

In addition to the entitlements outlined above, the CFMLA provides leave to care for a parent-in-law, civil union partner or same-sex spouse with a serious health condition.

A serious health condition under the FMLA and/or CFMLA is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, including inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. For additional information regarding conditions that qualify as "serious health conditions," please contact your supervisor or ADP TotalSource.



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

Additional Military Family Leave Entitlement (Injured Servicemember Leave

In addition to the entitlements outlined above, under the CFMLA an eligible employee is entitled to take up to 26 weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible employee's parent in law, civil union partner, or same-sex spouse with a serious health condition.

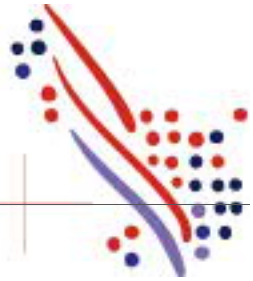
Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA- and/or CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.
When, during the single 12-month period, leave qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition, the Company will designate such leave as leave to care for a covered servicemember in the first instance, and such leave shall not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with other FMLA and/or CFMLA leave, the Company may retroactively designate leave as leave to care for a covered servicemember.

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

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

Intermittent Leave and Reduced Leave Schedules

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



intermittent or reduced schedule basis.

No Work While on Leave

The taking of another job while on FMLA/CFMLA leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

Protection of Group Health Insurance Benefits

During FMLA/CFMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

At the end of FMLA/CFRA leave, subject to some exceptions At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances.

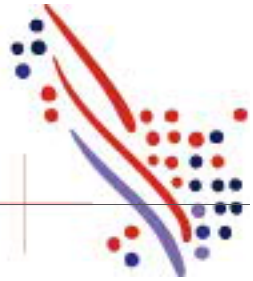
At the end of a leave under the CFMLA, an employee will be returned to his or her original job, unless that job is not available, in which case the employee will be returned to an equivalent position.

Use of FMLA and/or CFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

Notice of Eligibility for, and Designation of, FMLA/CFRA Leave

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

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



Employee FMLA/CFRA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA/CFMLA leave protections, employees must inform their supervisor or ADP TotalSource 866-400-6011 or email: Totalsource.FMLA@adp.com) of the need for FMLA/CFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFMLA-qualifying. For example, employees might explain that:

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

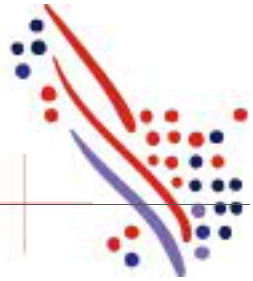
Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFMLA leave under this policy.

Employees must respond to the Company's requests for information to determine if absences are potentially FMLA/CFMLA-qualifying.

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

Timing of Employee Notice

Where the need for leave is foreseeable, employees must provide timely advance notice of the need to take family and medical leave; if leave is requested only under the FMLA, then 30 days' notice is required. Where possible, the Company requests that employees provide at least 30 days' notice of a foreseeable leave. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP



TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case (i.e., within one or two business days of learning of the need for the leave).

Employees must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA/ CFMLA leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/CFMLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/CFMLA, to the extent permitted by applicable law.

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employees' health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employees' health care provider.

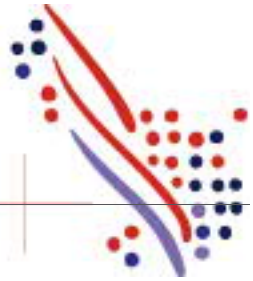
If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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

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

Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

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



certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/ CFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA/CFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with healthcare providers, the Company may deny FMLA/CFMLA leave if certifications are unclear, to the extent permitted by applicable law.

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

Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.
If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

The Company shall provide employees with copies of second or third medical opinions, upon request by employees. Requested copies shall be provided to employees within two business days unless extenuating circumstances prevent such action.

Medical Recertifications

Depending on the circumstances and duration of FMLA/ CFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave.

The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Return to Work/Fitness for Duty Medical Certifications

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

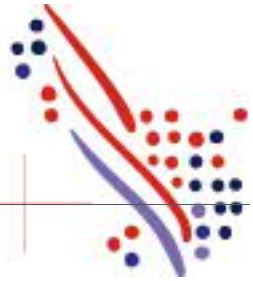
Submit Certifications Supporting Need for Military Family Leave

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

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

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

Employees must contact ADP TotalSource at 866-400-6011 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA/CFMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions cease.



Substitute Paid Leave for Unpaid FMLA and CFMLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time off while taking unpaid FMLA/CFMLA leave.

The substitution of paid time for unpaid FMLA/CFMLA leave time does not extend the length of FMLA/CFMLA leaves and the paid time will run concurrently with an employee's FMLA/CFMLA entitlement.
Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA/CFMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid disability benefits.

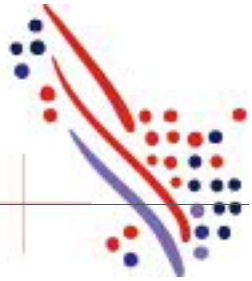
Pay Employee's Share of Health Insurance Premiums

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

If FMLA and/or CFMLA is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid family and medical leave.

Coordination of FMLA/CFRA Leave with Other Leave Policies

The FMLA and CFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with CFMLA and any other leave provided under state or local law.
For additional information concerning leave entitlements and obligations that might arise when FMLA/CFMLA leave is either not available or exhausted, please consult the Company's other leave policies in your Company handbook as applicable or contact your supervisor or ADP TotalSource.



Questions and/or Complaints about FMLA/CFRA Leave

If you have questions regarding this FMLA/CFMLA policy, please contact your supervisor or ADP TotalSource 866-400-6011 or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA and CFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFMLA.
The FMLA makes it unlawful for employers to 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA.

If employees believe their FMLA rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

District of Columbia

District of Columbia Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the D.C. Family and Medical Leave Act ("DCFMLA"). This policy provides employees with information concerning FMLA/DCFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with DC FMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/DCFMLA leave, they should ADP TotalSource at 1-866-400-6011.

Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite. Special hours of service eligibility requirements apply to airline flight crew employees.
DCFMLA leave is available to "DCFMLA eligible employees." To be a "DCFMLA eligible employee," the employee must: 1) have been employed by the Company for at least 1 year without a break in service except for regular holiday, sick or personal leave; 2) have worked at least 1,000 hours during the 12 month period preceding the leave; and 3) be employed by an employer with 20 or more employees in D.C.

Entitlements

As described below, the FMLA and/or DCFMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

Basic FMLA and DCFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The DCFMLA provides eligible employees up to 16 workweeks of unpaid leave for certain family reasons during a 24 month period. In addition, the DCFMLA provides eligible employees up to 16 workweeks of unpaid leave in a 24 month period for the employee's own serious health condition that makes the employee unable to perform the functions of his/her position. The 12 or 24-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. The total leave shall not exceed 12 weeks in any 12 month period (FMLA) or 32 weeks in any 24 month period (DCFMLA) except for leave to care for an injured servicemember which shall not exceed 26 weeks of leave during a single 12 month period as described in more detail below. Where both laws apply, the leave provided by each will run concurrently. It is the Company's policy to provide the greater leave benefit provided under the FMLA or DCFMLA and to run leave concurrently under the FMLA and DCFMLA whenever possible.

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

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse (or domestic partner or person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship - DCFMLA only), son, daughter (child can be over the age of 18 and can be a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility - DCFMLA only), parent (or parent-in-law- DCFMLA only) or a person to whom the employee is related by blood or legal custody (DCFMLA only), who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either

prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave)(FMLA Only)

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

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

Intermittent Leave and Reduced Leave Schedules

FMLA and/or DCFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA and/or DCFMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis. Unless agreed to by the Company, employees may not take family leave that only qualifies under the DCFMLA for a period of more than 24 months.

No Work While on Leave

The taking of another job while on FMLA/DCFMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

Protection of Group Health Insurance Benefits

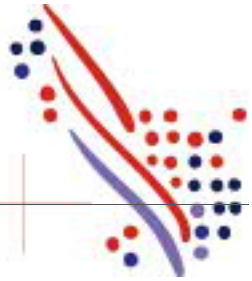
During FMLA and/or DCFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and their rights in such instances. As with FMLA leave, at the end of DCFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the DCFMLA, key employees may be denied job restoration if the employee is among the five highest paid employees of an employer of fewer than 50 persons or among the highest 10% of employees of an employer with 50 or more employees and the following conditions are met: (1) denial of restoration is necessary to prevent substantial economic injury to the Company's operations and the injury is not directly related to the leave that the employee took; and (2) the Company notifies the employee of the intent to deny restoration of employment and the basis for the decision at the time the Company determines denial of restoration of employment is necessary. Use of FMLA/DCFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/DCFMLA leave.

Notice of Eligibility for, and Designation of, FMLA and DCFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.
The Company may retroactively designate leave as FMLA/DCFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA/DCFMLA -qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/DCFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/DCFMLA leave.



Employee FMLA and DCFMLA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA and/or DCFMLA leave protections, employees inform their immediate supervisor or ADP TotalSource (866- 400-6011 or email: TotalSource.FMLA@adp.com) of the need for FMLA/DCFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or DCFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/DCFMLA-qualifying. For example, employees might explain that:

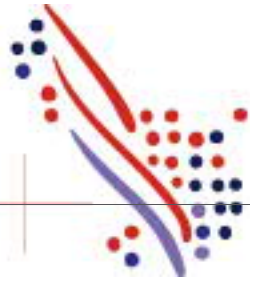
- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner and parent-in-law under DCFMLA) are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

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

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

Timing of Employee Notice

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



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

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

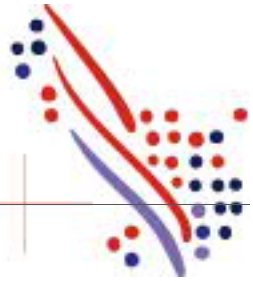
When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees,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

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

Submit Medical Certifications Supporting Need for FMLA/DCFMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA/DCFMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.
It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/DCFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If



employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear, to the extent permitted by applicable law.

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

Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.
If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

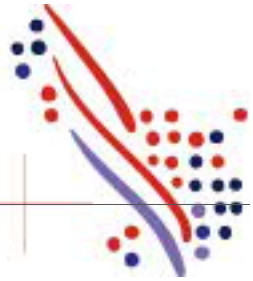
Depending on the circumstances and duration of FMLA/DCFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to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

Return to Work/Fitness for Duty Medical Certifications

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

Submit Certifications Supporting Need for Military Family Leave

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



issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

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

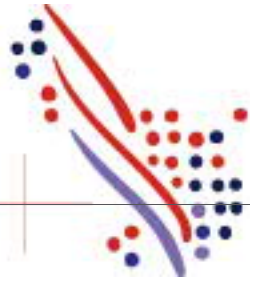
Substitute Paid Leave for Unpaid FMLA and DCFMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use accrued paid time while taking unpaid DCFMLA leave. The substitution of paid time for unpaid FMLA and/or DCFMLA leave time does not extend the length of FMLA/DCFMLA leave and the paid time will run concurrently with the employee's FMLA/DCFMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA and/or DCFMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

Pay Employee's Share of Health Insurance Premiums

During FMLA/DCFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/DCFMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA/DCFMLA leave is unpaid, employees must pay their portion of the group health premium using a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/DCFMLA leave.



Coordination of FMLA/ DCFMLA Leave with Other Leave Policies

The FMLA and DCFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or DCFMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/DCFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact the Head of Human Resources.

Questions and/or Complaints about FMLA and DCFMLA Leave

If employees have questions regarding this FMLA/DCFMLA policy, your supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/HFLL.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Head of Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Hawaii

About ADP TotalSource

ADP TotalSource is a human resources management firm in a business popularly referred to as a “Professional Employer Organization” (“PEO”). The Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. As one of the organizations that pioneered the Professional Employer Organization (PEO) industry in the early 1980s, ADP TotalSource sets the standard for experience, integrity, and financial strength. ADP TotalSource provides our clients with the most up-to-date human resources offerings not otherwise available to many employers and their employees.

Our goal is to help your Company provide you with the best employment experience possible. We trust that once you understand the nature and breadth of our services, you will agree! Under this arrangement certain employment responsibilities are allocated between ADP TotalSource and the Company. The PEO relationship will not change your relationship with the Company. The Company will remain your employer and ADP TotalSource will become your co-

employer for certain employment responsibilities.

As before, the Company continues to solely maintain daily supervision and management of its employees. In addition, all day-to-day operations and all organizational decisions will solely remain with the Company. In the event of a conflict between any lawful Company-specific handbook provision and these Basic Employment Policies the Company handbook will control.

Your relationship with ADP TotalSource does not affect any pending or future employment agreements, severance agreements, expense reimbursement agreements, bonus or commission plans, non-competition agreements or any other agreement between you and the Company. You and the Company are still subject to the terms of any such Agreements to the same extent that you were before ADP TotalSource's involvement.

ADP TotalSource will assist the Company in the administration of vacation, sick, PTO, bonus, commissions, severance or expense reimbursements and will process these payments at the direction of the Company. However, if the Company fails to provide ADP TotalSource with the funding to process these payments, the Company is responsible and not ADP TotalSource. ADP TotalSource is responsible for unemployment claims administration, workers compensation claims administration, and offering temporary disability insurance as well as prepaid health care coverage.

Hawaii Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Hawaii Family Leave Law ("HFLL"). This policy provides employees with information concerning FMLA and/or HFLL entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with HFLL and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or HFLL leave, they should contact their supervisor or ADP TotalSource.

Eligibility

The eligibility requirements under the FMLA and HFLL are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for HFLL leave and visa versa. If both laws are applicable, leave under both laws runs concurrently.

FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12¬month period immediately preceding the

commencement of the leave**; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

HFLL Eligibility
To be eligible for HFLL, an employee must: have worked for a covered Company* for at least 6 months.

*Note a covered Company under the FMLA is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year. A covered Company under the HFLL is one which has 100 or more employees in Hawaii for each working day during each of 20 or more calendar weeks in the current or preceding calendar year.

**** Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

As described below, the FMLA and HFLL provide eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA and HFLL also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

Basic FMLA and HFLL Leave Entitlement
The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The HFLL provides eligible employees with up to 4 weeks of unpaid leave within any 12-month period. The 12-month period is determined based on a rolling 12-month
period measured backward from the date an employee uses his/ her FMLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or HFLL and to run leave concurrently under the FMLA and HFLL whenever possible.

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

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse (or reciprocal beneficiary – HFLL only), son, daughter (child can be over the age of 18 -HFLL only) or parent (or stepchild, grandchild, legal ward, reciprocal beneficiary, parent-in-law, stepparent, grandparent or grandparent in law -HFLL only) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the

Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members. (FMLA only).

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the HFLL, a serious health condition is a physical or mental condition that warrants the participation of the employee to provide care during the period of treatment or supervision by a heath care provider, and: 1) involves inpatient care in a hospital, hospice or residential care facility; or 2) requires continuing treatment or continuing supervision by a health care provider.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

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

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

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

Intermittent Leave and Reduced Leave Schedules

FMLA and/or HFLL leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and HFLL), due to birth, adoption or foster care (HFLL only) or the serious injury or illness of a covered servicemember

(FMLA only). HFLL, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12¬month period beginning on the date of birth or placement.

No Work While on Leave

The taking of another job while on FMLA/HFLL leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

Protection of Group Health Insurance Benefits

During FMLA and/or HFLL leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave. As with FMLA leave, at the end of HFLL leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the HFLL.

Notice of Eligibility for, and Designation of, FMLA and HFLL Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA- qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.
The Company may retroactively designate leave as FMLA and/ or HFLL leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-or HFLL-qualifying at an earlier date did not cause harm or injury to the employee, to the extent permitted by law. In all cases where leaves qualify for FMLA and/or HFLL protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or HFLL leave.

Employee FMLA and/or HFLL Leave Obligations

Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or HFLL leave must timely notify the Company of their need for FMLA and/or HFLL leave.

The following describes the content and timing of such employee notices.

Content of Employee Notice

To trigger FMLA and/or HFLL leave protections, employees must inform their supervisor or ADP TotalSource 866-400-6011 or email: Totalsource.FMLA@adp.com) of the need for FMLA/ HFLL-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or HFLL leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/HFLL-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including reciprocal beneficiary, parent-in-law or grandparent or grandparent in-law under HFLL) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (FMLA only); or a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA/

HFLL leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA/HFLL-qualifying.

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

Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA and/or HFLL leave when the need is foreseeable.

When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or HFLL notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

Employees must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA/ HFLL leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/HFLL leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/HFLL, to the extent permitted by applicable law.

Cooperate in the Scheduling of Planned Medical Treatment (including accepting transfers to alternative positions) and Intermittent Leave or Reduced Leave Schedules

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

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

are qualified and which better accommodate recurring periods of leave.

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

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

Depending on the nature of FMLA/HFLL leave sought, employees may be required to submit medical certifications supporting their need for FMLA/HFLL-qualifying leave. As described below, there generally are three types of medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.
It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/HFLL medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least 7 calendar days to cure deficiencies.

The Company will deny FMLA/HFLL leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.
With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications.

If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear, to the extent permitted by applicable law. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

Initial Medical Certifications

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

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

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

Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from FMLA/HFLL leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

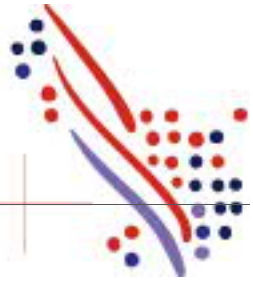
Submit Certifications Supporting Need for Military Family Leave

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

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

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

Employees must contact ADP TotalSource at 866-400-6011, periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA and/or HFLL leave



period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions cease.

Substitute Paid Leave for Unpaid FMLA and HFLL Leave

Employees must (unless the Company specifically informs employees otherwise use any accrued paid time while taking unpaid FMLA and/or HFLL leave. The substitution of paid time for unpaid FMLA and/or HFLL leave time does not extend the length of FMLA and/or HFLL leaves and the paid time will run concurrently with an employee's FMLA and/or HFLL entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/HFLL leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

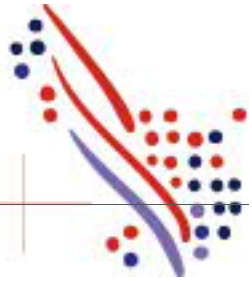
Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA/HFLL leave, employees are entitled to continued applicable group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late.

If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/HFLL leave.

Coordination of FMLA/HFLL Leave with Other Leave Policies

The FMLA and/or HFLL do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights. However, whenever



permissible by law, the Company will run FMLA leave concurrently with HFLL and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/HFLL leave is either not available or exhausted, please consult the Company's other leave policies in your handbook as applicable or contact your supervisor or ADP TotalSource.

Questions and/or Complaints about FMLA/HFLL Leave

If you have questions regarding this FMLA/HFLL policy, please contact your supervisor or ADP TotalSource at 866-400-6011. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/HFLL.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Illinois

Discrimination and Sexual Harassment Notice

In compliance with the Illinois Human Rights Act ("Act"), all employees have the right to be free from unlawful discrimination or sexual harassment. This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act. This applies to all employer actions, including hiring, promotion, discipline and discharge.

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy and disability. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled.

Retaliation

It is also unlawful for employers to treat people differently because they have reported discrimination, participated in an investigation, or helped others exercise their right to complain about discrimination.

Reporting Procedures

Aside from the internal complaint process at the Company employees may choose to file a charge of discrimination or sexual harassment under the Act with the IDHR. The charge process for violations of the law can be initiated by completing the form at https://www2.illinois.gov/DHR/Pages/default.aspx or by contacting the IDHR at IDHR.Intake@illinois.gov, or any of these offices:

Chicago Office
100 W. Randolph St., 10th Floor
Intake Unit
Chicago, IL 60601
(312) 814-6200
(866) 740-3953 (TTY)
(312) 814-6251 (Fax)

Springfield Office
535 W. Jefferson Street, 1st Floor
Intake Unit
Springfield, IL 62702
(217) 785-5100
(866) 740-3953 (TTY)
(217) 785-5106 (Fax)

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

Pregnancy Accommodations

In compliance with Illinois law, the Company will not discriminate against an employee because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the Company's business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave.

An employee will not be required to accept an accommodation that she did not request or to which she did not agree, nor will an employee be forced to take leave if another reasonable accommodation is available. The employee may be required to provide certification from the employee's health care provider concerning her need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

a) medical justification for the requested accommodation(s);
b) a description of the reasonable accommodation(s) medically advisable;

c) the date the accommodation(s) became advisable; and
d) the probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against employees if such decision is based on the employer's need to make a reasonable accommodation, and the Company will not retaliate against an employee who requests an accommodation or otherwise exercises her rights under the Illinois Human Rights Act. The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at http://www.illinois.gov/dhr.

Chicago Office	Springfield Office	Marion Office
100 W. Randolph St.	222 South College	2309 West Main St.
10th Floor	Room 101-A	Suite 112
Intake Unit	Intake Unit	Intake Unit
Chicago, IL 60601	Springfield, IL 62704	Marion, IL 62959
(312) 814-6200	(217) 785-5100	(618) 993-7463

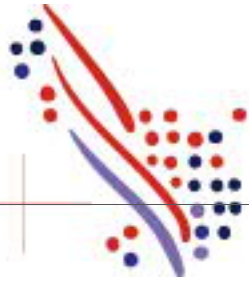
Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

Maine

Non-Harassment

It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.



Harassment Defined

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

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

Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;

10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Examples of retaliation include aiding, abetting, inciting, compelling or coercing another to do any types of unlawful discrimination; obstructing or preventing any person from complying with the Maine Human Rights Act; attempting to do any act of unlawful discrimination; and punishing or penalizing, or attempting to punish or penalize, any person for seeking to exercise any of the civil rights declared by the Act or for complaining of a violation of the Act or for testifying in any proceeding brought in this subsection. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency set forth below. Using the Companies' complaint process does not prohibit employees from filing a complaint with this agency.

Maine Human Rights Commission 51 State House Station Augusta, ME 04333-0051 PHONE: 207-624-6050 TTY/TTD: 207-624-6064 FAX: 207-624-6063

Employees may file a complaint with the Maine Human Rights Commission within 300 days of the date of alleged sexual harassment.

Family and Medical Leave

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact their supervisor or ADP TotalSource.
In addition to the leave available under the Company's Family and Medical Leave Act ("FMLA") policy, employees in the state of Maine also are eligible for leave under the Maine Family and Medical Leave Act ("MFLA").

Under the MFLA, eligible employees may take up to 10 weeks of unpaid leave within any 24 month period based on a rolling12-month period measured backward from the date an employee uses his/her leave. for the employee's serious health condition; the birth of the employee's child or the employee's domestic partner's child; the placement of a child 16 years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner; a serious health condition of a child, domestic partner's child, parent, domestic partner, sibling or spouse; the donation of an organ by the employee for human transplant; and/or the death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child as a member of the state or federal military forces dies or incurs a serious health condition while on active duty.

Where both the federal and MFLA laws apply, any leave taken will be counted under both laws at the same time.

Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave*; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.
In order to be eligible for leave under the MFLA, an employee must have worked for the Company or ADP TotalSource for at least 12 consecutive months immediately preceding the request for leave and work for an employer at a Maine worksite with 15 or more employees.

** Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

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

Basic FMLA / MFLA Leave Entitlement:

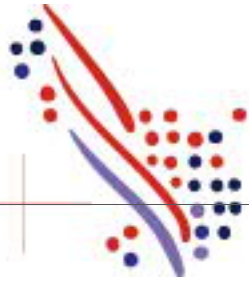
The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any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

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

The MFLA provides eligible employees up to 10 workweeks of unpaid leave in any two year period.

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

- The employee's own serious health condition;
- To care for the employee's child after birth, or placement of a child 16 years of age or less with the employee for adoption;
- Serious health condition of a child, parent, sibling, spouse or domestic partner;
- An organ donation by the employee; and/or
- The death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if they die or incur a serious health condition as a member of the statemilitary forces, or the United States Armed Forces, including the National Guard and Reserves while on active duty.



A sibling under the MFLA is defined as a sibling of an employee who is jointly responsible with the employee for each other's common welfare as evidence by joint financial and living arrangements.

A domestic partner under the MFLA is a mentally competent adult that has been legally domiciled with the employee for at least 12 months, is not legally married to or legally separated from another individual, is the sole partner of the employee and expects to remain so, is not a sibling of the employee; and is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave)

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

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

veterans."

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

Intermittent Leave and Reduced Leave Schedules

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

No Work While on Leave

The taking of another job while on leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work. If leave is solely pursuant to MFLA, the employee may be required to pay the full health insurance premium during leave.

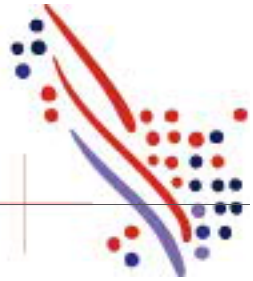
Restoration of Employment and Benefits

At the end of leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury (FMLA only) , employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

Notice of Eligibility for, and Designation of, FMLA Leave

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



leave entitlement.

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

Employee Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger leave protections, employees must inform their supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com) of the need for qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is qualifying. For example, employees might explain that:

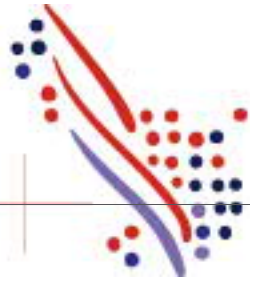
- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military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

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

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

Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case.



Employees, who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy leave notice obligations, may have leave delayed or denied.

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider.

If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

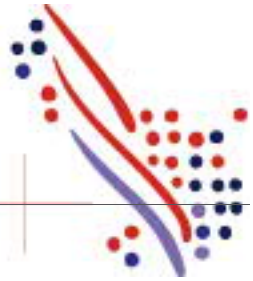
When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees,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

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

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

Depending on the nature of the leave sought, employees may be required to submit medical certifications supporting their need for qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an



employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny leave if certifications are unclear. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.
If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

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

Return to Work/Fitness for Duty Medical Certifications

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

Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered

military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested.

Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

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

Substitute Paid Leave for Unpaid Leave

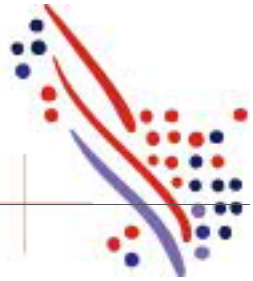
Employees must use any accrued paid time while taking unpaid leave (unless the Company specifically informs employees that this will not be required).

The substitution of paid time for unpaid leave time does not extend the length of FMLA / MFLA leave and the paid time will run concurrently with an employee's FMLA / MFLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any leave entitlement.
Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. If leave is solely pursuant to MFLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.
If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee



that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Questions and/or Complaints about Leave

If you have questions regarding this policy, please contact your supervisor or ADP TotalSource (866-400-6011) or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA / MFLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA / MFLA.

The FMLA and MFLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA / MFLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA / MFLA or involvement in any proceeding under or relating to FMLA / MFLA. If employees believe their FMLA / MFLA rights have been violated, they should contact ADP TotalSource immediately.

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

Coordination of FMLA / MFLA Leave with Other Leave Policies

The FMLA / MFLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA / MFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact your supervisor or ADP TotalSource.

Massachusetts

Non-Harassment

It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

Harassment Defined

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

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

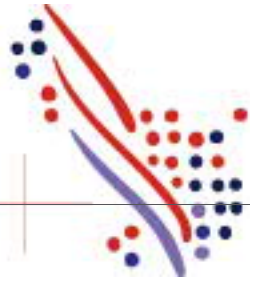
Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;



3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

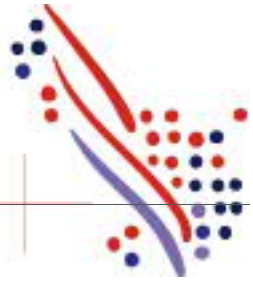
Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency



or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Room 601 Boston, Massachusetts 02108 (617) 727-3990

Springfield Office: 436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

Maryland

Reasonable Accommodation for Disabilities Due To Pregnancy

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, the Company will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on the Company. Such accommodations may include:

- changing the employee's job duties;
- changing the employee's work hours,
- relocating the employee's work area;
- providing mechanical or electrical aids;
- transferring the employee to a less strenuous or less hazardous position; or
- providing leave.

The Company may require an employee to provide a certification from the employee's health care provide concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities.
A certification should include:

(i) the date the reasonable accommodation became medically advisable; (ii) the probable duration of the reasonable accommodation; and (iii) an explanatory statement as to the medical advisability of the reasonable accommodation.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact their manager.

Montana

About ADP TotalSource

ADP TotalSource is a human resources management firm in a business popularly referred to as a "Professional Employer Organization" ("PEO"). The Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. As one of the organizations that pioneered the Professional Employer Organization (PEO) industry in the early 1980s, ADP TotalSource sets the standard for experience, integrity, and financial strength. ADP TotalSource provides our clients with the most up-to-date human resources offerings not otherwise available to many employers and their employees.

Our goal is to help your Company provide you with the best employment experience possible. We trust that once you understand the nature and breadth of our services, you will agree! Under this arrangement certain employment responsibilities are allocated between ADP TotalSource and the Company.

The PEO relationship will not change your relationship with the Company. The Company will remain your employer and ADP TotalSource will become your co-employer for certain employment responsibilities. As before, the Company continues to solely maintain daily supervision and management of its employees. In addition, all day-to-day operations and all organizational decisions will solely remain with the Company. In the event of a conflict between any lawful Company-specific handbook provision and these Basic Employment Policies the Company handbook will control.
Your relationship with ADP TotalSource does not affect any pending or future employment agreements, severance agreements, expense reimbursement agreements, bonus or commission plans, non-competition agreements or any other agreement between you and the Company. You and the Company are still subject to the terms of any such Agreements to the same extent that you were before ADP TotalSource's involvement.

ADP TotalSource will assist the Company in the administration of vacation, sick, PTO, bonus, commissions, severance or expense reimbursements and will process these payments at the direction of the Company. However, if the Company fails to provide ADP TotalSource with the funding to process these payments, the Company is responsible and not ADP TotalSource.

The Professional Employer (PEO) statutes in the state of Montana require that we notify you of the following:
ADP TotalSource, Inc. reserves a right of direction and control over any Company employee assigned to your Company's location. However, your Company will retain sufficient direction and control over Company employees in order to conduct business and without which direction and control your Company would be unable to conduct business, discharge fiduciary responsibilities or comply with state licensing.

ADP TotalSource, Inc. also retains authority to hire, terminate, discipline and reassign Company employees. Your Company has the right to accept or cancel the assignment of a Company employee.

Nature of At-Will Employment

ADP TotalSource fully complies with all provisions of the Montana Wrongful Discharge Act except to the extent any employee is subject to a probationary period such employment is at-will during the probationary period. Your at-will status with ADP TotalSource (if applicable) may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the President of ADP TotalSource. If the contractual relationship between ADP TotalSource and your Company is terminated for any reason, you will no longer be a co-employee of ADP TotalSource.
Please note that the reference to employment "at-will" does not change your employment status with your Company as it existed before ADP TotalSource.

At-will employment means that you, your Company and ADP TotalSource are free to end the employment relationship at any time, for any or no reason, with or without cause or advance notice to the extent permitted by law.
Subject to very few exceptions, employment in the United States is generally at-will unless a separate arrangement (i.e. an employment contract) with your Company indicates to the contrary. Your employment at-will status with the Company (if applicable) may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the Owner, President or CEO of the Company.

ADP TotalSource has the sole discretion to alter these policies from time to time. Revisions to these policies may supersede or eliminate one or more existing policies and that all such changes will be communicated through official notices.

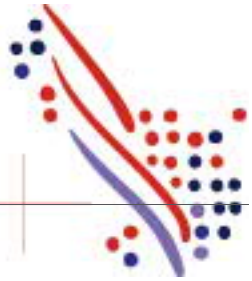
If your position requires additional pre-employment criteria, such as a driver's examination, a background investigation and/ or a pre-employment drug test and if you have been offered employment before any such investigation or test is completed, your employment is contingent upon a satisfactory result on all required tests.

New Jersey

Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law.

If employees have any questions concerning FMLA and/or NJFLA leave, they should contact their supervisor or ADP TotalSource at 866-400-6011.



Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12¬month period immediately preceding the commencement of the leave**; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must: 1) have been employed by ADP TotalSource or an otherwise covered
Company* in New Jersey for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.
* Note that a covered Company under the FMLA and NJFLA is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.

** Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration. The FMLA and NJFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12 or 24-month period is determined based on a rolling 12 or 24-month period measured backward from the date an employee uses his/her FMLA leave. It is the Company policy is to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

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

- To care for the employee's child after birth, or placement for adoption (or foster care -FMLA only);
- To care for the employee's spouse (or partner in a civil union -NJFLA only), son, daughter or parent (or parent-in-law - NJFLA only) who has a serious health condition;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members. (FMLA only).

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness.

FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

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

serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

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

Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA) or the serious injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

No Work While on Leave

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

Protection of Group Health Insurance Benefits

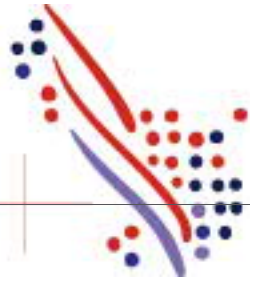
During FMLA leave only, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: 1) the employee is a salaried employee among the highest paid 5 percent of employees or one of the seven highest paid employees; and 2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company’s operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee’s leave already has begun, the employee must return to work within two weeks.



Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

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

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

Employee FMLA and/or NJFLA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA and/or NJFLA leave protections, employees must inform their supervisor or ADP TotalSource supervisor or ADP TotalSource ((866-400-6011or email: Totalsource. FMLA@adp.com)of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/NJFLA- qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA

leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA¬protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

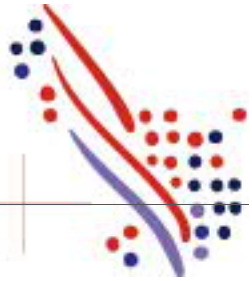
Employees must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA/ NJFLA leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/NJFLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/NJFLA, to the extent permitted by applicable law.

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider.

If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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



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

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

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.
It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

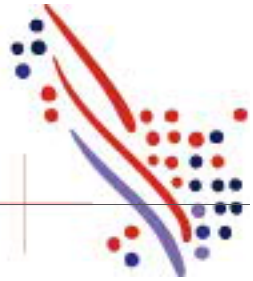
With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member.

If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.



Medical Recertifications

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

Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, an employee returning to work from FMLA leave that was taken because of his/her own serious health conditions that made
the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/ or deny job restoration until the employee provides a return to work/fitness for duty certification.

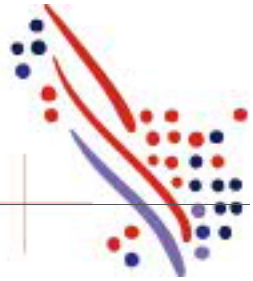
Submit Certifications Supporting Need for Military Family Leave

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

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

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

Employees must contact ADP TotalSource at 866-400-6011, periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA and/or NJFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.



Substitute Paid Leave for Unpaid FMLA and NJFLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time while taking unpaid FMLA and/or NJFLA leave. The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with an employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits, workers' compensation benefits and New Jersey Family Leave Benefits.

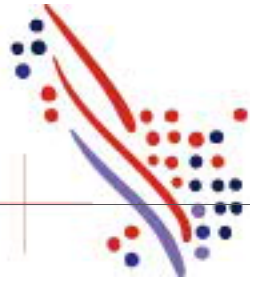
Pay Employee's Share of Health Insurance Premiums

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

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Coordination of FMLA/NJFLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State, local law or collective bargaining agreement that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/ NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in



your Company Handbook as applicable or contact your supervisor or ADP TotalSource.

Questions and/or Complaints about FMLA/NJFLA Leave

If you have questions regarding this FMLA/NJFLA policy, please contact your supervisor or ADP TotalSource ADP TotalSource ((866-400-6011 or email: Totalsource.FMLA@adp.com). The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

New York

Non-Harassment

It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The ##Company## also prohibits retaliation as defined below. All such conduct will not be tolerated by the ##Company##.

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

Definition of Harassment

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

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

Definition of Sexual Harassment

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violates this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and

12. teasing or other conduct directed toward a person because of the person's gender.

Definition of Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- any action that would discourage the employee from reporting harassment (including sexual harassment) or retaliation;
- shunning and avoiding an individual who reports harassment (including sexual harassment) or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment (including sexual harassment) or retaliation; and
- denying employment benefits because an applicant or employee reported or encouraged another employee to report harassment (including sexual harassment) or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager. If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Written complaints can be submitted internally using the form provided in this supplement.

Every supervisor who learns of any employee' concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to his or her manager or Human Resources.

Investigation Procedures

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

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

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

Legal Protections and External Remedies

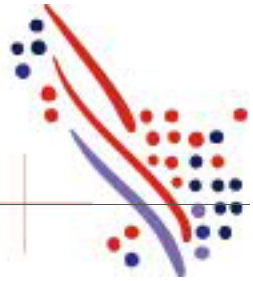
Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within three (3) years of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.
Complaining internally to the Company does not extend the time to file with DHR or in court. The one (1) year or three (3) years is counted from the date of the most recent incident of harassment.

An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.
DHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages,



attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

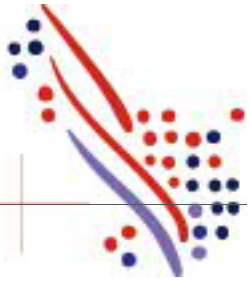
Local Protections

Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Remember, the Company cannot remedy claimed harassment (including sexual harassment) or retaliation unless individuals bring these claims to the attention of management. Please report any conduct that violates this policy.



Sexual Harassment Complaint Form

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the your supervisor or next level manager (attach additional sheets as needed) . If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Non -Harassment policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in the Non-Harassment policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

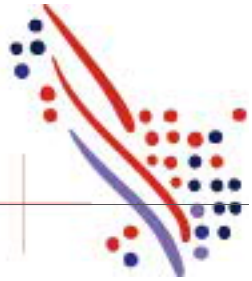
Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1. Please tell us who you believe has violated our policy against non-harassment, including sexual harassment. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other)?

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

3. Please provide specific date(s) the alleged harassment, including sexual harassment, occurred. Additionally, please advise if the alleged harassment is continuing.



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

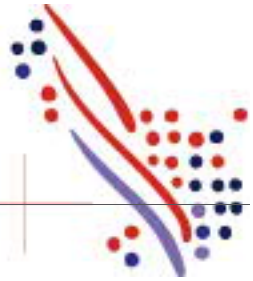
This last question is optional, but may help the investigation

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

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Sign and date this form below

Signature: _____ Date: _____



New York Reproductive Health Discrimination Policy

The Company may not:

- discriminate or take any retaliatory personnel action against the employee with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the employee's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or

- require employees to sign a waiver or other document that purports to deny employees the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

The Company may also may not access the employee's personal information regarding the employee's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

Employees may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the Company if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless the Company proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for employees exercising any rights granted under this policy shall subject the Company to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing employees for: making or threatening to make a complaint to the Company, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the Company.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact their supervisor. If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Paid Family Leave

Eligibility Requirements

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date Paid Family Leave (PFL) begins (or who have a regular work schedule of less than 20

hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. Paid time off can be counted toward an employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. Employees have the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is:

- 20 or more hours per week but the employee will not work 26 consecutive weeks; or
- fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive-week period

Entitlement

PFL is available to eligible employees for up to eight (8) weeks (increases to 10 weeks on or after January 1, 2019 and up to 12 weeks on or after January 1, 2021) within any 52-consecutive-week period. PFL is available for any of the following reasons:

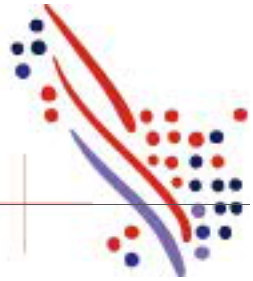
1. to participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, parent-in-law, grandchild or grandparent) with a serious health condition; or
2. to bond with the employee's child during the first 12 months after the child's birth, adoption or foster care placement; or
3. for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

The 52-consecutive-week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 50 percent of the employee's average weekly wage or 50 percent of the state average weekly wage, whichever is less (increases to 55 percent on or after January 1, 2019, 60 percent on or after January 1, 2020 and 67 percent or after January 1, 2021). The Company and an employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52-consecutive-calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If an employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. An employee receiving



reduced earnings may be eligible for PFL.

Leave may not be taken for any one of, or for a combination of, the following reasons:

1. for a birth mother's pregnancy or prenatal conditions;
2. for an employee's own health condition; and/or
3. for an employee's own qualifying military event.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Effective February 3, 2019, a "serious health condition" will include preparation for and recovery from surgery related to organ or tissue donation.

Use of Leave

An employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of leave to which an employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities

An employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure by the employee to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. An employee requesting PFL must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to the Company's insurance carrier: 1) Bonding Certification: PFL-2 Form plus documentation; 2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 3) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from Aetna Customer Care Center at (888)-200-6790. The office is open Monday-Friday from 8:00AM to

8:00PM (EST).

To request leave employee should contact the MetLife Customer Solutions Center at 1-877- ADPTS01 (877-237-8701). The office is open on Monday-Friday from 8:00AM to 11:00PM (EST). MetLife will then provide employees with direction on what additional information will be needed to process the leave claim. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving an employee's completed forms.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with his or her manager prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. While on PFL, employees may continue to accrue sick or vacation time.if permitted by the Company's policy. Contact your manager for more information.

Leave Concurrent with FMLA

The Company will require an employee who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, the Company may deduct one (1) day of PFL from an employee's annual available PFL.

Questions and/or Complaints about PFL

If employees have any questions regarding this policy, they should contact their manager or ADP TotalSource (866-400-6011or email: Totalsource.FMLA@adp.com . For additional information concerning leave entitlements and obligations

that might arise when PFL is either not available or exhausted, please consult the Company's other leave policies or contact your manager. The Company is committed to complying with the PFL and will interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or they have been denied job restoration as a result of requesting and/or taking PFL, they must send Company management a formal request for job reinstatement using the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of https://www.ny.gov/PaidFamilyLeave. Employees must file the completed form with the Company and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030.

If the Company does not comply with an employee's request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York Paid Family Leave website. Once an employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.

Pennsylvania

Notice to Philadelphia Employees Regarding Unpaid Wages

Employees who work in Philadelphia may file a wage theft complaint or bring a civil action for unpaid wages pursuant to Philadelphia's Wage Theft Ordinance ("Ordinance"). A signed wage theft complaint, in which the alleged unpaid wages are equal to or greater than the minimum threshold amount of $100 and equal to or less than the maximum threshold amount of $100,000, must be filed with the wage theft coordinator in the Mayor's Office of Benefits and Wage Compliance less than three (3) years from the date the alleged wage theft occurred. Retaliation against an employee for exercising rights provided under the Ordinance, such as filing a complaint or bringing a civil action, is prohibited.

Rhode Island

Harassment

It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status),

sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

The purpose of this policy is not to regulate our employees personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

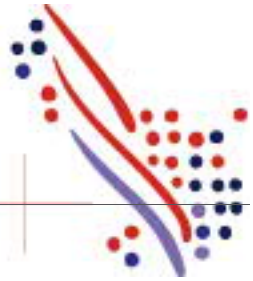
Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's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

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

Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.



Examples of conduct that violates this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor (Phone numbers and addresses are available through the Company directory.). If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager (Phone numbers and addresses are available through the Company directory.) . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they

have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if they feel subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661
The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

Family and Medical Leave.

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Rhode Island Family Leave Act ("RIFLA"). This policy provides employees information concerning FMLA and/or RIFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or RIFLA leave, they should contact your supervisor or ADP TotalSource.

Employees Eligible for FMLA and RIFLA Leave

The eligibility requirements under the FMLA and RIFLA are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for RIFLA leave and vice versa. If both laws are applicable, leave under both laws runs concurrently.

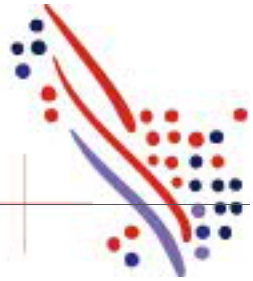
FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave*; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

* Special hours of service eligibility requirements apply to airline flight crew employees.

RIFLA Eligibility

To be eligible for RIFLA, an employee must: 1) be a full- time employee and have worked for the Company or ADP TotalSource for an average of 30 or more hours a week for 12 consecutive months.



Employee Entitlements for FMLA and RIFLA Leave

As described below, the FMLA and RIFLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and RIFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

Basic FMLA and RIFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The RIFLA provides eligible employees with up to 13 weeks of consecutive unpaid leave within any two calendar year period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.] The total FMLA leave shall not exceed 12 weeks in any 12-month period except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger -RIFLA) (or foster care -FMLA only);
- To care for the employee's spouse, son, daughter or parent (or parent-in-law -RIFLA only) who has a serious health condition (FMLA only) or serious illness (RIFLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only) or serious illness (RIFLA only); and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. (FMLA only). This leave also is available for family members of active duty service members.

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment. Under the RIFLA, a serious illness is a disabling physical or mental illness, injury, impairment or condition that involves inpatient care in a hospital, a nursing home or a hospice or outpatient care requiring continuing treatment or supervision by a health care provider.
Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)

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

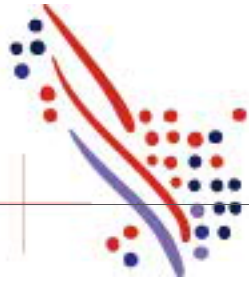
A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals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

Intermittent Leave and Reduced Leave Schedules

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

Leave Because of the Birth or Placement of a Child

Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care -FMLA only) generally must be concluded within the



12-month period beginning on the date of birth or placement.

Protection of Group Health Insurance Benefits during Leave

During leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work. Pre-payment of premiums may be required under RIFLA.

Restoration of Employment and Benefits

FMLA

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

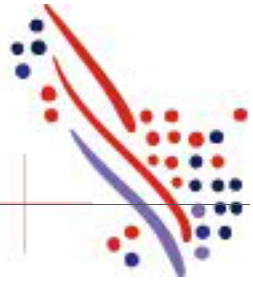
The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as an employee among the highest paid 10 percent of all employees who is employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

RIFLA

As with FMLA leave, at the end of RIFLA leave, subject to limited exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

Notice of Eligibility for, and Designation of, FMLA and RIFLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.
The Company may retroactively designate leave as FMLA and/ or RIFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-or RIFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/ or RIFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or RIFLA leave.



Employee FMLA and/or RIFLA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA and/or RIFLA leave protections, employees must inform their supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com) of the need for FMLA/RIFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or RIFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/RIFLA-qualifying. For example, employees might explain that:

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

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

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

Timing of Employee Notice

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

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider.

An employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of an employee's health care provider. If an employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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

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

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

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/RIFLA-qualifying leave. As described below, there generally are three types of medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical

certifications.

With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year
If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

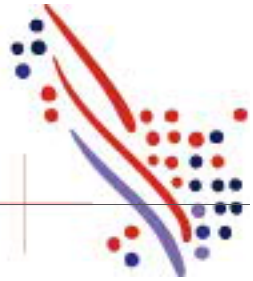
Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least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

Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from leave that was taken because of his/her own serious health condition that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide:



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

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

Substitute Paid Leave for Unpaid FMLA and RIFLA Leave

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave. (Unless the Company specifically informs employees that this will not be required). The substitution of paid time for unpaid FMLA and/or RIFLA leave time does not extend the length of FMLA and/or RIFLA leaves and the paid time will run concurrently with an employee's FMLA and/or RIFLA entitlement.

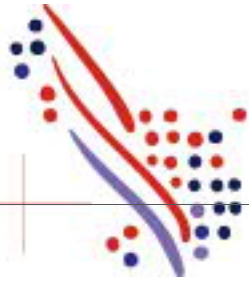
During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/RIFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.]

Pay Employee's Share of Health Insurance Premiums

As noted above, during leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work.

Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not



return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.]

Report Periodically Concerning Intent to Return to Work

Employees must contact ADP TotalSource at 866-400-6011 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period] If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource 866-400-6011 or email: TotalSource. FMLA@adp.com) with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date). If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions cease.

Coordination of FMLA/RIFLA Leave with Other Leave Policies

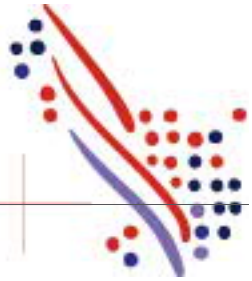
The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the RIFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with RIFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/RIFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact your supervisor or ADP TotalSource.

Questions and/or Complaints about FMLA/RIFLA Leave

If you have questions regarding this FMLA/RIFLA policy, please contact your supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/RIFLA.

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

If employees believe their rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.



South Carolina

About ADP TotalSource

ADP TotalSource is a human resources management firm in a business popularly referred to as a "Professional Employer Organization" ("PEO"). The Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. As one of the organizations that pioneered the Professional Employer Organization (PEO) industry in the early 1980s, ADP TotalSource sets the standard for experience, integrity, and financial strength. ADP TotalSource provides our clients with the most up-to-date human resources offerings not otherwise available to many employers and their employees.

Our goal is to help your Company provide you with the best employment experience possible. We trust that once you understand the nature and breadth of our services, you will agree!
Under this arrangement certain employment responsibilities are allocated between ADP TotalSource and the Company. The PEO relationship will not change your relationship with the Company. The Company will remain your employer and ADP TotalSource will become your co-employer for certain employment responsibilities.
As before, the Company continues to solely maintain daily supervision and management of its employees. In addition, all day-to-day operations and all organizational decisions will solely remain with the Company. In the event of a conflict between any lawful Company-specific handbook provision and these Basic Employment Policies the Company handbook will control.

Your relationship with ADP TotalSource does not affect any pending or future employment agreements, severance agreements, expense reimbursement agreements, bonus or commission plans, non-competition agreements or any other agreement between you and the Company. You and the Company are still subject to the terms of any such Agreements to the same extent that you were before ADP TotalSource's involvement.
ADP TotalSource will assist the Company in the administration of vacation, sick, PTO, bonus, commissions, severance or expense reimbursements and will process these payments at the direction of the Company. However, if the Company fails to provide ADP TotalSource with the funding to process these payments, the Company is responsible and not ADP TotalSource.

Title 40 of the South Carolina Code of Law requires that we provide you with a written explanation stating, substantially, the terms of the agreement between Company and us. As a PEO, we have agreed to assume responsibility for the payment of wages to you and for collection and payment of any payroll taxes. Additionally, we have agreed to retain the right of direction and control over Company employees, and the right to hire, fire, discipline, and reassign employees. We have also agreed to retain the right of control over the adoption of employment and safety policies and the management of workers'' compensation claims, claim filings, and related procedures.

Should you have any questions or concerns regarding our agreement with Company, you may contact us at 844-448-0325 or the South Carolina Department of Consumer Affairs which licenses and regulates PEOs at:
SC Department of Consumer Affairs, 293 Greystone Boulevard, Ste 400, P.O. Box 5757, Columbia, SC 29250-5757
or by telephone at (803) 734-4200.

Health and Safety

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

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

Because we are operating under and subject to the Workers' Compensation Act of South Carolina, in case of accidental injury or death to an employee, the injured employee or someone acting on his or her behalf, shall notify immediately ADP TotalSource Workers' Compensation Claims Unit, 5800 Windward Pkwy, Alpharetta, GA 3005, 888-220-6055 or the employee's supervisor as soon as possible. Failure to give immediate notice may be the cause of serious delay in the payment of compensation to employee or employees' beneficiaries and may result in failure to receive any compensation benefits. Notice to or acknowledgment of the occurrence of an injury on the part of Company or ADP TotalSource is notice to or acknowledgment on the part of ADP TotalSource and its workers' compensation insurer. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Tennessee

Maternity / Paternity Leave

Full-time employees with at least twelve (12) consecutive months of service as a full-time employee are entitled to an unpaid leave of absence of up to four (4) months for pregnancy, childbirth and nursing the infant. Except in emergency

situations, three (3) months' notice of leave is required to guarantee reinstatement; however, in certain situations reinstatement is not guaranteed. Leave runs concurrently with any other leave provided by the Company.
Please contact your supervisor or ADP TotalSource ADP TotalSource (866-400-6011) or email: Totalsource.FMLA@adp.com) to request a leave.

Vermont

Non-Harassment

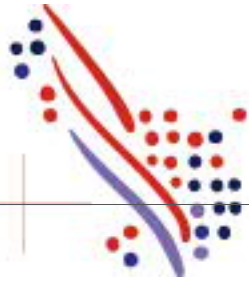
It is the Companies' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the Companies.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful

Harassment Defined

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

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



Sexual Harassment Defined

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to their supervisor (Phone numbers and addresses are available through the Company directory.). If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact their next level manager (Phone numbers and addresses are available through the Company directory.) . If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting

hierarchy. Employees may also contact an ADP TotalSource MyLife Advisor at 844-448-0325 if they are uncomfortable for any reason using the above procedure.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Companies will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Companies' complaint process does not prohibit the employee from filing a complaint with these agencies.
Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD)

The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Vermont Family Leave Act ("VFLA"). This policy provides employees information concerning FMLA and/or VFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or VFLA leave, they should contact your supervisor or ADP TotalSource.

Employees Eligible for FMLA and VFLA Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Vermont Family Leave Act ("VFLA"). This policy provides employees information concerning FMLA and/or VFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or VFLA leave, they should contact your supervisor or ADP TotalSource.

FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave*; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.
* Special hours of service eligibility requirements apply to airline flight crew employees.

VFLA Eligibility

To be eligible for VFLA, an employee must: 1) have worked for the Company or ADP TotalSource for an average of at least 30 hours a week for 12 consecutive months.

Employee Entitlements for FMLA and VFLA Leave

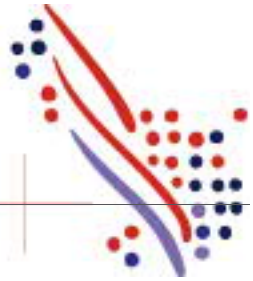
As described below, the FMLA and VFLA provide eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA and VFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

Basic FMLA and VFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The VFLA provides eligible employees with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.] The total FMLA/VFLA leave shall not exceed 12 weeks in any 12-month period except for leave to care for an injured servicemember, which shall not exceed 26 weeks of leave during a single 12-month period.

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

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger -VFLA) (or foster care -FMLA only) -leave for this purpose is considered Parental Leave under the VFLA;
- To care for the employee's spouse, son, daughter or parent (or stepchild, legal ward or parent-in¬law -VFLA only) who has a serious health condition (FMLA only) or serious illness (VFLA only) -leave for this purpose is considered Family Leave under the VFLA;



- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only) or serious illness (VFLA only) -leave for this purpose is considered Family Leave under the VFLA; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members (FMLA only).

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the VFLA, a serious illness is an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of a physician. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member
on covered active duty and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlement under the FMLA (Injured Servicemember Leave)

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

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the

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

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

Intermittent Leave and Reduced Leave Schedules

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

Leave Because of the Birth or Placement of a Child

Under both the FMLA and VFLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care -FMLA only) generally must be concluded within the 12-month period beginning on the date of birth or placement.

Protection of Group Health Insurance Benefits during Leave

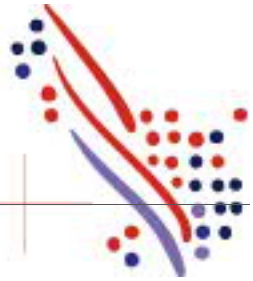
During leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

FMLA

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms.

The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. A “key employee” is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.



VFLA

As with FMLA leave, at the end of VFLA leave, subject to some exceptions including a variant of the FMLA "key employee" exception, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms.

Notice of Eligibility for, and Designation of, FMLA and VFLA Leave

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

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

Employee FMLA and/or VFLA Leave Obligations

Provide Notice of the Need for Leave

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

Content of Employee Notice

To trigger FMLA and/or VFLA leave protections, employees must inform their supervisor or ADP TotalSource (866-217-0733, Option 1 or email: TotalSource.FMLA@adp.com) of the need for FMLA/VFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or VFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/VFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- they are pregnant or have been hospitalized overnight;
- a covered family member is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status (FMLA only); or

- a family member is a covered servicemember with a serious injury or illness (FMLA only).

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

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

Timing of Employee Notice

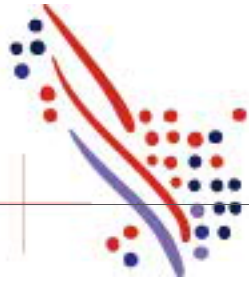
Employees must provide 30 days' advance notice of the need to take FMLA and/or VFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as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

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider.

An employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of the employee's health care providers. If an employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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



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

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

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/VFLA-qualifying leave. As described below, there generally are three types of medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.
With the employee's permission, subject to applicable law, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications.

If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

Initial Medical Certifications
Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember.

If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at

the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

Medical Recertifications

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

Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, where permitted by law, an employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

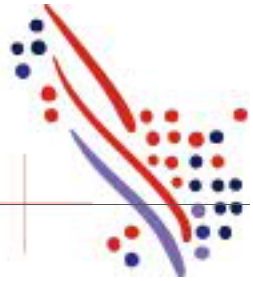
Submit Certifications Supporting Need for Military Family Leave

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

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

Substitute Paid Leave for Unpaid FMLA and VFLA Leave

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave (unless the Company specifically informs employees that this will not be required). Under the VFLA, employees may elect to use up to six



weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VFLA leave time does not extend the length of FMLA and/or VFLA leaves and the paid time will run concurrently with an employee's FMLA and/or VFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

Pay Employee's Share of Health Insurance Premiums

As noted above, during leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.]

Report Periodically Concerning Intent to Return to Work

Employees must contact ADP TotalSource at 866-400-6011 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA and/or VFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource 866-400-6011 or email: TotalSource.FMLA@adp.com) with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date). If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions cease.

Coordination of FMLA/VFLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the VFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with VFLA and any other leave provided under state or local law.
For additional information concerning leave entitlements and obligations that might arise when FMLA/VFLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact your supervisor or ADP TotalSource.

Questions and/or Complaints about FMLA/VFLA Leave

If you have questions regarding this FMLA/VFLA policy, please contact your supervisor or ADP TotalSource (866-400-6011 or email: TotalSource.FMLA@adp.com). The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VFLA.
The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Washington

About ADP TotalSource

ADP TotalSource is a human resources management firm in a business popularly referred to as a "Professional Employer Organization" ("PEO"). The Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. As one of the organizations that pioneered the Professional Employer Organization (PEO) industry in the early 1980s, ADP TotalSource sets the standard for experience, integrity, and financial strength. ADP TotalSource provides our clients with the most up-to-date human resources offerings not otherwise available to many employers and their employees. Specifically, ADP TotalSource and the Company have entered into a written agreement whereby ADP TotalSource and the Company each co-employ you in accordance with the allocation of responsibilities under that agreement. By acknowledging these Basic Employment Policies you consent to the establishment of an employment relationship between yourself, the Company and ADP TotalSource.

Our goal is to help your Company provide you with the best employment experience possible. We trust that once you understand the nature and breadth of our services, you will agree! Under this arrangement certain employment responsibilities are allocated between ADP TotalSource and the Company.

The PEO relationship will not change your relationship with the Company. The Company will remain your employer and ADP TotalSource will become your co-employer for certain employment responsibilities. As before, the Company continues to solely maintain daily supervision and management of its employees. In addition, all day-to-day operations and all organizational decisions will solely remain with the Company. In the event of a conflict between any lawful Company-specific handbook provision and these Basic Employment Policies the Company handbook will control.

Your relationship with ADP TotalSource does not affect any pending or future employment agreements, severance agreements, expense reimbursement agreements, bonus or commission plans, non-competition agreements or any other agreement between you and the Company. You and the Company are still subject to the terms of any such Agreements to the same extent that you were before ADP TotalSource's involvement.

ADP TotalSource will assist the Company in the administration of vacation, sick, PTO, bonus, commissions, severance or expense reimbursements and will process these payments at the direction of the Company. However, if the Company fails to provide ADP TotalSource with the funding to process these payments, the Company is responsible and not ADP TotalSource.

Acknowledgment of Receipt of Basic Employment Policies

I understand that my Company has enlisted the services of ADP TotalSource to help administer payroll, provide applicable employee benefits and assist with human resources and risk management. By my signature below, I acknowledge the following:

- These Basic Employment Policies describe important information about ADP TotalSource and my Company and the nature of the PEO relationship as governed by the service agreement between ADP TotalSource and my Company. The service agreement is solely between my Company and ADP TotalSource and I acknowledge that I am not a party or beneficiary of this agreement.
- My co-employment relationship with ADP TotalSource and my Company is that of an employee-at-will and is entered into voluntarily and is entered into voluntarily and for employees working in Montana, subject to the provisions of the Montana Wrongful Discharge Act. My at-will employment is described in greater detail in page 5 of this booklet.
- These policies are neither a contract for employment, express or implied. I have had an opportunity to read and will comply with both the policies contained here and any revisions made to them. These policies supersede any and all prior editions.
- Should my employment end, for whatever reason, ADP TotalSource is not responsible for payment of any accrued and/or earned vacation, sick, paid time off, bonus, commission, severance or expense reimbursement pay that my Company may have promised me. I further acknowledge that the responsibility, if any, to pay me any of the above amounts remains at all times with my Company.

When acknowledging electronically, please click on the checkbox at the bottom left of this window.

Company Name: _____

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____