

EXLSERVICE HOLDINGS, INC.

State Supplements to the Employee Handbook

Version: 1.1

Released on: 19th June 2024

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ABOUT THE STATE SUPPLEMENTS

The Company is committed to workplace policies and practices that comply with federal, state and local laws. Some states in which the Company operates have specific obligations and benefits that apply to only employees who work in those states. The Company provides these state supplements as a resource containing state-specific information. To the extent that the applicable policies in this supplement are different from or more generous than those in the EXL Employee Handbook (the “Employee Handbook” or “National Handbook”), the policies in this supplement will apply.

I. ARIZONA SUPPLEMENT

Voluntary Open Door Policy

Employees are encouraged, but are not required, to communicate to the Company whenever they believe working conditions may become intolerable to the employee and may cause the employee to resign. However, Arizona law requires employees to notify the Company in writing when a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

In order to preserve this claim, the employee must wait 15 calendar days after providing written notice before resigning from employment. Depending upon the circumstances, an employee may be entitled to a paid or unpaid leave of absence of up to 15 days while waiting for the Company to respond to the employee’s written communication about a working condition.

Such concerns should be reported to Human Resources.

Paid Sick Leave

The Company provides eligible employees with paid sick time pursuant to the Arizona Fair Wages and Healthy Families Act (FWHFA) as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the FWHFA, the Company complies with the FWHFA, including providing more generous benefits required by applicable law.

Military Leave

Employees who are called to active state duty, or to attend camps, maneuvers, formations or armory drills, as a member of the armed forces of Arizona or of any other state, including the National Guard, or the US Armed Forces Reserves, are entitled to the same rights, privileges, benefits and protections as employees who are called to action to serve in the US military. Accordingly, employees called to active state duty or training by competent orders of any state or the United States are entitled to a leave of absence in accordance with the Military Leave Policy set forth in the Company’s National Handbook.

Within the timeframes provided by law, an employee taking military leave must provide their supervisor and Human Resources notice of the intent to return to work after serving in the uniformed services in order to be eligible for reinstatement. Employees returning from military leave are entitled

to all the rights and benefits they would have had if they had remained continuously employed. In addition, employees returning from military leave will have the same reemployment rights as if called to active duty in the US military.

If you are a past or present member of the uniformed service, have applied for membership in the uniformed service, or are obligated to serve in the uniformed service, you have the right to be free from discrimination based on such status. Employees who believe they have been discriminated against based on this status should follow the complaint procedure set forth in the Company's National Handbook.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

If an employee's shift starts less than three hours after the polls open and ends less than three hours before the polls close, he or she may take enough time off from work to vote without loss of pay. The amount of time taken should not exceed what is needed to give the employee a total of three consecutive non-work hours to vote. Any additional time off will be without pay.

Employees must request time off to vote from their supervisor at least one day prior to Election Day so that time off can be scheduled to minimize disruption to normal work schedules.

II. CALIFORNIA SUPPLEMENT

Non-Discrimination and Anti-Harassment Policy Supplement for California Employees

The Company is committed to providing a work environment that is free of illicit discrimination and harassment based on any characteristics protected under California law. As a result, the Company maintains a strict policy prohibiting sexual harassment and discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), physical or mental disability, national origin, religious creed, medical condition, marital status (including registered domestic partnership status), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), military and veteran status, Civil Air Patrol status, immigration status, marital status (including registered domestic partnership status), an individual's reproductive health decisions, genetic information or any other consideration protected by federal, state or local law. The Company will not tolerate discrimination or harassment based upon these characteristics, any characteristic referenced in the national Anti-Harassment policy, or any other characteristic protected by applicable federal, state or local law.

The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. For purposes of this policy, harassment on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

The Non-Discrimination and Anti-Harassment policy applies to all employees involved in the Company's operations, including coworkers, supervisors, and managers. The policy also applies to any third party interacting with the Company (see the section titled Application of the Policy to Non-Company Employees for additional information).

How to File a Complaint. Employees are not required to report any prohibited conduct directly to their immediate supervisor or to any supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters for any reason. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally.

The California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by

visiting the agency website at www.eeoc.gov or <https://calcivilrights.ca.gov>. The CRD Sexual Harassment Prevention training may be accessed here: <https://calcivilrights.ca.gov/shpt>

The Investigation. As set forth in the national Anti-Harassment policy, when a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. Upon completion of the investigation, the Company will communicate its conclusion as soon as practical.

Abusive Conduct Prevention. It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Paid Family Leave Benefits

An employee who is off work to care for a child, spouse, parent, registered domestic partner grandparent, grandchild, sibling or parent-in-law with a serious health condition; to bond with a new child; or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces, may be eligible to receive benefits through the California "Paid Family Leave" ("PFL") program, which is administered by the Employment Development Department ("EDD").

These benefits solely are financed through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. There generally is a waiting period during which time no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

To apply for wage-replacement benefits while on an approved leave, you will need to apply through the EDD. The benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, you should contact the Human Resources department and must comply with applicable eligibility, notice, and certification requirements when required by state or federal law. Please see the "Family and Medical Leave/California Family Rights Act" policy for eligibility requirements.

When an employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused paid time off time available. If the employee has accrued but unused paid time off available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If you are affected by pregnancy or a related medical condition, you also are eligible to transfer to a less strenuous or hazardous position or duties or receive

another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation. The Company will provide the temporary transfer or other accommodation, if such a transfer or other accommodation is medically advisable based upon the certification of a health care provider and can be reasonably accommodated. In addition, if it is medically advisable for you to take intermittent leave or work a reduced leave schedule, the Company may require you to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

Duration of Leave. The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical condition up to four (4) months (or 693 hours for a full-time employee) per pregnancy. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by your PDL. Generally, we treat your pregnancy disability the same as we treat other disabilities of similarly-situated employees.

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

As a condition of your return from PDL, the Company requires you to obtain a release to return to work from your health care provider stating you are able to perform safely all of the essential duties of your position, with or without reasonable accommodation.

Leave is Unpaid. PDL leave is unpaid by the Company. However, at your option, you may use any accrued paid time off as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your PDL. The use of any paid leave will not extend the duration of your PDL. We encourage you to contact the Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your leave.

Leave Concurrent with Family and Medical Leave. If you are eligible for leave under the federal Family and Medical Leave Act, your PDL will also be designated as time off under the Family and Medical Leave Act. Please refer to the "Family and Medical Leave" policy in the National Handbook for additional information.

Return to Work. If you do not return to work on the originally-scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation, you may be deemed to have voluntarily terminated your employment with the Company. Failure to notify the Company of your ability to return to work when it occurs, or your continued absence from work because your leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of your employment with the Company, unless you are entitled to Family and Medical Leave or another leave of absence. Upon your return from PDL, you will be reinstated to your same

position in most instances.

Taking a PDL may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the Human Resources department.

Family and Medical Leave/California Family Rights Act (Addendum to FMLA Policy)

Under the California Family Rights Act of 1993 (“CFRA”), if you have at least 12 months of service with the Company and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child; for your own serious health condition (other than pregnancy) or that of your child (regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person; a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. For purposes of this policy, a “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. Employees are limited to one designated person per 12-month period.

If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave (“PDL”) and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law. PDL leave is separate from and does not count against an employee’s CFRA leave entitlement.

There are some differences between FMLA, CFRA and PDL and this policy addendum explains how such leaves will be administered for California employees.

When taking leave for your own serious health condition, the serious health condition of a covered family member, or to bond with a new child, if possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you to take a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

We will require second or third certifications from health care providers only in the event the Company has reason to doubt the initial certification of an employee’s need for leave due to his or her own serious health condition. Recertification of the need for leave due to an employee’s or family member’s serious health condition will be requested only when the original certification has

expired and additional leave is requested.

If you are taking leave for a qualifying exigency, you are required to provide as much advance notice as is reasonable and practicable under the circumstances; a copy of the covered servicemember's active duty orders when you request leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks. The Company permits two occasions where the leave may be for less than two weeks. In all cases, you must conclude bonding leave within one year of the birth or placement for adoption or foster care. An employee may not elect to substitute accrued sick time for unpaid bonding leave, although accrued, unused vacation may be used for that purpose.

CFRA is unpaid. An employee taking CFRA leave due to his or her own serious health condition is required to use any available sick and paid time off time in lieu of unpaid leave. An employee taking CFRA leave due to a covered family member's serious health condition is required to substitute paid time off time for any unpaid CFRA leave, but has the option of whether to substitute paid sick time for unpaid leave. At their request, employees may use accrued sick and paid time off time to supplement any paid disability or paid family leave benefits. Substituting paid for unpaid leave does not extend your leave entitlement.

Military Leaves. Leave to care for a military service member with a serious illness or injury counts against an employee's CFRA leave entitlement when the servicemember is a family member covered by the CFRA and the service member has a serious health condition, as provided for under CFRA.

School Related Activities Leave

Parents (including stepparents and foster parents), guardians, or grandparents with school children from kindergarten through Grade 12, or who attend licensed child daycare facilities, are provided unpaid time off (up to a maximum of 40 hours in one (1) calendar year) to participate in school or day care activities. Time off for reasons other than a child care provider or school emergency is limited to eight (8) hours in one (1) calendar month. We may require proof of an employee's participation in these activities. You must provide reasonable advance notice to your supervisor before taking any time off under this policy. Parents and custodial guardians of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request.

Crime Victim Leave

The Company will provide time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime. "Relief" includes, but is not limited to, a temporary

restraining order, restraining order or other injunctive relief.

Additionally, an employee who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA. The Company will make reasonable accommodations for employees who report that they are the victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Voting Time Off

On the day of a public election, you are eligible for paid time off for the purpose of voting only if you do not have sufficient time outside of working hours to vote. You will be permitted to take off for up to two (2) hours in order to vote, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows the greatest amount of free time for voting and the least amount of time off from work, unless mutually agreed otherwise. Employee must notify Manager at least two (2) working days prior to the election if requesting time off to vote.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees will be required to work overtime assignments. All overtime work must receive prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Any non-exempt employee who works overtime will be compensated in accordance with state and federal overtime requirements. For all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh consecutive day in the same workweek, you will be paid at one and one-half times your regular rate of pay. You will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh consecutive day of the workweek. There may be exceptions to these standards where allowed by law.

Overtime pay is based on actual hours worked. Paid time off, holidays, sick days or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the

supervisor may result in disciplinary action, up to and including possible termination of employment.

All employees are required to take their rest and meal periods in accordance with California law.

All nonexempt employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply as provided under California law. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

Rest Breaks & Meal Periods

Rest Breaks. Non-exempt employees who work 3½ or more hours per day are required to take one 10-minute rest break for every four hours or major fraction thereof worked. For purposes of this policy, “major fraction” means any time greater than two hours. If you work between 3.5 hours and no more than six hours, you are required to take one 10-minute rest break. If you work more than six hours, but no more than 10 hours in a workday, you are required to take two 10-minute rest breaks. If you work more than 10 hours but no more than 14 hours in a day, you are required to take three 10-minute rest breaks.

Rest breaks should be taken as close to the middle of each work period as is practical. Employees do not need to obtain their supervisor’s approval or notify their supervisor when taking a rest break.

Employees are required to take their rest breaks. Employees are relieved of all of their duties during rest breaks, meaning they are not expected to and should not work during their rest breaks. Nonexempt employees are paid for all rest break periods. Accordingly, you do not need to clock out when taking a rest break.

Meal Periods. Employees who work more than 5 hours in a workday, but do not work more than ten hours in a workday, are provided an unpaid, off-duty meal period of at least 30 minutes. Employees who work more than 10 hours in a day are provided a second unpaid, off-duty 30 minute meal period.

Employees are required to take their meal periods. Employees are relieved of all of their duties during meal periods, meaning they are not expected to and should not work during their meal periods.

You are responsible for scheduling your own meal period, but it should begin no later than the end of your fifth hour of work. For example, an employee who begins working at 8a.m. must begin his or her meal period no later than 1:00 p.m. When scheduling your meal period, you should try to anticipate your work flow and deadlines. Employees are required to take their meal periods and are not expected to and should not work during their meal periods.

You are relieved of all duty and should not work during your meal period. When taking your meal period, you should be completely off work for at least 30 minutes. Employees are prohibited from working “off the clock” during their meal period. Employees must clock out for their meal periods. You are expected to clock back in and then promptly return to work at the end of any meal period.

Unless otherwise directed by your supervisor in writing, you do not need to obtain your supervisor’s approval or notify your supervisor when you take your meal period.

General Requirements for Rest Breaks and Meal Periods. All rest breaks and meal periods must be taken outside your work area. You should not visit or socialize with employees who are working while you are taking your rest break or meal period. Similarly, you should not visit or socialize with employees who are taking their rest break or meal period while you are working. You may leave the premises for your rest breaks and meal periods. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Employees are required to immediately notify Human Resources if they believe they are being pressured or coerced by any manager, supervisor, or other employee to not take any portion of a provided rest break or meal period.

Summary Chart. Below is a chart that summarizes the rest breaks and meal periods provided to employees:

Hours of Work	Meal Periods and Rest Breaks
0 to 3.4 (<i>less than 3.5</i>)	0
3.5 to 4.0	One 10 minute paid rest break
More than 4.0 (i.e. 4.1) up to 5.0	One 10 minute paid rest break
More than 5.0 (i.e. 5.1) up to 6.0	One 10 minute paid rest break and one 30 minute unpaid meal period (unless first meal period is mutually waived)
More than 6.0 (i.e. 6.1) up to 10.0	Two 10 minute paid rest breaks and one 30 minute unpaid meal period
More than 10.0 (i.e. 10.1) up to 12.0	Three 10 minute paid rest breaks and two 30 minute unpaid meal periods (unless second meal period is mutually waived)
More than 12.0 (i.e. 12.1) up to 14.0	Three 10 minute paid rest breaks and two 30 minute unpaid meal periods

Paid Time Off

The Company provides eligible employees with paid time off in the form of vacation and floating holidays. Despite any general handbook policy to the contrary, employees will be paid for accrued, unused vacation and floating holidays at the end of the calendar year and upon separation of employment in accordance with applicable law. In California, vacation accrues on a pro-rata basis.

Mass Transit Commuter Benefits – San Francisco Employees

All employees who work 10 or more hours a week within the City and County of San Francisco are eligible to receive mass transit commuter benefits. To provide these benefits, the Company will discuss with you whether to provide: a pre-tax election program that permits employees to exclude certain commuting costs from taxable wages; a public transit pass for public accommodation at least equal to the value of a MUNI FastPass; or transit in a vanpool or bus at no cost to you.

Please contact the Human Resources department for further information about the program or to sign up for benefits.

Paid Sick Leave

The Company provides eligible employees with paid sick time pursuant to the California Healthy Workplaces Healthy Families Act (HWHFA) and the San Francisco Paid Sick Leave Ordinance (SFPSLO), as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the HWHFA or the SFPSLO, the Company complies with the HWHFA and the SFPSLO, as applicable, including providing more generous benefits required by applicable law.

Under the HWHFA, a family member includes a designated person, which is a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per 12-month period.

Under the SFPSLO, employees in San Francisco who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees without a spouse or registered domestic partner shall have 10 work days following the date on which their first paid hour of sick leave accrues to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each at the time of the annual benefit review period and extending for a period of 10 work days. Human Resources will provide to each employee a form for this purpose.

San Francisco Public Health Emergency Leave Policy

The Company provides public health emergency leave (“PHEL”) to eligible employees in compliance with San Francisco’s Public Health Emergency Leave Ordinance (the “Ordinance”) in accordance with Proposition G/Article 33P.

All employees (including full-time, part-time and temporary employees) who work in San Francisco are eligible to receive PHEL from the Company.

On January 1, 2023, and each January 1 thereafter, eligible employees will be provided up to eighty (80) hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous calendar year, or since the beginning of employment if the employee became employed after the first day of the previous calendar year.

If an employee was not employed on January 1 of a given year, then on the start date of the first public health emergency that begins during the employee’s employment, eligible employees will be provided up

to eighty (80) hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous six months, or since the employee's start date if the employee has been employed for fewer than six months.

PHEL that remains unused at the end of the calendar year will be lost and will not carry over from one year to the next.

Eligible employees may use PHEL during a public health emergency if they cannot work (or telework) due to one of the following reasons:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides) related to the public health emergency.
- The employee has been advised by a healthcare provider to isolate or quarantine.
- The employee is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The employee is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.
- The employee is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.
- An air quality emergency, if the employee primarily works outdoors and is a member of a “vulnerable population” (a person who has been diagnosed with heart or lung disease; has respiratory problems including but not limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

For purposes of this policy, a “family member” includes the employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse; registered domestic partner under any state or local law, or the employee's designated person.

PHEL may be taken in one (1) hour increments of time.

PHEL is available to newly hired eligible employees for immediate use, in accordance with this policy.

Employees must notify [the Company/direct manager/HR Representative] of their need to use PHEL –

either orally or in writing – as soon as practicable.

The Company may require a doctor's note or other documentation to confirm the employee's status as a member of a vulnerable population. The Company reserves the right to require documentation to verify an employee's need for PHEL under other circumstances to the extent permitted by applicable law.

For non-exempt employees, PHEL pay will be calculated in the same manner as the regular the of pay for the workweek in which the employee uses PHEL, whether or not the employee actually works overtime in that workweek or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

For exempt employees, payment for PHEL is calculated in the same manner as wages are calculated for other forms of paid leave time.

Discipline – up to and including termination – may be taken against an employee who uses PHEL for a purpose not covered by, or in a manner not consistent with, the Ordinance. In addition, discipline – up to and including termination – may be taken against an employee who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of PHEL.

PHEL is separate from, and does not affect or limit, any existing paid leave benefits provided to employees under other Company policies or applicable law, including but not limited to vacation, paid sick leave under California's Healthy Workplaces, Healthy Families Act and the San Francisco Paid Sick Leave Ordinance and other similar paid time off. Employees remain eligible to use any available and applicable paid leave benefits. PHEL may be used prior to or in lieu of using any other vacation, sick leave or other similar paid time off.

The Company may provide other forms of leave for employees to care for their own or a family member's medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met.

It is an employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, paid family leave benefits and/or any other disability insurance benefits. If an employee elects to integrate PHEL with other paid benefits, the Company will integrate all paid benefits such that an employee will not be paid more than their regular compensation at any time.

The Company does not pay an employee for unused PHEL upon the employee's separation from employment for any reason.

The Company prohibits discrimination and/or retaliation against employees who request or use PHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the Notice provisions outlined above are followed, the Company will not count an employee's use of PHEL as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of PHEL will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains PHEL in accordance with this policy, who makes a good-faith complaint about a violation under the Ordinance

or who communicates with any person about such a violation. In addition, the Company will not retaliate against any employee who informs another person about their rights under the Ordinance.

This policy is subject to modification pending any changes to judicial or regulatory guidance issued regarding the Ordinance. The policy should be construed in such a way as to be in harmony with the requirements set forth in any such guidance. Please contact Human Resources for additional information about PHEL and whether you may be eligible for leave under this policy.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child each time the employee has need to express milk. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their manager regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view, and free from intrusion from co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their manager or Facility Administrator. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact Human Resources.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should contact their manager. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

San Francisco Employees: The Company complies with the San Francisco Lactation in the Workplace Ordinance ("LWO") and, in accordance with that law, will provide a reasonable amount of break time to accommodate an employee who performs 56 or more hours of work in San Francisco in a calendar year and wants to express breast milk for their children. The time an employee spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's break time.

The Company will respond to a San Francisco employee's request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the lactation location for the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits retaliation against employees who request a lactation accommodation, file a complaint or otherwise report an alleged violation of the LWO, cooperate in an investigation of an alleged violation of the LWO or inform another person about his or her rights under the LWO.

Supplemental Compensation for New Child Bonding for San Francisco Employees

Pursuant to the San Francisco Paid Parental Leave Ordinance ("SFPPLO"), the Company will provide Supplemental Compensation to an eligible employee during employment when the employee receives California Paid Family Leave ("California PFL") benefits from the State of California ("the State") to bond with a minor child during the first year after the child's birth or placement through foster care or adoption.

Eligibility. All employees who perform work within San Francisco are eligible if they satisfy all of the following requirements:

- The employee began employment with the Company at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- The employee performs at least eight hours of work per week for the Company in San Francisco;
- At least 40% of the employee's total weekly hours worked for the Company are in San Francisco; and
- The employee is eligible to receive paid family leave compensation under the California Paid Family Leave law for the purpose of New Child Bonding.

Employees can elect to receive California PFL benefits intermittently, receiving the eight weeks of California PFL benefits in separate increments while taking leave during the 12-month period

following the birth or placement of a child. For employees using California PFL intermittently, eligibility for Supplemental Compensation will be assessed at the beginning of each increment of intermittent leave. Accordingly, an employee who does not meet the 180-day eligibility requirement during the first increment of intermittent leave could still satisfy the requirement for subsequent increments. In addition, an employee may become ineligible for Supplemental Compensation if, between one intermittent receipt of California PFL benefits and the next, the employee's hours or work location change such that the employee no longer meets the eligibility requirements.

Definitions.

New Child Bonding: Bonding with the employee's minor child during the 12-month period immediately following the birth of the child or placement of the child, through adoption or foster care, with the employee, for the period covered by the California PFL benefits law.

Maximum Weekly Benefit Amount: The Maximum Weekly Benefit Amount is determined by the State by using the employee's highest-earning calendar quarter during an approximate 12- month base period.

Supplemental Compensation: Supplemental Compensation is a partial wage replacement that is provided by the Company to an eligible employee during the period when the employee receives California PFL benefits from the State for New Child Bonding. Supplemental Compensation and California PFL benefits together will not to exceed 100% of an employee's weekly salary and are subject to the Maximum Weekly Benefit Amount.

Duration and Timing of Supplemental Compensation. An employee may receive Supplemental Compensation for a period of up to eight weeks so long as the employee meets the eligibility, accrued vacation use, and documentation requirements set forth in this policy. The timing of an employee's receipt of Supplemental Compensation will depend on when the Company receives information directly from the State or, from the employee, a copy of the State's Notice Computation and confirmation that the employee has received the first California PFL benefits payment. Upon receipt of information from the employee and/or the State that is necessary to process payment, the Company will make a good faith effort to process the initial Supplemental Compensation payment in the next full pay period. To the extent possible, any additional Supplemental Compensation payment(s) will be processed in accordance with the Company's established pay schedule. There may be some situations where Supplemental Compensation is not paid to the employee until after the employee has returned from new child bonding. In those cases, the Company will pay the total Supplemental Compensation within thirty days of receiving the information required to process payment.

Calculation of Supplemental Compensation. Under California's PFL benefit program, an employee may receive income replacement from the State equal to approximately 60% or 70% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. Supplemental Compensation (which includes up to two weeks of accrued vacation as outlined in this policy) is provided to an eligible employee so that, in combination with the California PFL benefit, the eligible employee may receive approximately 100% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no

greater compensation than their regular compensation during this period.

The State sets a ceiling on the amount an employee receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible employee whose weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100% of the employee's normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

The Company will determine the amount of weekly Supplemental Compensation to be paid to an eligible employee once the necessary information regarding California PFL benefits is obtained from the employee or the State. Any increases in an employee's regular compensation will not necessarily result in an increase in Supplemental Compensation. However, the Company may recalculate the amount of Supplemental Compensation provided to an employee in situations where the employee's leave is intermittent and the employee's weekly wages decrease between the time the employee receives the first increment of PFL benefits and any subsequent period where the benefits are received for the same leave. This will be done to ensure the employee does not exceed 100% of the employee's weekly wage and is not subject to an overpayment charge from the State.

During the period when eligible employees are receiving California PFL benefits, the Company requires them to agree to use up to two weeks of accrued, but unused, vacation benefits that will be applied toward the Company's Supplemental Compensation obligation under the law. If the employee does not agree to use vacation benefits during the California PFL period, the Company will not be obligated to provide Supplemental Compensation. An employee's decision not to allow use of vacation benefits will not prevent the employee from being eligible for leave or from receiving California PFL benefits.

Involuntary Separation from Employment. If an employee is involuntarily separated from employment, during the New Child Bonding period, the Company will continue to provide Supplemental Compensation for that period during which the employee continues to receive California Paid Family Leave benefits.

Voluntary Separation from Employment. If an employee voluntarily separates from employment with the Company within 90 days of the end of the California PFL period for New Child Bonding, the employee will be required to reimburse the Company for the full amount of Supplemental Compensation paid to them, upon receiving a written request for reimbursement from the Company.

Required Documentation for Supplemental Compensation. An employee must provide (or agree to provide) certain documentation and information to the Company before the employee will be able to receive Supplemental Compensation. Prior to receiving any Supplemental Compensation, an employee must either: (1) provide the Company with a copy of the Notice of Computation of PFL Benefits the employee receives from the State; or (2) authorize the State to disclose the employee's California PFL weekly benefit amount to the Company, at the time when the employee applies for California PFL benefits. An employee may choose to do both 1 and 2 in order to help avoid potential delays in calculating Supplemental Compensation.

If an employee chooses option 1, the employee must, upon receipt, provide Prudential with the Notice of Computation and also upon receipt of the first California PFL benefits payment, submit a copy of the Notice of Payment. If an employee chooses option 2, the employee must notify Prudential upon receipt of the first California PFL payment, so that the Company can contact the State to determine the employee's weekly California PFL benefit amount.

Employees must also complete a San Francisco Paid Parental Leave form (the "PPLO Form"). In Section 3 of the PPLO Form, employees must execute an agreement to reimburse the full amount of Supplemental Compensation received from the Company in the event that they voluntarily separate from employment under the circumstances described in the Voluntary Separation from Employment section above.

Employees with more than one employer must also complete section 4 of the PPLO Form by providing information pertaining to wages received from all employers during the 90 days prior to the California PFL period.

Employees who are receiving California PFL benefits for intermittent new child bonding leave must provide the Company with the schedule of intermittent leave they have submitted to the State and notify the Company of any changes in that schedule.

Employees who fail to provide any or all of the required documentation will be disqualified from receiving Supplemental Compensation.

Protected Rights. The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the SFPPLP. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the SFPPLP; the right to file a complaint or inform any person about any employer's alleged violation of the SFPPLP; the right to cooperate with the San Francisco Office of Labor Standards in its investigations of alleged violations of the SFPPLP; and the right to inform any person of their possible rights under the SFPPLP.

Supplemental Compensation for Military Leave for San Francisco Employees

Pursuant to the San Francisco Military Leave Pay Protection Act (MLPPA), the Company will provide Supplemental Compensation to covered employees during a qualifying military leave for up to 30 days in a calendar year.

Eligibility. Employees who perform work within the geographic boundaries of San Francisco, including part-time and temporary employees, are eligible for Supplemental Compensation for military leave if they are a member of the reserve corps of the United States Armed Forces, National Guard, or other U.S. uniformed service organization, and are absent from work for "military duty." For purposes of this policy, "military duty" is defined as active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity. Employees are required to comply with the Company's reasonable notice procedures when the need for leave to perform military duty is

foreseeable. The Company will not require, as a condition of receiving Supplemental Compensation, that an employee search for or find a replacement worker to cover the hours during which the employee is on leave for military duty.

Calculating Supplemental Compensation. For purposes of this policy, “Supplemental Compensation” means the difference between the amount of the employee’s “gross military pay” and the amount of gross pay the employee would have received from the Company, had the employee worked their regular work schedule (excluding overtime unless regularly scheduled as part of the employee’s regular work schedule). Gross military pay does not include Military Pay Allowances, such as combat, clothing, housing, or aviation. “Gross pay” includes wages for hours the employee would have worked (including overtime if the employee was regularly scheduled for overtime), as well as all benefits, including health care, retirement, and profit-sharing benefits. In no case will Supplemental Compensation result in an employee receiving greater pay than they would have received if they had worked their regular work schedule rather than taken leave for military duty.

Duration and Timing of Supplemental Compensation. An employee may receive Supplemental Compensation for a period of up to 30 days in a calendar year so long as the employee meets the eligibility requirements. Leave for military duty with Supplemental Compensation can be taken in daily increments for one or more days at a time, for up to 30 days in a calendar year. The Company will make a good faith effort to provide the Supplemental Compensation no later than the payday for the payroll period when the employee’s military leave begins.

Documentation for Supplemental Compensation. To enable the Company to properly calculate an eligible employee’s Supplemental Compensation, the eligible employee should provide the Company with their written military orders and a current military Leave and Earnings Statement (LES). Employees should also verify the LES correctly reflects the employee’s current gross military pay as military compensation is subject to change based on a number of factors.

In the absence of such documentation, the Company will request that the employee provide their military rank and total number of years of military service to enable the Company to use the Defense Finance Accounting Service’s current basic pay rate chart to calculate gross military pay.

Repayment of Supplemental Compensation . Employees who receive Supplemental Compensation and are fit for employment in their previous positions upon release from military duty, but who fail to return to their positions within 60 days of release from military service, may be required to repay an amount, up to the entire amount, of the Supplemental Compensation that they received from the Company with interest. In these situations, the Company will treat already-provided Supplemental Compensation as a loan payable with interest. Any loan taken by the Company against the employee to recoup previously paid Supplemental Compensation will be repaid in equal monthly installments with interest over a period not to exceed five years. Loan repayments will begin either 90 days after the employee was released from military service or when the employee is determined to be fit for employment and fails to return to their position, whichever is later.

Protected Rights. The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the MLPPA. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the MLPPA; the right to file a complaint or inform any person about the Company’s or any other employer’s alleged violation of the MLPPA; the

right to cooperate with the San Francisco Office of Labor Standards Enforcement in its investigations of alleged violations of the MLPPA; and the right to inform any person of their possible rights under the MLPPA.

Benefits for Domestic Partners

Domestic partners are persons who:

- Are at least 18 years of age (unless an exception applies).
- Are not legally married to any person and or are not member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- Are not related by blood in a way that would prevent them from being married to each other in the State of California.
- Are capable of consenting to the domestic partnership.

Company registration of a domestic partnership will be required for coverage under company benefits.

- An employee who wishes to register a domestic partnership must contact the Human Resource department for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.
- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Questions regarding this policy should be directed to the Human Resource department.

Bereavement Leave

Eligible employees may take up to five days of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave will run concurrently with the Bereavement Leave policy in the National Handbook and is unpaid except as set forth in that policy. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

III.COLORADO SUPPLEMENT

Program to Deter Harassment, Discrimination, and Other Unfair Employment Practices

The Company has established a program designed to prevent harassment, discrimination, retaliation, and other unfair employment practices, deter future harassers, and protect employees from harassment, which is set forth in the Employee Handbook. Under this program, any employee who believes they have been harassed, discriminated against, subjected to retaliation by a co-worker, supervisor, agent, client, vendor or customer, or otherwise subjected to any unfair employment practice based on a protected class, or who is aware of harassment, discrimination, retaliation or an unfair employment practice based on a protected class against others, should immediately provide a written or verbal report to your supervisor or manager, any Company leader, Human Resources, the Legal Department, or the Company's Ethics Hotline, as set forth in the How to File a Complaint section of the Employee Handbook, to report such incidents. After a report is received, management will undertake prompt, reasonable action to investigate or address the alleged harassing, discriminatory, retaliatory, or unfair employment practices. If warranted, management may issue prompt, reasonable remedial action in response to complaints of discriminatory or unfair employment practices.

Pregnancy Accommodation

Employees and applicants for employment may request a reasonable accommodation for pregnancy, physical recovery from childbirth or related health conditions. A reasonable accommodation that would enable the employee or applicant to perform the essential functions of their job will be provided unless the accommodation would impose an undue hardship on the company's business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer breaks; more frequent restroom, food or water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position, if available, with return to the current position following pregnancy; job restructuring; light duty, if available; assistance with manual labor; or a modified work schedule.

The Company may require that employees provide a certification from a licensed health care provider regarding the medical necessity of a reasonable accommodation.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Meal and Rest Breaks

Nonexempt employees who work five or more consecutive hours will be provided at least one 30-minute meal break. During the break employees will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid. If the nature of an employee's job or circumstances makes an uninterrupted meal break impracticable, the employee will be allowed an on-duty meal break without any loss of time or compensation.

Nonexempt employees will also be permitted a 10-minute rest break for every four hours of work, in accordance with the schedule below:

Duration of Shift In Hours	# of 10-Minute Rest Breaks	Comments
0 to < 2	0	Employees who work less than two hours in a workday are not required or permitted to take a rest break.
2 to < 6	1	Employees who work at least two hours in a workday but less than six hours in a workday are allowed one 10-minute rest break.
6.0 to < 10.0	2	Employees who work at least six hours in a workday but less than 10 hours in a workday are allowed two 10-minute rest breaks.
10.0 to < 14.0	3	Employees who work at least 10 hours in a workday but less than 14 hours in a workday are allowed three 10-minute rest breaks.

To the extent practical, rest periods will be provided in the middle of each four-hour work period. Employees who are unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources. The Company will not threaten, coerce, discriminate or otherwise retaliate against any employee who reports a violation of this policy or files a claim or participates in an investigation, hearing or other process or proceeding related to an alleged violation of federal or state wage and hour laws.

Additional Information. A *Colorado Overtime and Minimum Pay Standards Order (COMPS Order) Poster* is attached to this handbook.

Overtime

Employees will be paid one and one-half times their regular rate of pay for any work in excess of: (1) 40 hours per week; (2) 12 hours per workday; or (3) 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty-free meal breaks), whichever calculation results in the greatest payment of wages.

For additional information, a *Colorado Overtime and Minimum Pay Standards Order (COMPS Order) Poster* is attached to this handbook.

Paid Sick and Safe Leave and Public Health Emergency Leave

The Company provides eligible employees with paid sick and safe leave (“PSSL”) and public health emergency leave (“PHEL”) in accordance with the requirements of Colorado’s Healthy Families and Workplaces Act (“HFWA”) as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the HFWA, the Company complies with the HFWA, including providing more generous benefits required by applicable law.

Additionally, all employees in Colorado should note that the Company’s Sick and Safe Leave policies provide an amount of leave that satisfies the HFWA’s requirement (including PHEL), paid at the law’s rate of pay, that can be used for all the law’s purposes under the same conditions the law requires and

additional leave will not be provided if they use all their leave for non-covered purposes (unless a PHE is declared, in which case PHEL will be provided).

For purposes of this policy, a “public health emergency” is:

- An act of bioterrorism, a pandemic influenza or an epidemic caused by a novel and highly fatal infectious agent, for which:
 - An emergency is declared by a federal, state or local public health emergency; or
 - A disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the Governor.

On the day a public health emergency is declared, employees will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of paid sick and safe leave employees have available at the time of the declaration of the public health emergency. Employees who normally work forty or more hours in a week will have access to up to 80 hours of total paid leave. Employees who normally work fewer than 40 hours per week will have access to paid leave equaling the greater of: (1) the amount of time the employee is scheduled for work or paid leave in the 14-day period after the leave request; or (2) the amount of time the employee actually worked in the 14-day period prior to the declaration of the public health emergency or the leave request, whichever is later.

From the declaration of a public health emergency until four weeks after the official termination or suspension of the emergency declaration, PHEL can be used for any of the following reasons:

- To self-isolate and care for oneself or a family member who is self-isolating because the employee or family member is diagnosed with, or experiencing symptoms of, a communicable illness that is the cause of a public health emergency;
- To seek or obtain for oneself or care for family member who needs a medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- To seek for oneself or a family member preventive care concerning a communicable illness that is the cause of a public health emergency;
- An employee is unable to work because the employee has a health condition that may increase susceptibility to or risk of communicable illness that is the cause of the public health emergency;
- Either the Company or a public health authority with appropriate jurisdiction determines that an employee's presence on the job or in the community would jeopardize the health of others because of the individual's exposure to a communicable illness that is the cause of a public health emergency or because the individual is exhibiting symptoms of such a communicable illness, regardless of whether the individual has been diagnosed with the illness;
- To care for a family member after either the family member's employer or a public health authority with appropriate authority determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to a communicable illness that is the cause of a public health emergency or because the family member is exhibiting symptoms of such a communicable illness, regardless of whether the family member has been diagnosed with the illness;

- To care for a child or other family member when their child care provider is unavailable due to a public health emergency or their school or place of care has been closed due to a public health emergency (including when the school or place of care is physically closed but providing instruction remotely).

PHEL will become available on the date a public health emergency is declared and will remain available until four weeks after the official termination or suspension of the public health emergency. Employees are only eligible for these amounts of PHEL one time during the entirety of a public health emergency (even if the public health emergency is extended, amended, restated or prolonged).

During a public health emergency, employees will continue to receive their paid sick and safe leave allotments in accordance with the Company's applicable policy. Any unused paid sick and safe leave an employee has remaining at the time the need to be absent for a PHEL reason arises will be counted in determining the amount of PHEL available.

When the need for PHEL is foreseeable and the workplace has not been closed, employees must notify the Company of the need for PHEL as soon as practicable. To provide notice of the need to use PHEL, employees should contact Human Resources.

Rate of Pay. PHEL is paid at the same hourly rate or salary (not including overtime, bonuses or holiday pay) and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Leave will be paid on the same schedule as regular wages.

The pay rate for leave will be at least the applicable minimum wage. The pay rate will be calculated based upon the employee's pay over the 30 calendar days prior to taking leave. If an employee has not yet worked 30 calendar days, the longest available period will be used.

Employee Records Requests. Upon an employee's request, the Company will provide (in writing or electronically) documentation indicating the current amount of PSSSL and/or PHEL available for use and the amount of such leave already used during the current Benefit Year. Employees will be allowed to make one such request per month, except they may make an additional request when any need for PSSSL or PHEL arises.

Effect on Other Rights and Policies. The Company may provide other forms of leave for employees to care for medical conditions or for issues related to public health emergencies or domestic abuse, sexual assault or harassment under certain federal, state and local laws. In certain situations leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact the Human Resources Department for information about other federal, state and local medical, victim, public health emergency or family leave rights.

Confidentiality. The Company will keep confidential the health or safety information of an employee or employee's family member. Such information will not be disclosed except to the affected employee, with the written permission of the affected employee or as otherwise required by law.

Separation from Employment. Compensation for available PHEL is not provided upon separation from employment for any reason.

Retaliation. Employees have the right to request and use PSSL and PHEL in a manner consistent with the HWFA. The Company will not discriminate or retaliate, or tolerate discrimination or retaliation, against any employee who: seeks or obtains leave in accordance with this policy; files a complaint regarding an alleged violation of the HWFA; participates in an investigation, hearing or proceeding or cooperates in or assists with an investigation related to an alleged violation of the HWFA; informs any person of their potential rights under the HWFA; or otherwise exercises their rights under the HWFA.

Colorado Paid Family and Medical Leave Insurance (“FAMLI”)

In accordance with the Colorado Paid Family and Medical Leave Insurance (“FAMLI”) Act, Colo. Rev. Stat. § 8-13.3-501, beginning January 1, 2024, eligible employees may be entitled to a leave of absence with partial wage replacement benefits from the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance (the “Division”) to care for their own serious health condition, care for a family member with a serious health condition, bond with a new child, assist with obligations that arise when a family member is called into active military service, or address the immediate safety needs and impact of domestic violence and/or sexual assault.

Eligible Employees. This policy applies to eligible Colorado-based employees, including full-time, part-time, permanent or migratory workers. Eligibility is determined by the Division, not the Company. The Division may determine that an employee is disqualified from receiving FAMLI benefits for one year if the employee willfully makes a false statement or misrepresentation regarding a material fact in order to obtain FAMLI benefits.

Contributions. FAMLI benefits are funded by employee contributions and an employer contribution. Employee contributions are deducted from employee paychecks, and the amount of the contribution depends on the employee’s eligible wages. The amount of any deduction taken will be reflected on an employee’s paystub.

Reasons for and Length of Leave. Eligible employees are entitled to up to 12 weeks of FAMLI leave in an application year for any of the following reasons:

1. Bonding leave to care for a new child during the first year after the birth, adoption or placement of the child through foster care;
2. To care for a family member with a serious health condition;
3. The employee’s serious health condition;
4. Qualifying exigency leave; and
5. Safe leave.

Eligible employees will be allowed a maximum of 12 weeks of FAMLI leave, in the aggregate, in an application year for any of the foregoing reasons, except that eligible employees with a serious health condition related to pregnancy complications or childbirth complications are entitled to up to an additional 4 weeks of FAMLI leave. The Company will not count FAMLI leave as an absence that may lead to or result in discipline, discharge, demotion, suspension or any other adverse action.

Definitions

- **“Application year”** means the 12-month period measured forward from the date an employee files an application for FMLI benefits.
- **“Child,”** for purposes of bonding leave, means a person who is either under the age of 18, or between the ages of 18 and 21 and remains under the jurisdiction of a juvenile court.
- **“Family member”** means (a) regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or a person to whom the employee stood in loco parentis when the person was a minor; (b) a biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee’s spouse or domestic partner or a person who stood in loco parentis when the employee or the employee’s spouse or domestic partner was a minor child; (c) a person to whom the employee is legally married under the laws of any state, or the employee’s domestic partner; (d) a grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the employee or the employee’s spouse or domestic partner; or (e) as shown by the employee, any other individual with whom the employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.
- **“Qualifying exigency leave”** means leave based on a need arising out of an employee’s family member’s active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to, providing for the care or other needs of the military member’s child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.
- **“Safe leave”** means any leave because the employee or the employee’s family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse. Safe leave applies if the employee is using the leave from work to protect the employee or the employee’s family member by: (1) seeking a civil protection order to prevent domestic violence; (2) obtaining medical care or mental health counseling or both for the employee or for the employee’s children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse; (3) making the employee’s home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or (d) seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court- related proceedings arising from said act or crime.
- **“Serious health condition”** means an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

Wage Replacement Benefits. The determination of FAMLII eligibility and the amount of wage replacement benefits is determined by the Division, and not the Company. FAMLII benefits are calculated by the Division based on the employee's average weekly wage in relation to the state average weekly wage and are capped at a maximum weekly benefit amount that is adjusted annually. The Division will decide whether to grant or deny a claim for FAMLII benefits within two (2) weeks of the application being filed.

Employees may use available Company-provided paid time off during their absence from work while their application for FAMLII leave is pending with the Division. Once their application is approved, the Company may recoup any Company-provided paid time off used during the approved FAMLII leave period, to the extent such paid time off was not mutually agreed and acknowledged to be a supplemental benefit to FAMLII benefits and/or the use of such paid time off during this period caused the employee to receive more than their average weekly wage.

Health Benefits. During an approved FAMLII leave, the Company will continue making contributions for an employee's group health benefits on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during FAMLII leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave.

Intermittent or Reduced Schedule Leave. In addition to a continuous leave (i.e., a non-recurring, uninterrupted period of leave), eligible employees may take FAMLII leave on an intermittent basis (i.e., taking leave in blocks of time due to a single qualifying reason) or on a reduced schedule basis (i.e., reducing the employee's normal weekly or daily work schedule).

FAMLII leave can be taken in increments of a half hour. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the employee's available allotment of FAMLII leave. An employee who applies for intermittent or reduced schedule leave will not receive benefits from the Division until they have accumulated at least eight (8) hours of FAMLII leave.

If an employee is approved for intermittent or reduced schedule FAMLII leave, the employee must submit documentation sufficient to recertify their need for leave every six months, or as requested by the Division.

Employees seeking intermittent or reduced schedule FAMLII leave must notify the Division and the Company of the schedule for the leave. Employees receiving intermittent leave must notify the Division of the individual absences in order to receive wage replacement benefits for the absences.

Employees who are approved for and take intermittent or reduced schedule leave and who fail to work in accordance with that leave schedule may be subject to discipline. If an employee's use of intermittent FAMLII leave is inconsistent with the Division's approval, the Company may also request additional information in support of the need for leave.

Applying for FAMLII Benefits. Employees must file claims for FAMLII benefits directly with the Division using the Division's forms. Applications may be submitted using the FAMLII Division's online system, by mail, or by e-mail, and may be submitted up to thirty (30) days prior to the anticipated beginning of FAMLII leave. Applications must be submitted no later than thirty (30) days after the start of FAMLII leave unless the employee establishes good cause and submits the application fewer

than ninety (90) days after the start of leave.

Employees will be required to submit to the Division additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for leave upon the birth or placement of a child or medical certification from a healthcare provider for leave to care for the employee's or a family member's serious health condition.

By submitting an application for benefits, an employee consents to the Division sharing with the Company, upon the Company's request, limited information necessary for the Company to coordinate FMLI benefits with other benefits for which the employee may be eligible. The Company will treat any medical or health information it receives in connection with FMLI benefits as confidential and will not disclose such information except with the permission of the employee requesting leave, unless disclosure is otherwise required by law.

Requesting FMLI Leave. Employees must notify the Company of the need for FMLI leave by contacting the Benefits Department and specifying the anticipated starting time, duration, and where applicable, frequency of the leave. For employees on intermittent leave, these scheduling and notice requirements apply to each absence.

If the need for leave is foreseeable, the employee must provide thirty (30) days' notice of the need for leave and consult with the Company and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations (subject to approval from the employee's health care provider). If the necessity for leave is not foreseeable, or providing 30 days' notice is not possible, the employee must provide the notice as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Employees on an approved FMLI leave must notify the Division within ten (10) days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave.

Return to Work. The Company may require an employee to provide certification of the employee's fitness for duty prior to returning to work from a FMLI-approved absence.

An employee who has been employed with the Company for at least 180 days prior to the commencement of a FMLI leave and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The Company may deny restoration to any employee:

- Where the employee has not been employed with the Company for at least 180 days prior to the commencement of the employee's FMLI leave;
- Where the employee's FMLI leave extends beyond the maximum benefit duration to which they are entitled;

- Where the employee's return from FAMILI leave coincides with a scheduled cessation of operations for the season and the Company can show the employee would not otherwise have been employed at the time of reinstatement;
- Where the employee's written contract for employment with the Company has ended pursuant to its terms;
- Where an employee's position is eliminated due to legitimate downsizing or reorganization;
- Where the employee cannot perform the essential functions of their job any longer following the period of leave. However, an employee may be eligible to request reasonable accommodation under the Americans with Disabilities Act or other applicable state or federal law;
- Where the Division has made a determination that the employee applied for or was approved for FAMILI leave insurance benefits based on a fraudulent certification;
- Where the employee fails to provide notice of a need for FAMILI leave, unless the need for leave was not foreseeable and unusual circumstances justify the failure to comply; or
- Where an employee on FAMILI leave provides written notice of resignation.

Coordination with Other Leaves and Benefits. FAMILI leave will run concurrently with leave taken under the federal Family and Medical Leave Act and the Colorado Family Care Act if the leave qualifies under each respective law.

FAMILI leave will run also concurrently with leave taken under any disability plan or an employer-provided paid family and medical leave benefit if the absence qualifies under each respective program. This means that the Company will count FAMILI wage replacement amounts and the duration of FAMILI leave toward the remaining benefit amounts and leave duration provided under such Company-provided disability plan or paid family and medical leave benefit. In no case will the combined pay an eligible employee receives through any wage-replacement program(s), including FAMILI benefits and any Company-provided disability plan or paid family and medical leave benefit, exceed the employee's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

The Company will not require employees to use or exhaust any accrued vacation leave, sick leave, or other Company-provided paid time off prior to or while receiving FAMILI benefits. However, employees may use Company-provided paid time off (including vacation, paid sick leave, and paid personal leave) as a supplemental benefit to FAMILI, to receive their full average weekly wage during some or all of the FAMILI leave. The employee must notify the Company in writing of their intention to use Company-provided paid time off to supplement FAMILI leave benefits.

Fraudulent Use of FAMILI Prohibited. Employees who fraudulently obtain FAMILI benefits will not receive the protections and benefits provided by the law.

Protected Rights. The Company takes its FAMILI obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the FAMILI Act. The Company will not discriminate or retaliate against any individual because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the FAMILI Act, testify or provide information in an inquiry or proceeding related to the FAMILI Act, or otherwise exercise their rights under the FAMILI Act. If an employee believes that their FAMILI rights have been violated in any way, they should immediately report the matter to Human Resources.

Employees may also contact the Human Resources Department with questions regarding FAMILI leave or benefits.

Paid Time Off

The Company provides eligible employees with paid time off in the form of vacation and floating holidays. Despite any general handbook policy to the contrary, employees will be paid for accrued, unused vacation and floating holidays at the end of the calendar year and upon separation of employment in accordance with applicable law. In Colorado, vacation accrues on a pro-rata basis.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be deprived of any benefits of employment, terminated, threatened, harassed, or coerced because they request or take leave in accordance with this policy.

Full-time and part-time employees who regularly work 30 hours or more each week will be compensated in the manner set forth in the Jury Duty Leave policy in the Employee Handbook. All other employees will receive their regular compensation up to \$50 per day, unless otherwise agreed to by the Company, during the first three days of jury service. This includes part-time employees who work less than 30 hours per week, casual employees and temporary employees, so long as their employment hours can be determined by a schedule, custom or practice established during the three-month period preceding jury service. Any additional time off under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week absence due to jury duty.

Employees seeking compensation for jury duty leave must provide a juror service certificate from the court as soon as practical. The Company will compensate the employee in accordance with this policy within 30 days of receiving the service certificate.

Employees should provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who have less than three consecutive hours outside of work during which the polls are open will be allowed up to two hours of time off to vote, without loss of pay. Upon request, the Company will schedule the leave at the beginning or end of the employee's shift. The Company will otherwise specify when the leave may be taken.

Employees must provide notice of the need for time off prior to Election Day.

Military Leave

In addition to the military leave rights set forth in the National Handbook, regular full-time and part-time employees who are members of the Colorado National Guard are entitled to an unpaid leave of absence to perform active state service.

Additionally, regular full-time and part-time employees who are members of the Colorado National Guard or United States armed forces reserves may take an amount of leave that is the equivalent of three weeks of work according to their regular work schedule per calendar year for military training with the United States armed forces. During leave for military training, an employee can use any paid leave available to them or can use unpaid leave.

Upon return from active state service or military training, employees will be reinstated to their former position or to a position of like seniority, status and pay, so long as they:

- Had a non-temporary job before taking leave;
- Provide evidence that training or service was satisfactorily completed; and
- Are still qualified to do the job.

Absence for military service or training will not affect an employee's rights to receive normal vacation, sick leave, bonuses, advancement or other advantages of employment that would otherwise be expected for the employee's particular job.



COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER
(“COMPS Order”) #39, POSTER & NOTICE

*Effective 1/1/24; must update annually;
new poster available each December*

Colorado Minimum Wage: inflation-adjusted annually; \$14.42/hour in 2024, (Rule 3)

- Employees must be paid at least minimum wage (whether hourly, salary, commission, piecework, etc.) unless exempt
- Unemancipated minors can be paid 15% less than full minimum wage
- Use the highest minimum wage that applies: all local minimum wages are posted at [ColoradoLaborLaw.gov](https://coloradolaborlaw.gov)

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

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off (“comp time”) instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
 - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
 - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
 - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

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

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

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

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

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

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

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

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

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

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

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$55,000 in 2024 (then inflation-adjusted in future years), except \$33.17/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$123,750 in 2024)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

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

Complaint & Anti-Retaliation Rights (Rule 8)

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

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

ACKNOWLEDGMENT OF RECEIPT OF
COLORADO OVERTIME AND MINIMUM PAY STANDARDS ORDER (COMPS
ORDER #) POSTER

I acknowledge that I have been provided with a copy of the Colorado Overtime and Minimum Pay Standards Order (COMPS ORDER #) poster.

Employee Name (print)

Employee Signature

Date

IV.CONNNECTICUT SUPPLEMENT

Sexual and Other Unlawful Harassment

SEXUAL HARASSMENT IS ILLEGAL. The Company is committed to providing a work environment free of harassment. The Company complies with Connecticut law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against any employee, intern or applicant for employment based on race, color, religion, creed, age, sex (including pregnancy, child-bearing capacity, sterilization, fertility or related medical conditions), sexual orientation, national origin, homelessness, family or domestic violence victim status, ancestry, marital status, veteran status, gender identity or expression, and present or past history of mental, intellectual, physical or learning disability, and genetic information. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company strictly prohibits sexual harassment by or against any individuals involved in Company operations, including employees (regardless of position), applicants, interns, temporary workers, vendors, contractors and any other third party involved in Company operations.

All employees are expected to comply with the Company's Anti-Harassment policy, which is included in the National Handbook. While the Anti-Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Individuals who engage in acts of sexual harassment may also be subject to civil and criminal penalties.

Retaliation against anyone reporting acts of harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination or harassment is unlawful and will not be tolerated.

In addition to the complaint procedures set forth in the National Handbook, any employee who believes they have been harassed or discriminated against may file a complaint with the Connecticut Commission on Human Rights and Opportunities (CHRO). The CHRO may be reached at 450 Columbus Blvd Suite 2, Hartford CT 06103; telephone number (860) 541-3400; TDD NUMBER (860) 541-3459; Connecticut Toll Free 1(800) 477-5737; or online at www.ct.gov/CHRO.

Connecticut law requires that a complaint be filed with the CHRO within 180 days of the date when the alleged harassment occurred, if it occurred prior to October 1, 2019, and within 300 days of the alleged harassment, if it occurred on or after October 1, 2019. Remedies for sexual harassment can include:

- Cease and desist orders;
- Back pay;
- Compensatory damages;
- Emotional distress damages;
- Attorney's fees; and

- Hiring, promotion or reinstatement.

Employees can find additional information about the illegality of sexual harassment and the remedies available to victims of sexual harassment at the CHRO's informational website: <https://www.ct.gov/chro/cwp/view.asp?a=5019&Q=609536&chroNav=|>

Connecticut Family and Medical Leave Policy

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in the Company's National Handbook and State Supplement, Connecticut Family and Medical Leave Act ("CFMLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. When both the FMLA and CFMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. To the extent that state law mandates additional protection, this policy also shall be interpreted to provide for those protections.

Eligibility for CFMLA. To be eligible for CTFMLA leave, an employee must have been employed by the Company in the State of Connecticut for at least three, consecutive months (i.e., 13 weeks) immediately preceding the request for leave.

Qualifying Reasons for Leave. Eligible employees may request leave under the CFMLA for one or more of the following reasons:

- For the birth, adoption, or placement for foster care of an employee's son or daughter within 12 months following the birth, adoption or placement of the son or daughter ("Bonding Leave").
- To care for a family member of the employee due to the family member's serious health condition ("Family Care Leave").
- For the employee's own serious health condition ("Serious Health Condition Leave").
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard (including the Connecticut National Guard) or Armed Forces (Military Emergency Leave);
- To care for a spouse (including a same-sex spouse and an out-of-state civil union or domestic partner residing in Connecticut), son, daughter, parent or next of kin, who is a member of the Armed Forces (as defined under the law) and who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status or is on the temporary disability retired list for a serious injury or illness incurred in the line of duty ("Military Caregiver Leave").
- To serve as an organ or bone marrow donor ("Donor Leave").

For purposes of this policy, "family member" includes an employee's spouse, sibling, child grandparent, grandchild or parent, or an individual related to the employee by blood or affinity whose

close association the employee shows to be the equivalent of those family relationships, regardless of biological or legal status. Family member includes individuals related to a person by blood, marriage, adoption, foster relations or other legal relations (such as in loco parentis). Also for purposes of this policy, a “child,” means someone who is under 18 years of age or incapable of self-care because of a mental or physical disability, except that for Military Caregiver Leave, there is no restriction on age.

With respect to Military Emergency Leave, “covered active duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

With respect to Military Caregiver Leave, “next of kin” means the armed forces member’s nearest blood relative, other than the covered armed forces member’s spouse (including a same-sex spouse or out-of-state civil union or domestic partner), parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the armed forces member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered armed forces member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave, in which case the designated individual will be considered the next of kin.

Basic Family and Medical Leave Entitlement. Under the CFMLA, an eligible employee may take up to 12 weeks of unpaid leave within a 12-month period for Bonding Leave, Family Care Leave, Serious Health Condition Leave, Donor Leave and Military Emergency Leave. Where both FMLA and CFMLA apply, the leave provided by each will run concurrently. The 12-month period is a rolling 12-month period measured backward from the date an employee uses his/her CFMLA leave. Serious Health Condition Leave may be extended up to an additional two weeks (up to a total of 14 weeks of Serious Health Condition Leave in a 12-month period) if the employee experiences a serious health condition that results in incapacity during pregnancy.

Additional Military Family Leave Entitlement (Injured Servicemember Leave). An eligible employee who is the spouse (including civil union partners and same-sex spouses), 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. 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- 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, and ends 12 months after the first day of leave.

At the end of a leave under the CFMLA, employees 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.

Serious Health Condition Leave, Military Caregiver Leave, Donor Leave and Family Care Leave may be taken intermittently (i.e., in separate blocks of time) or on a reduced leave schedule (i.e., a schedule that reduces the usual number of hours per workweek, or hours per workday) when medically necessary. Leave due to military exigencies may also be taken on an intermittent basis. The Company may require an employee to temporarily transfer during a period of intermittent or reduced leave schedule to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave than does the employee's regular position. If the need for Serious Health Condition Leave, Family Care Leave or Donor Leave is foreseeable based on planned medical treatment, the employee should make a reasonable effort to schedule the treatment so as not to unduly disrupt Company operations (subject to health care provider approval) and must provide 30 days' advance notice, or as much notice as is practicable.

If both spouses (including same-sex spouses or out-of-state civil union or domestic partners) are employed by the Company and are eligible for CFMLA leave, their combined leave may not exceed a combined total of 12 workweeks during any 12-month period if such leave is taken upon the birth or placement of a son or daughter for adoption or foster care or to care for a sick family member. If both spouses are employed by the Company and are entitled to Military Caregiver Leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period.

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

Requests for Leave. Employees who need to request CFMLA should follow the procedures outlined in the FMLA policy in the Employee Handbook.

Any request for Serious Health Condition Leave, Family Care Leave or for Military Caregiver Leave must be supported by a certification issued by the health care provider of the eligible employee or family member. Certification forms for this purpose may be obtained from the Benefits Department. Employees must provide a copy of the completed certification form to the Benefits Department within 15 calendar days. If a completed form is not returned in a timely manner, the leave may be delayed or denied. We will require periodic recertification upon request, not more than once per 30 day period unless required by the health care provider. At the Company's expense, we may also require a second or third medical opinion regarding an employee's own serious health condition or the serious health condition of an employee's family member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment (including bone and organ donation), the employee must try to schedule treatment so as not to unduly disrupt the Company's operations. Please see the Benefits Department prior to scheduling planned medical leave.

Effect on Other Rights and Paid Leave

When both the FMLA and the CTFMLA apply, the leave provided by each will count against the employee's entitlement under both laws, and leave taken under the FMLA will run concurrently with leave taken under the CTFMLA.

For time off that qualifies as CTFMLA leave, employees must use available vacation, paid sick time

and other available paid time off concurrently with the unpaid CTFMLA although employees will be allowed to retain two weeks of vacation or equivalent paid time off. Employees will also be allowed to use up to two weeks of available accrued sick leave for Bonding Leave or Family Care Leave.

Employees may also be eligible to receive partial wage replacement benefits (“PFML Benefits”) during a CTFMLA through the state-mandated Connecticut Paid Leave Program, which is administered by the CT Paid Leave Authority (“PLA”). Option 1: Employees who are requesting PFML Benefits in conjunction with a CTFMLA leave will be allowed to use accrued sick leave, vacation or similar paid time off while on leave in order to receive their full salary or wages during the leave. However, Company-provided paid leave and PFML Benefits will be integrated such that the employee’s total pay does not exceed 100% of their regular pay.

For more information about PFML Benefits, see the Company’s Paid Family and Medical Leave Benefits policy.

Benefits During Leave. The Company will continue making contributions for an employee’s group health benefits during a leave on the same terms and conditions as if the employee had continued to work. This means that if an employee wants group health benefits coverage to continue during a leave, the employee must continue to make any premium payments that the employee is currently making for the employee and his or her dependents. Employees will generally be provided with group health benefits for up to a 12-week period. However, employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 weeks. In some instances, the Company may recover premiums it paid to maintain health coverage if an employee fails to return to work following a CFMLA Leave.

Return to Work/Fitness for Duty Medical Certifications. Upon return from leave, the employee will be returned to work at the position of employment held by the employee when the leave commenced or, if that position is not available, to one with equivalent benefits, pay and other terms and conditions of employment. If an employee is medically unable to perform the functions of his or her original job upon expiration of the leave, he or she will be transferred to work that is suitable for the employee’s physical condition if such work is available. An employee has no greater right to continued employment or reinstatement than if the employee had been continuously employed. For example, employment may be terminated in conjunction with layoff or job elimination during a leave of absence the same as if the employee was not on leave.

Unless notified that providing such certifications is not necessary, employees returning to work from family and medical 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. Employees may obtain a Return to Work Medical Certification Form from the Human Resources Department. 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.

Fraudulent Use Prohibited. An employee who fraudulently obtains CFMLA leave from the Company is not protected by CFMLA’s job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee who engages in this kind of fraud.

Retaliation Prohibited. The Company takes its CTFMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the CTFMLA. It is a violation of Connecticut law and Company policy to retaliate against an employee because they request, apply for or use CTFMLA leave for which they are eligible. Employees who believe that their CT FMLA rights have been violated in any way should immediately report the matter to Human Resources. Employees also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

Employees may contact Benefits with questions regarding CTFMLA leave.

Domestic Violence Leave

Employees who are victims of domestic violence will be allowed a reasonable leave of absence in order to: (i) seek attention for injuries caused by domestic violence, including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child; (ii) obtain services including safety planning from a domestic violence agency or rape crisis center as a result of domestic violence; (iii) obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child; (iv) take other actions to increase safety from future incidents of domestic violence, including temporary or permanent relocation; or (v) obtain legal services, assist in the prosecution of the offense, or otherwise participate in legal proceedings in relation to the incident or incidents of domestic violence.

The Company may require certification of the employee's reason for leave. Such certification can include any of the following: (i) a police report indicating that the employee or the employee's child was a victim of domestic violence; (ii) a court order protecting or separating the employee or employee's child from the perpetrator of an act of domestic violence; (iii) other evidence from the court or prosecuting attorney that the employee appeared in court; or (iv) documentation from a medical professional, domestic violence counselor or other health care provider, that the employee or the employee's child was receiving services, counseling or treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent permitted by law, the Company will maintain the confidentiality of any information regarding an employee's status as a victim of domestic violence.

Employees may also be entitled to leave for issues related to domestic violence under certain federal or state laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met.

The Company will not discriminate or retaliate against an employee because they are a victim of domestic violence or request leave in accordance with this policy. If an employee has a physical or mental disability resulting from an incident or series of incidents of domestic violence, the employee will be treated in the same manner as an employee with any other disability.

Family Violence Victim Leave

Under certain circumstances, employees who are victims of family violence are allowed up to 12 days of unpaid leave. "Family violence" includes incidents between family or household members that

result in physical harm, bodily injury or assault; acts of threatened violence that result in a fear of imminent physical harm, bodily injury or assault, including, but not limited to, stalking or a pattern of threatening; or verbal abuse accompanied by a present danger and likelihood that physical violence will result. This leave may be used for the following purposes: (i) to seek medical care or counseling for physical or psychological injury or disability as a result of family violence; (ii) to obtain services from a victim services organization on behalf of the victim of family violence; (iii) to relocate due to such family violence; or (iv) to participate in any civil or criminal proceeding related to or resulting from such family violence.

Employees are not paid while on a domestic violence leave but may use any accrued and unused paid time off time, including vacation and sick leave, in connection with such a leave. To the extent practicable, employees must provide seven days advance notice if the need for leave is foreseeable. Otherwise, notice should be provided as soon as practicable. The Company may require that employees submit a signed written statement certifying that the leave is due to family violence, as well as other types of verifying documentation.

Confidentiality of the situation will be maintained to the extent possible.

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

Connecticut Paid Family and Medical Leave Benefits

In accordance with the Connecticut's Paid Family and Medical Leave Act ("PFMLA") employees may be eligible through the state-mandated Connecticut Paid Leave Program to receive partial wage replacement benefits ("PFML Benefits") for leave taken for any of the qualifying reasons under the Connecticut Family and Medical Leave Act (CTFMLA) or to address specific situations associated with being the victim of family violence. PFML Benefits are administered and paid by the CT Paid Leave Authority ("PLA"), not the Company.

Eligible Employees

To be eligible for PFML Benefits, an employee must have earned at least \$2,325.00 during the base period (i.e., the first four of the five most recently worked quarters) and must either be currently employed by an employer covered by PFMLA or have been employed by a covered employer within the previous 12 weeks. The PLA will determine whether the employee has met eligibility requirements for purposes of PFML Benefits.

Reasons for and Length of PFML Benefits

Eligible employees can receive up to up to 12 weeks of PFML Benefits in a 12-month period when not working because of a reason that is also a protected reason for leave under CTFMLA (i.e., to bond with a new child, care for a family member with a serious health condition, care for the employee's own serious health condition, serve as an organ or bone marrow donor, care for certain family members who were injured in the line of duty while on active military duty, or assist with obligations that arise when a family member is called into active military service). Employees may also be entitled to an additional two weeks of PFML Benefits (up to a total of 14 weeks) if they experience a pregnancy-related serious health condition that results in incapacity.

If both spouses (including same-sex spouses or out-of-state civil union or domestic partners) are employed by the Company and are eligible for PFML Benefits, they will each be eligible for up to 12 weeks of compensation in a 12-month period. This eligibility for PFML Benefits does not increase an employee's eligibility for protected leave under the CTFMLA.

Employees may also be eligible to receive PFML benefits during leave provided in accordance with Connecticut law for reasons related to being the victim of family violence, including to: seek medical care or counseling for physical or psychological injury or disability; obtain services from a victim services organization; relocate due to the family violence; or participate in any civil or criminal proceeding related to or resulting from such family violence.

Employees can seek PFML Benefits when taking nonconsecutive hours of leave (i.e., leave on an intermittent or reduced schedule basis).

Employees should consult the Company's Connecticut Family and Medical Leave and other policies or contact Human Resources for additional information about available leave.

Contributions for PFML Benefits

PFML benefits are funded by employee contributions to the CT Paid Leave Trust Fund. Employee contributions are made through after-tax payroll deductions, and the amount of the contribution will not exceed one-half of one percent (0.5%) of the employee's wages (as calculated for purposes of FICA), up to the Social Security wage contribution cap set by the federal government. The amount of any deduction taken will be reflected on an employee's paystub.

Wage Replacement Benefits

The PFML wage replacement benefits are calculated by the PLA, not the Company, in accordance with the following:

Eligible Employee's Base Weekly Earnings	Eligible Employee's PFML Benefit Rate
Base weekly earnings are less than or equal to the Connecticut minimum wage multiplied by 40	95% of the eligible employee's base weekly earnings, less any offsets
Base weekly earnings are greater than the Connecticut minimum wage multiplied by 40	95% of the Connecticut minimum wage multiplied by 40, plus 60% of the amount the employee's base weekly earnings exceed the Connecticut minimum wage multiplied by 40 (less any offsets), up to maximum weekly benefit amount of 60 times the Connecticut minimum wage.

Benefit payments will be administered by the PLA. Approved benefits are generally paid on a weekly basis via Electronic Funds Transfer or Stored Value Card.

Employees will not be eligible to receive PFML Benefits concurrently with unemployment insurance, workers' compensation or any other wage replacement benefits provided in accordance with a state or federal program.

Requesting Benefits

Employees seeking to use PFML Benefits must provide notice to the Company and to the PLA. Employees will need to submit a claim for benefits and supporting documentation to the PLA. The PLA has indicated that it will not typically approve requests for PFML Benefits that are submitted more than 45 days following the initial date for which compensation is requested, unless the PLA determines that the employee has good cause for the delay.

Among other things, the PLA requires that employees provide an Employment Verification Form ("EVF") to their employers. Employees seeking PFML Benefits can submit the EVF to Human Resources. The Company will submit the completed EVF to the PLA within 10 calendar days after receiving the EVF from the employee.

Employees can find additional information about filing for PFML Benefits through the PLA's website: ctpaidleave.org.

Effect on Other Paid Leave

Employees must use available sick leave, vacation or similar Company-provided paid time off before using PFML Benefits while on leave although employees who are on a protected CTFMLA leave will be allowed to retain two weeks of such paid time off. Employees will also be allowed to use up to two weeks of available accrued sick leave before using PFML Benefits for CTFMLA leave that is taken for the purposes of Bonding or Family Care, as those terms are defined in the Company's Connecticut Family and Medical Leave Policy.

Employees who are requesting PFML Benefits in conjunction leave will also be allowed to use available sick leave, vacation or similar paid time off while on leave in order to receive their full salary or wages during the leave. However, Company-provided paid leave and PFML Benefits will be integrated such that the employee's total pay does not exceed 100% of their regular pay.

Protected Rights

The Company takes its CTFMLA obligations and employee rights under the PFMLA very seriously and will not interfere with, restrain or deny the exercise of any right protected under the CTFMLA or PFMLA. It is a violation of Connecticut law and Company policy to retaliate against an employee because they request, apply for or use CTFMLA leave for which they are eligible. Employees who believe that their CT FMLA or PFMLA rights have been violated in any way should immediately report the matter to Human Resources. Employees also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

Employees may also contact Benefits with questions regarding CTFMLA leave, leave for victims of family violence or PFML Benefits.

Privacy Protection Policy

Employees are permitted to access and use “personal information” of other current and former employees and applicants only as necessary and appropriate for such persons to carry out their assigned tasks for the company and in accordance with company policy.

The Company generally will collect personally identifiable information (PII) from employees, and create and maintain records about employees that contain employee PII, only for legitimate company purposes and only to the extent necessary to achieve those purposes. PII includes first name or initial and last name in combination with any of the following categories of information (as long as the information is not otherwise publicly available): Social Security Number, passport numbers, employee identification number, driver’s license number, date of birth, maiden name, mother’s maiden name, credit card or financial account information, results of background or criminal history checks, payroll and salary information, medical information, accommodation requests and related information, biometric data (such as fingerprint, voice print, retina or iris images), and/or digital or other electronic signature files.

The Company typically will collect, create and maintain employee PII only in connection with the employment relationship. For example, the Company typically collects and uses employee PII as part of the job application process in order to make employment decisions. During the employment relationship, the Company may collect, create, use, or maintain employee PII needed for payroll administration, to provide health insurance and other benefits, for evaluating an employee’s job performance or transfer request, to evaluate leave requests made by employees, to determine fitness for duty, as part of the reasonable accommodation process, during an investigation of misconduct related to work, or for various other purposes.

From time to time, the Company may use employee PII for purposes unrelated to administration of the employment relationship. The Company, for example, might use PII to introduce new products or services to its workforce. Before making such uses of employee PII, the Company will provide employees with notice and an opportunity to opt out.

The records and databases that contain employee PII are the property of the Company, and access to the information they contain is restricted. Employees may not access, use or disclose employee PII unless authorized to do so and then only for the Company’s legitimate business purposes. The Company’s Human Resources and the General Counsel’s Office are responsible for establishing appropriate authorization. Generally, only company management personnel, or their designees, will receive authorization to access, use or disclose employee PII. Employees with authorized access are required to limit their use and disclosure of employee PII to those legitimate purposes for which access was granted.

The Company is committed to safeguarding the confidentiality, integrity and availability of employee PII through the use of reasonable and appropriate physical, administrative and technical safeguards. The Company’s Information Security, Data Privacy and Cyber Security Policy Statement provides additional guidance on the creation, access, storage, distribution, destruction, backup and recovery of information.

Employee Social Security Numbers (SSNs) and documents containing employee SSNs should receive the following additional protections:

- SSNs should not be publicly displayed, for example, by including them in electronic documents posted on internal web sites or in paper documents posted on employee bulletin boards;
- SSNs should not be printed on cards, such as insurance identification cards, that must be presented for an employee to obtain goods or services;
- SSNs generally should not be printed on paper documents that are mailed unless the document, by law, is required to include an SSN (such as a Form W-2) or in certain other limited circumstances. Employees should consult with the Law Department before including SSNs in a mailing; and
- SSNs should not be transmitted over the internet unless encrypted pursuant to the Company's Information Security, Data Privacy and Cyber Security Policy Statement.

Disposal of documents containing employee PII should be accomplished in a manner intended to prevent unauthorized access to such employee PII. For example, paper documents containing background or criminal history reports or any documents containing information derived from those reports should be shredded. Employee PII stored on electronic media, such as hard drives, compact disks, and back-up tapes, should be subject to processes, before disposal or reassignment, that render the employee PII irretrievable.

The Company generally will disclose an employee's PII to third parties who are not acting as service providers for the Company only with an employee's consent, when required by law or in connection with a legal or regulatory proceeding or process, or when disclosure is otherwise necessary or advisable. In accordance with company policies, the Company may disclose employee PII to its third-party service providers, including but not limited to benefit, payroll and workers' compensation administrators. The Company will disclose employee PII only to those service providers who have agreed to implement reasonable and appropriate safeguards for such employee PII that are similar to those required by this policy.

If you come into contact with Social Security numbers or other sensitive personal information without authorization from the Company or under circumstances outside of your assigned tasks, you may not use or disclose the information further, but must contact your supervisor and turn over to him or her all copies of the information in whatever form. For more information about whether and under what circumstances you may have access to this information, review your job description or contact your supervisor.

The Company is committed to ensuring that employee PII is handled in accordance with this Employee Data Privacy Policy. Anyone who is aware of a suspected or perceived violation of this policy should immediately contact Human Resources. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

Meal Breaks

Employees who work seven and one-half or more consecutive hours will be provided one 30-minute meal break. The meal break generally should be taken after the first two hours of work and before the last two hours of work.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which he or she is entitled under this policy, should immediately notify Human Resources.

Pregnancy Leave and Accommodation

Employees and applicants with needs related to pregnancy, childbirth or related conditions (including, but not limited to lactation and fertility treatment), may request a reasonable accommodation to enable them to perform their job. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's business operations.

A reasonable accommodation may include, but is not limited to, the following:

- Being permitted to sit or eat while working;
- More frequent or longer breaks, including bathroom, water or rest breaks;
- Modified policies regarding food and drink while working;
- Periodic rest;
- Assistance with manual labor;
- Assistive equipment (e.g., a stool, chair or assistive lifting equipment);
- Job restructuring;
- Light or desk duty assignments;
- Modified work schedules;
- Modified dress code or uniform requirements;
- Relocation of a workstation to allow additional room for movement or greater proximity to the bathroom;
- Temporary transfers to less strenuous or hazardous work;
- Time off to attend pre-natal, post-natal or fertility treatment appointments or to recover from childbirth; or
- Break time and appropriate facilities for expressing breast milk.

Employees who request an accommodation need not disclose their medical diagnosis and should,

instead, indicate the nature of the limitation giving rise to the need for accommodation (e.g., back pain) and that the limitation is related to the employee's pregnancy, childbirth or related condition.

The Company will grant a reasonable leave of absence to female employees who are disabled due to pregnancy in accordance with all applicable laws. If the need for leave is unforeseeable, employees should notify the Company as soon as possible and practical of the need for leave. When the need for the leave is foreseeable, the employee is required to provide 30 days' advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day).

If an employee is eligible for leave under the federal Family and Medical Leave Act (FMLA) or the Connecticut Family and Medical Leave Act (CFMLA), the FMLA and/or CFMLA leave and pregnancy disability leave will run concurrently. Once the employee signifies her intent to return to work, the employee will be reinstated to her original or similar position with equivalent pay and benefits unless the Company's circumstances have changed and make it impossible or unreasonable to do so.

The Company will not require a pregnant employee or applicant to accept a reasonable accommodation if she does not have a known pregnancy-related limitation or require reasonable accommodation to perform her job's essential duties, nor will the Company require a pregnant employee to take a leave of absence instead of providing a reasonable accommodation.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or employees based on the need to make such reasonable accommodations, nor will the Company retaliate against any employee or applicant who requests an accommodation.

Employees who have questions about this policy or who wish to request leave or other reasonable accommodation under this policy should contact the Benefits Department. Human Resources will communicate with the employee and engage in good faith in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that an employee may need a reasonable accommodation related to pregnancy, childbirth or related conditions.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they respond to a jury service subpoena, attend court for prospective jury service or serve as a juror. If an employee requires time off for these purposes he or she must provide the Company with reasonable advance notice. In addition, verification from the court clerk of having served may be required.

Full-time and part-time employees who regularly work 30 hours or more each week will be compensated in the manner set forth in the Jury Duty Leave policy in the Employee Handbook.

Full-time and part-time employees who complete 30 hours or more of service each week and have

been working in their position for more than 90 days will receive their regular compensation during the first five days, or any part thereof, of jury service in Connecticut courts as required by Connecticut law. Full-time and part-time employees who regularly work 30 hours or more each week, but have **not** completed 90 days of employment with the Company, will be compensated in the manner set forth in the Jury Duty Leave policy in the Employee Handbook. Any additional time off under this policy, or time off taken by other employees, will be without pay, except that exempt employees will not incur any reduction in pay for a partial week absence due to jury duty.

An employee who has served eight hours on jury duty in any one day is considered as having worked a full day and will not be required to work past those eight hours.

Time Off to Vote or Serve as Elector

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections.

Employees will be allowed up to two consecutive hours of time off for the purpose of voting in a state election or to serve as an elector in the case of a special election.

Time off to vote will be without pay, except that exempt employees may receive pay, as required by applicable law.

Employees must provide at least two days' advance notice of the need for time off to vote, so that the time off can be scheduled to minimize disruption to normal work schedules.

Military Leave

Connecticut employees who, as part of their service in the armed forces of Connecticut, the National Guard of any other state or any reserve component of the armed forces of the United States, are ordered to perform military duty, including meetings or drills during regular work hours will be provided a leave of absence for such service.

Time off under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week absence due to military duty. Employees may choose to substitute accrued paid time off for unpaid leave under this policy. Employees should contact the Benefits Department concerning their rights and entitlements if they are, or are contemplating being, in the military service.

Paid Sick Leave

The Company provides eligible employees with paid sick leave in accordance with Connecticut's paid sick leave law, as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by Connecticut's paid sick leave law, the Company will comply with the Connecticut law, including providing more generous benefits if required by law.

V. DELAWARE SUPPLEMENT

Pregnancy Accommodation

Employees and applicants for employment, with needs related to pregnancy, childbirth or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. A reasonable accommodation may include, but is not limited to, the following: (1) providing suitable equipment for sitting; (2) more frequent or longer breaks or periodic rest periods; (3) assistance with manual labor; (4) job restructuring; (5) light duty assignments; (6) modified work schedules; (7) temporary transfers to less strenuous or hazardous work; (8) time off to recover from childbirth; or (9) break time and appropriate facilities for expressing breast milk. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related medical condition so long as the requested accommodation does not impose an undue hardship on the company's business operations.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or employees based on the need to make such reasonable accommodations, nor will the Company retaliate against any employee who requests an accommodation.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Whistleblower Protections (Delaware Whistleblowers Protection Act)

Employees have the right to complain about any of our workplace practices or policies that they believe to be in violation of law, against public policy and/or fraudulent or unethical. The Company will not take any adverse employment action against any employee, or otherwise retaliate against any employee, because:

- The employee, or a person acting on behalf of the employee, reports or is about to report to a public body a violation that the employee knows or reasonably believes has occurred or is about to occur, unless the employee knows that the report is false or acts with reckless disregard for its truth or falsity;
- The employee participates in, or is requested by a public body to participate in an investigation, hearing or inquiry held by the public body, or a court action, in connection with a violation;
- The employee refuses to commit or assist in the commission of a violation; or
- The employee reports to the Company a violation that the employee knows or reasonably believes has occurred or is about to occur, unless the employee knows that the report is false or acts with reckless disregard for its truth or falsity.

For purposes of this policy, a “violation” is any act or omission by the Company that is materially inconsistent with, and a serious deviation from: 1) standards implemented in accordance with a law or regulation to protect employees or others from health, safety or environmental hazards; or 2) financial management or accounting standards implemented under a rule or regulation created by the Company

or a law, rule or regulation designed to protect any person from fraud, deceit or misappropriation of public or private funds or assets under the control of the Company.

Employees who wish to report such violations should contact their supervisor or manager, any Company leader, the Human Resources Department, or the Legal Department. Employees also may submit concerns through our “Ethics Hotline” or through the internet at our secure website, both of which are provided below.

General Contact Information:

Attn: The Legal Department

Email: GeneralCounsel@exlservice.com

Phone: (212) 277-7100

Address: 320 Park Avenue, 29th Floor, New York, New York 10022

Accounting, Fraud, Bribery:

The Chairperson of the Audit Committee of the Board

Email: chairperson.auditcommittee@exlservice.com

Anonymous Reporting Through the Internet:

https://secure.ethicspoint.com/domain/en/report_custom.asp?clientid=13314

(You will receive a unique report ID, code, and password for logging on to the system at a later stage for follow-up responses from management).

Company’s Anonymous Toll-Free Ethics Hotline:

From IPLC: Dial 77777 (5 times 7)

From PTSN: Dial 55555; at the prompt, dial 800-963-5596.

Employees should also consult the Whistle Blower Protection policy set forth in the National Handbook for further information about reporting potential misconduct and protections from retaliation.

Meal Breaks

Employees who work at least seven and a half hours are entitled to a 30-minute meal break. Such breaks will be scheduled after the first two hours, but before the last two hours, of the employee’s shift.

During the meal break, employees will be relieved of all duties. Employees are free to leave the workplace and must not perform any work during the break. Employees are expected to return to work promptly at the end of their break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. Any employee who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this

policy, should immediately notify Human Resources.

All nonexempt employees must record their meal periods.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Delaware employees who are members of the National Guard or reservists and who are called to state active duty will have the same rights, privileges, and protections with respect to employment and reinstatement that employees have when called for military training under the federal law protecting reservists and National Guard members. For more information, please contact Human Resources.

Electronic Monitoring

As is set forth more fully in the National Handbook, the Company will monitor employees' use of Company computer networks, electronic mail systems and other Company communication resources in its sole discretion. Therefore, employees should not expect that these communications are private. Monitoring is conducted for the protection of employees and Company assets, and to ensure that the use of electronic communication systems is consistent with Company policies and legitimate business interests. The Company reserves the right to override any individual password and access any and all internet and intranet e-mail, voice messages and/or computer files in order to ensure compliance with Company policy.

While the Company reserves the right to retrieve and read any electronic messages transmitted over any Company systems or equipment, such messages otherwise should be treated as confidential by employees and accessed only by the intended recipients.

Acknowledgement and Consent to Electronic Monitoring

I acknowledge that I have read the Company's Electronic Monitoring Policy and the Company's Computer, E-Mail, Voice Mail and Internet Policy in the Employee Handbook. I understand that all Company electronic communication systems and all information transmitted by, received from, or stored in these systems (including internet and intranet e-mail, voice messages and computer files) are subject to access and review by management in order to ensure that they are being used in a manner consistent with Company policies and business interests.

I hereby consent to the monitoring of my e-mails, voice messages, computer files, and other electronic communications as described above and in the Company's policies.

Signature and Date

Print Name

VI.FLORIDA SUPPLEMENT

Domestic or Sexual Violence Victim Leave

Employees who are victims of domestic or sexual violence or that have a family or household member who are a victim of domestic violence may take up to three working days of unpaid leave time within a 12-month period. Employees employed with the Company for three or more months are eligible for this leave. Employees must exhaust any available annual vacation sick leave and other available paid time off, if applicable.

“Family or household member” is defined as “spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married.”

Employees may use leave available under this policy to:

- Seek an injunction for protection against domestic violence or an injunction for the protection in cases of repeat violence, dating violence or sexual violence;
- Obtain medical care and/or medical health counseling for the employee, a family member, or household member to address physical or psychological injuries resulting from domestic or sexual violence;
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic or sexual violence;
- Make the employee’s home secure from the perpetrator or seek new housing to escape the perpetrator; and/or
- Seek legal assistance in addressing issues arising from the act of domestic or sexual violence or to attend and prepare for a related court proceeding.

Except in cases of imminent danger to the health and safety of the employee or a family member, employees needing domestic or sexual violence leave must provide the Company with at least 48 hours advance notice. The Company may require employees to provide certification of the purpose of the leave in the form of a letter from a volunteer services organization, police report or court record or other corroborating evidence.

Military Leave

An employee will not be discriminated against because the employee either: (1) belongs to the National Guard and is required to report for active duty; or (2) has an obligation as a member of a reserve component of the United States armed forces. Florida employees who are members of the National Guard may take unpaid military leave when ordered to state active duty.

Members of the National Guard who take leave under this policy must notify the Company of their intent to return to work promptly upon the completion of active duty. Members of the National Guard may, but are not required to, use any accrued vacation or similar paid leave during military leave.

Employees who are members of the Florida National Guard or the United States reserves who are

called to active national or state duty are eligible to continue health insurance coverage, for themselves or their dependents, at the premium in effect prior to the military leave. If the employee elects not to continue coverage while on active duty, the Company will, at the employee's request, reinstate coverage upon return from active duty. Such coverage will be reinstated without the employee having to satisfy a waiting period and without a disqualification for any condition that existed at the time the employee was called to active duty.

Jury Duty Leave—Miami-Dade County Employees

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced or penalized because they request or take leave in accordance with this policy.

Employees must provide their immediate supervisor with notice of any jury summons or subpoena at least five workdays before jury duty services. Verification from the court clerk of having served may be required.

Full-time employees (those who are regularly scheduled to work at least 35 hours per week) will receive their regular compensation during absences for jury service less any fees or compensation received for serving as a juror. Compensation for absences due to jury service does not include commissions, overtime pay or compensation for more than eight working hours per day. For part-time employees, time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

Family and Medical Leave—Miami-Dade County Employees

Eligible employees may take family and medical leave in accordance with the family and medical leave policy ("FMLA policy") set forth in the Employee Handbook. In addition to the group of family members for which an employee may take FMLA leave, eligible employees working in Miami-Dade County may also take leave to care for a grandparent with a serious health condition. Such leave will be under the same terms and conditions as leave is permitted under the FMLA policy to care for a parent with a serious health condition. For purposes of this policy, "grandparent" means a grandparent of the employee for whom the employee has assumed primary financial responsibility.

Eligible employees are those that work in Miami-Dade County for at least 12 months and have at least 1,250 hours during the previous 12-month period.

The length of leave permitted is 12 workweeks in a 12-month period to run concurrently with any leave provided under the federal FMLA.

Domestic Violence Leave—Miami-Dade County Employees

Eligible employees located in Miami-Dade County may take up to 30 working days of unpaid leave in any 12 month period if the employee or his or her dependent child is the victim of domestic violence. Employees may take up to three working days of unpaid leave within any 12-month period when the employee's family or household member, other than a dependent child, is the victim of domestic

violence.

Eligible employees are those who:

- Have been continually employed by the Company for at least 90 days;
- Worked at least 308 hours or more during the 90-day period; and
- Have exhausted all accrued paid vacation, sick and personal leave.

Employees may use leave under this policy to:

- Obtain medical and dental treatment for conditions resulting from domestic violence, including treatment for the employee's dependent children;
- Obtain legal assistance relating to domestic violence, including criminal prosecution and protective orders as well as divorce, child custody and child support;
- Attend court appearances relating to domestic violence;
- Receive counseling or support services for the employee or the employee's dependent children; or
- Permit other arrangements necessary to provide for the safety and well-being of the employee.

Employees may take leave under this policy intermittently or on a reduced schedule basis. However, if an employee requests intermittent or reduced schedule leave that is foreseeable, the Company may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and better accommodates recurring periods of leave.

Employees requesting leave, except in cases of imminent danger to the health or safety of the employee, dependent child or other family or household member, must provide seven days' notice prior to the proposed first day of leave. The notice must include the reason for requesting leave and sufficient documentation to show that the employee qualifies for leave. This documentation may include, but is not limited to, copies of restraining orders, police reports, orders to appear in court and/or certifications issued by an authorized person from a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter.

Eligible employees who return from domestic violence leave will be restored to the position held prior to their leave or placed in an equivalent position, with equivalent employment benefits, pay, and other terms and conditions of employment. However, restored employees will not accrue seniority or employment benefits during any period of leave nor will they receive any right, benefit or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave.

To the extent that there is overlap between leave taken under this policy and leave taken under the Domestic or Sexual Violence Victim Leave policy in the Florida Supplement, the leaves will run concurrently.

Employees will not be terminated, demoted, suspended, retaliated against, or in any other manner discriminated against for exercising their rights under this policy.

VII.GEORGIA SUPPLEMENT

Military Leave

In addition to the military leave rights set forth in the National Handbook, Georgia regular full-time or part-time employees who leave their position with the Company to perform military service will be eligible for reinstatement upon completion of that service if they:

- Provide a certificate of military service completion;
- Are still qualified to perform the duties of the job; and
- Apply for reinstatement within 90 days after being relieved from military service.

Eligible employees will be restored to the same employment position or to a position of like seniority, status and pay. An exception may arise if the Company's circumstances change such that it is impossible or unreasonable to provide reinstatement following the leave of absence.

Non-temporary employees who must leave the Company for up to six months in a four year period to participate in assemblies or annual training, or to attend service schools conducted by the United States armed forces, are also entitled to reinstatement to their previous position, provided they are still qualified for the position and they apply for reemployment within 10 days after completion of the temporary period of service.

Members of the Georgia National Guard or the National Guard of another state who are called into active state service by the Governor or other commander-in-chief and who, because of that service, are discharged or suspended from employment, will be eligible for reinstatement if: they are still qualified to perform the duties of the position, and they apply for reinstatement within 10 days of the discharge or suspension or, if serving in active state service, within 10 days following the termination of that state service.

Eligible employees who are reinstated following military service will be reinstated without loss of seniority and entitled to participate in insurance or other benefits in accordance with the Company's established rules and practices relating to employees on furlough or a leave of absence. Eligible employees also will not be discharged without cause for one year following reinstatement.

Please contact Human Resources for more information.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public primaries and elections. Employees will be allowed up to two hours off from work, without loss of pay to vote. Employees can take time off to vote either on a day that is designated for advance in-person voting or on the day when a primary or election is held. Any additional time off will be without pay for nonexempt employees.

Employees must provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules.

Jury and Witness Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service or witness summons and subpoenas, attend court for prospective jury service or serve as a juror or witness. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

Employees will receive their regular compensation for time spent engaged in attending court for prospective jury service or for serving as a juror or a witness under a subpoena or court order. Any mileage allowance or other fee paid for jury or witness duty will be credited against payments made by the Company. Employees who are absent from work because of a court order or judicial process due to being charged with a crime are not entitled to leave.

An employee must provide the Company with reasonable advance notice that they received a jury duty summons or a subpoena. In addition, verification from the court clerk of having served or appeared may be required.

VIII. ILLINOIS SUPPLEMENT

Leave for Victims of Domestic Violence, Sexual Violence, Gender Violence or any other Crime of Violence In accordance with the Illinois Victims' Economic Security and Safety Act, employees who are the victims of domestic or sexual violence, or who have family or household members who are the victims of domestic or sexual violence, may be eligible for up to 8 weeks of unpaid domestic violence leave within any 12 month period, and upon return, will be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Time off under this policy is unpaid, except that employees will be allowed, but not required, to substitute any available paid leave, including accrued sick leave.

If applicable, time off under this policy will run concurrently with time off under the federal Family and Medical Leave Act.

Reasons For Leave. Eligible employees may take domestic violence leave so that they or a member of their family or household may: (1) seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence; (2) obtain services from a victim's services organization; (3) obtain psychological or other counseling; (4) participate in safety planning, temporary or permanent relocation, or take other actions to increase their safety from future domestic, sexual or gender violence or any other crime of violence, or to ensure economic security; (5) seek legal assistance or remedies to ensure their health and safety, including preparing for or participating in any civil, criminal or military legal proceeding relating to or derived from domestic, sexual or gender violence or any other crime of violence; or (6) engage in bereavement activities, which are defined as (i) attending the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence; (ii) making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or (iii) grieving the death of a family or household member who is killed in a crime of violence.

Except in certain circumstances pertaining to bereavement activities, leave under this policy is limited to 12 weeks in any 12-month period.

If applicable, time off under this policy will run concurrently with time off under the federal Family and Medical Leave Act (FMLA). However, employees who have already exhausted their FMLA leave are ineligible for leave under this policy.

Employees may take a cumulative total of two workweeks (10 workdays) of leave for the bereavement activities described above, and such leave must be concluded within 60 days after the date on which the employee receives notice of the death of their family or household member. If an employee is also entitled to take unpaid leave under the Company's Illinois Family Bereavement Leave policy for the death (e.g., the deceased individual qualifies as a "family member" under that policy), the maximum of two workweeks (10 workdays) of leave for bereavement activities under this policy will be in addition to the total leave time an employee is otherwise entitled to take under this policy. However, if an employee is not entitled to take unpaid leave under the Company's Illinois Family Bereavement Leave policy for the death of the family or household member, any leave for bereavement activities under this policy will be deducted from the total leave time an employee is otherwise entitled to take under this policy.

Leave for bereavement activities under this policy will run concurrently with leave under the Company's Bereavement Policy in the Employee Handbook

Notice of Need for Leave. Eligible employees must provide the Company with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

Certification of the Need for Leave. To request leave under this policy, an employee must supply the Company with a sworn statement from the employee that the employee or a family or household member is a victim of domestic or sexual violence and that leave is necessary for one of the reasons described above. The employee seeking leave also must provide supporting documentation from one of the following sources: (a) a victim's services organization; (b) a member of the clergy; (c) a medical professional from which the employee or family or household member has sought assistance; (d) an attorney; (e) a police, military or court record; (f) a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or (g) any other corroborating evidence.

Employee Benefits. During an approved leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If the employee elects not to return to work at the end of the leave period, he or she will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond his or her control or unless otherwise prohibited by law.

Intermittent and Reduced Schedule Leave. Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day).

Periodic Reports. During a leave, an employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

Confidentiality. The Company will keep all information pertaining to an employee's request for leave and/or certification of the need for leave confidential, except in cases where an employee requests or consents in writing to disclosure or disclosure is required by applicable law.

The Company will not retaliate or tolerate retaliation against employees who request or take leave in accordance with this policy. The Company also does not discriminate against applicants or employees who: are, or are perceived to be, victims of domestic sexual or gender violence, or any criminal violence; have a family or household member who is or is perceived to be a victim of domestic, sexual or gender violence, or any other criminal violence; or attended, participated in, prepared for, requested leave to attend, participate in or prepare for a criminal or civil court proceeding, court-martial or nonjudicial punishment proceeding under the Uniform Code of Justice relating to an incident of domestic violence, sexual violence, gender violence or any criminal violence of which the employee or their family or household member was a victim. For additional information on this leave, please contact Human Resources.

Equal Employment Opportunity

As set forth in the National Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Illinois law, which prohibits discrimination and harassment against any employees or applicants for employment based on their actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles (e.g., braids, locks and twists)), color, sex (including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, marital status, protective order status, military status, unfavorable discharge from military service, sexual orientation (including actual or perceived orientation and gender identity), citizenship status, genetic information, ancestry, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), certain arrest or criminal history records, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider) and use of lawful products outside of work during nonworking hours. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual's credit report or credit history and with the Illinois law prohibiting sexual harassment of unpaid interns.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment free of harassment. The Company complies with Illinois law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against employees or applicants for employment based on their actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles (e.g., braids, locks and twists)), color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, age (40 or over), marital status, physical or mental disability, military status, sexual orientation (actual or perceived), gender identity, unfavorable discharge from military service, or citizenship status. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company's anti-harassment policy applies to all persons involved in its operations, including contractors or consultants, and prohibits harassing conduct by any employee of the Company, including supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers.

All employees are expected to comply with the Company's Anti-Harassment policy as set forth in the National Handbook. While the Anti-Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Retaliation against anyone reporting acts of harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination is unlawful and will not be tolerated.

In addition to the complaint procedures set forth in the National Handbook, any employee who believes they have been harassed or discriminated against may file a complaint with the Illinois Department of Human Rights (IDHR).

The IDHR may be reached at the following locations:

Chicago Office: James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, telephone number (312) 814-6200, (866) 740-3953 (TTY), fax number (312) 814-6251.

Springfield Office: 535 W. Jefferson Street, 1st Floor, Springfield, Illinois 62702, telephone number (217) 785-5100, (866) 740-3953 (TTY), fax number (217) 785-5106.

Website: www.illinois.gov/dhr. Email: IDHR.Intake@illinois.gov.

The employee may also report his or her concerns to the IDHR's Illinois Sexual Harassment and Discrimination Helpline at (877) 236-7703.

Pregnancy Accommodation

Employees and applicants for employment may request a reasonable accommodation for pregnancy, childbirth or related medical or common conditions to enable them to perform the essential functions of their job. In accordance with the Illinois Human Rights Act, a reasonable accommodation will be provided unless the accommodation would impose an undue hardship to the Company's ordinary business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer bathroom, water or rest breaks; assistance with manual labor; light duty; temporary transfer to a less-strenuous or -hazardous position; acquisition or modification of equipment; reassignment to a vacant position; private, non-restroom space for expressing breast milk and breastfeeding; job restructuring; a part-time or modified work schedule; appropriate adjustment to or modification of examinations, training materials or policies; seating; an accessible worksite; and time off to recover from conditions related to childbirth or a leave of absence necessitated by pregnancy, childbirth or medical or common conditions resulting from pregnancy or childbirth.

Employees who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Company of their intent to return to work or when the employee's need for a reasonable accommodation ends. Reinstatement is not required, however, if an undue hardship would result to the company's business operations.

The Company may request certain documents from the individual's health care provider regarding the need for an accommodation. It is the employee's or applicant's duty to provide requested documentation to the Company.

The Company will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such

reasonable accommodations, nor will the Company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the Illinois Human Rights Act.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Religious Accommodation

Employees and applicants for employment may request a reasonable accommodation for their sincerely held religious beliefs, practices, and/or observances, including but not limited to the wearing of any attire, clothing or facial hair in accordance with the requirements of their religion. In line with the Illinois Human Rights Act, a reasonable accommodation will be provided unless such accommodation would impose an undue hardship on the conduct of the Company's business.

The Company will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the Illinois Human Rights Act. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Meal Breaks

Employees who work a shift of between seven and one-half and twelve consecutive hours will be provided one 20-minute meal break, to begin no later than five hours after the start of work. Employees who work a shift of between twelve and sixteen and one-half consecutive hours will be provided two 20-minute meal breaks, with the first to begin no later than five hours after the start of work. The second break will generally be taken after the beginning of the twelfth hour of work. Employees who work more than sixteen and one-half consecutive hours of work will be provided a third 20-minute meal period, and employees who work a shift in excess of twenty-one consecutive hours of work will be provided a fourth 20-minute meal period. During the break, employees will be relieved of all duties. Reasonable time using restroom facilities will not be considered a meal period.

An uninterrupted meal break lasting 30 or more minutes will be unpaid. All non-exempt employees must record their meal breaks.

Employees, both exempt and non-exempt, who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should notify Human Resources immediately and, if possible, prior to the beginning of the fifth hour of work or other applicable time frames.

Mandatory Time Off/Day of Rest

The Company will provide nonexempt, nonsupervisory employees working more than 20 hours per week with at least one day (24 consecutive hours) of rest during every consecutive seven-day period.

Illinois Paid Leave

The Company provides eligible employees with Illinois Paid Leave pursuant to the Illinois Paid Leave for All Workers Act (“PLFAW”), which takes effect on January 1, 2024. For all employees covered by the PLFAW, the Company complies with the PLFAW, including providing more generous benefits required by applicable law. Specifically, In lieu of the reasons for use identified in the Company’s Paid Sick Time policy, Illinois employees can use their paid sick time for any reason, as Illinois Paid Leave.

Paid Sick Leave (Chicago Employees)

The Company provides eligible employees with sick leave pursuant to the Chicago Minimum Wage and Paid Sick Leave Ordinance (the Ordinance) as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the Ordinance, the Company complies with the Ordinance, including providing more generous benefits required by applicable law.

Military Leave

In addition to the military leave rights set forth in the National Handbook and subject to the additional provisions set forth in the Illinois Service Member Employment and Reemployment Rights Act (ISERRA) and described in this policy, members of the Armed Forces of the United States, the National Guard of any state or territory and the Illinois State Guard are entitled to the rights, protections, privileges and immunities provided under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and described more fully in the Military Leave policy set forth in the National Handbook.

Employees are entitled to a military leave of absence for active service in accordance with this policy so long as they provide advance notice of pending military service. There may be an exception to this advance notice requirement based on military necessity, as determined by the appropriate state military authority. For purposes of this policy, “military service” includes:

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

Also for purposes of this policy, “active service” means all forms of active and inactive duty (without regard to voluntariness), including, but not limited to: annual training, active duty for training, initial active duty training, overseas training duty, full-time National Guard duty, active duty other than training, state active duty, mobilizations and muster duty.

The Company may require additional documentation from an appropriate military authority for leave due to performance of official duties in support of military or civilian authorities as the result of an emergency or for the employee’s medical or dental treatment.

Employees requesting leave are not required to find an employee to cover their work when they take leave under this policy. Employees taking military leave are also not required to accommodate work-related needs pertaining to the timing, frequency or duration of their leave. The Company may bring concerns over the timing, frequency or duration of military leave to the attention of the appropriate military authority, but understands that accommodation of these concerns is subject to military law and the discretion of that military authority.

Accrued, unused vacation or PTO will be paid during military leave at the employee's request.

Reinstatement

In order to be eligible for reinstatement, an employee must have completed his or her service on a basis that is not dishonorable or otherwise prohibited under federal or state law. A retroactive upgrade of a disqualifying discharge or release will restore reemployment rights, provided the service member employee otherwise meets the eligibility criteria under ISERRA.

An employee who is absent on military leave will, for the period of leave, be credited with the average of the efficiency or performance ratings or evaluations received for the three years immediately prior to the absence for military leave. The rating will not be less than the rating that the employee received for the rated period immediately prior to his or her absence on military leave. Except for during probationary periods, the period of military leave will also be counted in computing seniority and time-in-service requirements for promotion eligibility or any other benefit of employment.

Bereavement Leave

Upon request, eligible employees will be allowed a maximum of two weeks (10 work days) of bereavement leave in connection with the death of an employee's family member or other for other covered events listed below. For purposes of this policy, "family member" is defined as an employee's child (biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis), spouse, domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent.

Eligible employees may take leave under this policy for any of the following reasons:

- To attend the funeral (or funeral alternative) of a family member;
- To make arrangements necessitated by the death of a family member;
- To grieve the death of a family member; or
- To be absent from work due to a miscarriage; an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (e.g., artificial insemination or embryo transfer); a failed adoption match or an adoption that is not finalized because it is contested by another party; a diagnosis that negatively impacts pregnancy or fertility; or a stillbirth.

"Eligible employees" have the same definition as that under the federal Family and Medical Leave Act

(“FMLA”). Thus, in order to be eligible for leave under this policy, an employee must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. If employees are unsure whether they qualify, they should contact Human Resources.

Bereavement leave under this policy must be completed within 60 days after the date on which the employee receives notice of the death of the family member or the date on which an event listed under bullet point 4 above occurs. In the event of the death of more than one covered family within a 12-month period, an employee may take up to a total of six weeks of bereavement leave during a 12-month period.

An employee must provide the Company with at least 48 hours of advance notice of the employee’s intention to take bereavement leave, unless providing such notice is not reasonable or practicable. The Company may request reasonable documentation from the employee to verify the employee’s eligibility for leave under this policy.

Family bereavement leave under this policy is unpaid. Leave under this policy will run concurrently with leave under the Company’s Bereavement Policy in the National Handbook. Employees may elect to substitute other types of leave for family bereavement leave, including but not limited to any available paid leave, such as accrued vacation, PTO or sick leave. A person who uses leave under the Company’s Illinois Extended Child Bereavement Leave policy because of the loss of a child by suicide or homicide may not take leave under this policy for the death of the same child. While family bereavement leave does not run concurrently with the FMLA, employees who have already exhausted their FMLA leave are ineligible for leave under this policy.

The Company prohibits adverse action against an employee because the employee exercised or attempted to exercise rights under the Illinois family bereavement leave law, opposed practices the employee believed to be in violation of such law, or supported the exercise of another person’s rights under such law.

The Company will not retaliate or tolerate retaliation against employees who request or take leave in accordance with this policy.

Extended Child Bereavement Leave

Fulltime employees who have worked for the Company for at least two weeks and experience the loss of a child by suicide or homicide may take up to 12 weeks of unpaid child bereavement leave.

Leave under this policy may be taken in a single continuous period or intermittently in increments of at least four hours. Leave may be taken within one year after the employee notifies the Company of the loss.

An employee must provide the Company with reasonable advance notice of the employee’s intention to take extended child bereavement leave, unless providing such notice is not reasonable and practicable. The Company may request reasonable documentation from the employee stating the cause of death.

Extended child bereavement leave under this policy is unpaid. However, leave under this policy will run concurrently with leave under the Company's Bereavement Policy in the Employee Handbook. Employees may elect to substitute other types of leave for extended child bereavement leave, including but not limited to any available paid leave, such as vacation or sick leave. Employees who take leave under this policy are not entitled to additional leave under the Company's Illinois Family Bereavement Leave policy for the death of the same child.

Upon return from extended child bereavement leave, the employee will be restored to the position the employee held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Extended child bereavement leave will not result in the loss of any employment benefit accrued prior to the start of leave.

The Company prohibits adverse action against an employee because the employee exercised or attempted to exercise rights under the Illinois extended child bereavement leave law, opposed practices the employee believed to be in violation of such law, or supported the exercise of another person's rights under such law.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who have fewer than two consecutive hours outside of work during which the polls are open will be allowed up to two hours of time off to vote, without loss of pay. The Company may specify when the leave must be taken.

Employees must provide notice of the need for time off prior to Election Day.

IX. INDIANA SUPPLEMENT

Military Leave

Leave for National Guard Members. Indiana regular full-time or part-time employees who are members of the Indiana National Guard or of the National Guard of another state, military reserve components or retired personnel of the United States naval, air or ground forces will be granted a leave of absence for the duration of any active state duty. This leave is in addition to any vacation entitlement.

Employees who are members of the Indiana National Guard or the National Guard of another state and are ordered to training or duty under federal law or state active duty are also entitled to the rights, privileges and responsibilities with respect to employment that are set forth in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). National Guard members ordered to active duty for at least 30 consecutive days are also entitled to the rights, benefits and protections of the federal Soldiers' and Sailors' Civil Relief Act. Accordingly, if eligible employees are called to active duty, they are entitled to a leave of absence in accordance with the Military Leave policy set forth in the National Handbook.

Leave under this policy will be unpaid, except that exempt employees will not incur any reduction in pay for a partial week's absence.

Military Training Leave for Reserve Members. Regular full-time or part-time employees who are reserve members of the United States armed forces are entitled to a leave of absence of up to 15 days per calendar year to attend military training. Employees must provide evidence of their departure and return date for purposes of military training 90 days before the departure date and provide evidence of satisfactory completion of the training.

Employees who take leave under this policy and remain qualified for their job will be restored to the previous position or a similar position with the same status and pay. Seniority will continue to accrue during a leave of absence for military training, and the leave will not affect the employee's right to receive vacation, sick leave or other advantages of the employee's position.

Leave under this policy will be unpaid, except that exempt employees will not incur any reduction in pay for a partial week's absence.

Requesting Leave. Employees should contact Human Resources for more information.

X. KANSAS SUPPLEMENT

Pregnancy Leave

Pregnant employees will be provided a leave of absence for a reasonable period of time for childbearing. Following childbearing, and upon signifying her intent to return within a reasonable period of time, an employee will be reinstated to her original job or to a position of like status and pay without loss of service, seniority or other benefits.

Disabilities caused or contributed by pregnancy and related medical conditions will be treated like other temporary disabilities for all job-related purposes.

Domestic Violence or Sexual Assault Victim Leave

Employees who are victims of domestic violence or sexual assault may take up to eight days of leave per year to:

- Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child or children;
- Seek medical attention for injuries caused by domestic violence or sexual assault;
- Obtain services from a domestic violence shelter, domestic violence program or rape crisis center as a result of domestic violence or sexual assault; or
- Make court appearances in the aftermath of domestic violence or sexual assault.

As a condition of taking time off, employees must provide the Company with reasonable advance notice of their intention to take time off, unless advance notice is not feasible. Within 48 hours after returning from the requested time off, employees must provide documentation to support taking time off. Appropriate forms of documentation include:

- A police report indicating that the employee was a victim of domestic violence or sexual assault;
- A court order protecting or separating the employee from the perpetrator, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

If an unscheduled absence occurs, the Company will not take action against an employee if the employee, within 48 hours after the beginning of the unscheduled absence, provides certification to the Company in the form of the above.

Time off under this policy will be without pay, except that exempt employees may receive pay as required by law. Employees who take Domestic Violence or Sexual Assault Victim Leave may use any accrued paid time off during the leave.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employee who has less than two hours outside of working hours to vote while the polls are open may take the amount of time off needed to have two hours off while the polls are open. For example, if the polls open one hour before an employee's shift begins, the employee can arrive one hour late to work in order to allow two consecutive hours of time off to vote. Time off under this policy will be paid.

Employees should provide reasonable advance notice of the need for time off to vote to their supervisor so that the time off can be scheduled to minimize disruption to normal work schedules. The Company may specify the particular time during which the employee may be absent to vote; however, such time will not extend into an employee's regularly scheduled lunch period.

Military Leave

The Company will not refuse to hire, terminate, or otherwise discriminate against employees for taking time off for military duty or because of their membership in the United States armed forces or reserves or the National Guard. Additionally, the Company will not terminate or punish employees for absences due to the performance of military duty.

Employees returning from active duty in the Kansas National Guard, the Kansas Air National Guard, the Kansas state guard, or other state military force will be reinstated to the same position, with the same level of seniority, pay and status, as long as the employee:

- Provides notice of the intent to return to work within 72 hours after release from military duty or recovery from a service-related illness or injury; and
- Received an honorable discharge.

The Company will reemploy employees returning from military leave unless reemployment is impossible or unreasonable because of changed circumstances, reemployment presents an undue hardship for the Company or the position the individual held before leaving to serve was for a brief, nonrecurrent period. Temporary employees are also not entitled to reinstatement.

Leave under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week's absence due to military leave.

The Company will not terminate employees returning from leave under this policy, without cause, for one year following the date of reemployment.

XI. KENTUCKY SUPPLEMENT

Pregnancy and Lactation Accommodation

The Company will provide a reasonable accommodation for limitations related to pregnancy, childbirth or a related medical condition, including lactation or the need to express breast milk, unless doing so would impose an undue hardship on the Company's business. Reasonable accommodations may include, but are not limited to: more frequent or longer breaks; time off to recover from childbirth; acquisition or modification of equipment; appropriate seating; temporary transfer to a less strenuous or less hazardous position; job restructuring; light duty; modified work schedule; or private space (other than a bathroom) for the purpose of expressing breast milk.

When an employee requests an accommodation under this policy, the employee and the Company will engage in a timely, good faith interactive process to determine what accommodation, if any, may be effective.

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

Overtime

Employees who are not exempt from overtime requirements will be paid overtime in compliance with federal and state law. In addition to the overtime pay provisions set forth in the National Handbook, Kentucky employees who are nonexempt, work more than 40 hours in a week and work every day during a seven-day workweek will be paid one and one-half times their regular rate of pay for all time worked on the seventh day.

This policy does not apply to any officer, foreman or supervisor whose duties are principally limited to directing or supervising other employees.

Meal and Rest Breaks

Employees are entitled to a reasonable meal break, scheduled as close as possible to the middle of their scheduled shift. Employees will not be required to take their meal break sooner than three hours or later than five hours after the start of their shift.

During the meal break, employees will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid for nonexempt employees.

Employees are also entitled to a 10 minute paid rest break for every four hours of work.

Any employee who is unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

All nonexempt employees must record their meal and rest breaks.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees that do not have sufficient time to vote outside of working hours will be provided at least four hours of time off for the purpose of voting on Election Day, or to request an application for, or execute, an absentee ballot during the office of the clerk's normal business hours. Time off will be without pay for nonexempt employees. The Company may specify the hours during which the employee can be absent.

Employees must provide notice of the need for time off under this policy at least one day before leave will be taken. Employees who take time off under this policy but do not vote or request an application for an absentee ballot may be subject to disciplinary action.

Election Official Leave

Employees will be granted a full-day leave of absence when serving or training to serve as an election official. Employees wishing to take leave under this policy should notify Human Resources in advance. Employees will not be terminated or otherwise penalized or discriminated against for taking leave under this policy. Leave under this policy will be unpaid, except that exempt employees may be compensated for partial day absences, as required by applicable law.

The Company may specify the hours during which the employee can be absent from work.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Kentucky employees who are members of the National Guard (including the Army National Guard and Air National Guard) of Kentucky or of any other state are entitled to an unpaid leave of absence for the period required to perform active duty or training. Upon release from a period of active duty or training, returning employees will be reinstated to their former position of employment with the seniority, status, pay and other rights and benefits they would have had if they had not been absent.

XII. MASSACHUSETTS SUPPLEMENT

Sexual and Other Unlawful Harassment

As set forth in the Employee Handbook, the Company is committed to providing a work environment free of harassment. The Company complies with Massachusetts law and maintains a strict policy prohibiting sexual harassment and harassment against employees or applicants for employment based on race, color, natural or protective hairstyle, religious creed, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin or ancestry, physical or mental disability, age (40 and over), military status, certain criminal records, genetic information or testing, HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person and taking of parental leave. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

All employees are expected to comply with the Company's Anti-Harassment policy, as set forth in the Employee Handbook. While the Anti-Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who believes that he or she has been harassed or discriminated against should provide a written or verbal report to his or her supervisor, another member of management or Human Resources as soon as possible. The responsibility to investigate complaints of harassment has been assigned to Martin Whitehead, Vice President, Human Resources, who can be reached via email at Martin.Whitehead@exlservice.com or via telephone at 201.748.4773. Employees who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

- The Massachusetts Commission Against Discrimination, which can be reached at the following locations:
 - Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108, telephone number (617) 994-6000
 - Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103, telephone number (413) 739-2145
 - The Worcester and New Bedford Offices are currently closed. In the meantime, individuals residing in the Worcester or New Bedford areas can call either the MCAD's Boston office at telephone number (617) 994-6000, or the MCAD's Springfield office at telephone number (413) 739-2145
- The Equal Employment Opportunity Commission, which can be reached at John F. Kennedy Federal Building, Government Center, 475 Government Center, Boston, MA 02203, telephone number (800) 669-4000.

Complaints filed with the MCAD and the EEOC must be filed within 300 days of the incident giving rise to the claim.

Pregnancy and Lactation Accommodation

Employees and applicants with needs related to pregnancy, childbirth or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. A reasonable accommodation may include, but is not limited to, the following: more frequent or longer breaks; acquisition or modification of equipment or seating; assistance with manual labor; job restructuring; light duty; private non-bathroom space for expressing breast milk; modified work schedules; temporary transfers to a less strenuous or hazardous position; or time off to attend to a pregnancy complication or recover from childbirth. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's program, enterprise or business.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or employees who request or use such reasonable accommodations. Employees who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Company of their intent to return to work or when the employee's need for a reasonable accommodation ends.

The Company may require that employees provide documentation about the need for a reasonable accommodation, or the need to extend an accommodation, from an appropriate health care or rehabilitation professional. The Company will not require such documentation when the requested accommodation is more frequent restroom, food and water breaks; seating; private non-bathroom space for expressing breast milk or limits on lifting over 20 pounds.

Employees who have questions about this policy or who wish to request leave or other reasonable accommodations under this policy should contact Human Resources. When an employee makes a request for a reasonable accommodation, the Company and employee will engage in a timely, good faith and interactive process to determine an effective reasonable accommodation.

Meal Breaks

Employees who work six or more continuous hours will be provided at least a 30-minute meal break. Employees must not perform any work during the meal break and are free to leave the workplace premises. Employees are expected to return to work promptly at the end of every meal break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which he or she is entitled under this policy, should immediately notify a supervisor or Human Resources.

Massachusetts Paid Family and Medical Leave

In accordance with the Massachusetts Paid Family and Medical Leave Law, M.G.L. c. 175M (“PFML”), eligible employees may be entitled to a leave of absence with partial wage replacement benefits from the Department of Family and Medical Leave (“Department”) to care for a family member with a serious health condition, care for their own serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service.

Eligible Employees

This policy applies to eligible Massachusetts-based employees including full-time, part-time, permanent or seasonal workers. To be eligible for PFML leave, employees must meet financial eligibility requirements established by the Department, not the Company.

Contributions

PFML benefits are funded by both a Company contribution and an employee contribution to the Employment Security Trust Fund. Employee contributions are made through payroll deductions, and the amount of the contribution depends on the employee’s eligible wages. The maximum deduction amount will be adjusted periodically by the Department. The amount of any deduction taken will be reflected on an employee’s paystub.

Reasons for and Length of Leave

An eligible employee may be entitled to take PFML up to a maximum of:

- 12 weeks of paid family leave: (1) for the birth, adoption or foster care placement of a child; (2) to care for a family member with a serious health condition; or (3) due to a qualifying exigency arising because a family member is on active duty or has been notified of an impending call to active duty in the United States armed forces.
- 20 weeks of paid medical leave in a benefit year to attend to their own serious health condition.
- 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition related to the family member’s military service.

A covered employee will be allowed a maximum of 26 weeks of paid medical and paid family leave, in the aggregate, in a benefit year.

Definitions

- **“Benefit year”** means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day of paid family or medical leave.

- **“Child”** means a biological, adopted or foster child, a stepchild or legal ward, a child to whom the covered individual stands in loco parentis, or a person to whom the covered individual stood in loco parentis when the person was a minor child.
- **“Family Member”** means the spouse, domestic partner, child, parent or parent of a spouse or domestic partner of the covered individual; a person who stood in loco parentis to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the covered individual.
- **“Parent”** means a biological, adoptive, step- or foster mother or father.
- **“Qualifying Exigency”** means a need arising out of the employee’s family member’s active duty service or notice of an impending call or order to active duty in the Armed Forces (e.g., providing for the care or other needs of the military member’s child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave, or making arrangements following the death of a military member).
- **“Serious Health Condition”** means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical facility or continuing treatment by a health care provider.

Wage Replacement Benefits

Eligible employees may receive wage replacement benefits directly from the Department. The amount of wage replacement benefits is calculated based on the employee’s average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. For certain types of PFML leave, there is a seven (7) day unpaid waiting period before benefits are payable. Employees may use available vacation, sick leave (if applicable), or other paid time off during any applicable unpaid waiting period. The unpaid leave during the initial waiting period counts against an employee’s maximum PFML entitlements, as outlined above.

Health Benefits

During an approved PFML leave, the Company will continue making contributions for an employee’s group health benefits on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during PFML leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave.

Intermittent Leave

Under some circumstances, employees can take PFML leave on an intermittent basis (i.e., taking leave in blocks of time) or on a reduced schedule basis (i.e., reducing the employee’s normal weekly or daily work schedule). An employee may take PFML leave intermittently or on a reduced schedule basis to care for their own or a family member’s serious health condition or to care for a family member who is a covered service member, if a health care provider determines it is medically necessary. If an employee requests intermittent or reduced schedule PFML leave for their own serious health

condition, the Company may request additional information and will work with the employee to identify a schedule for leave that meets the employee's needs without unduly interrupting the Company's business operations (subject to the approval of the employee's healthcare provider).

The Company will allow employees to take PFML leave on an intermittent or reduced schedule basis for the birth, adoption or foster care placement of a child.

Employees may take PFML leave on an intermittent or reduced schedule basis when leave is due to a qualifying exigency.

PFML leave can be taken in increments of .5 hours. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the employee's available allotment of leave. Employees cannot apply for payment of benefits for intermittent PFML leave until they have accumulated 8 hours of leave time or until 30 calendar days following the first use of intermittent leave, whichever comes first.

Employees seeking intermittent PFML leave must notify the Department and the Company of the schedule for intermittent leave. Employees who are approved for and use intermittent leave and fail to work during in accordance with an agreed-upon schedule may be subject to discipline. If an employee's use of intermittent PFML leave is inconsistent with the Department's approval, the Company may also request additional information in support of the need for leave.

Applying for PFML Benefits

Employees must file claims for PFML benefits directly with the Department using the Department's forms. Applications may be submitted using the Department's online system at www.mass.gov/DFML, and may be submitted up to sixty (60) days prior to the anticipated start date of PFML leave. Applications must be submitted no later than ninety (90) days after the start of PFML leave unless the employee establishes good cause.

Requesting PFML Leave

Employees must provide at least 30 days advanced written notice to the Company's Benefits Department and specify the anticipated starting date of the leave, the anticipated length of the leave and the expected date of return. An employee must also file a benefit claim using the forms prescribed by the Department of Family and Medical Leave.

If the employee is unable to provide 30 days' notice due to circumstances beyond their control, the employee must provide notice as soon as practicable. Failure to provide timely notice may result in a partial denial or delay in an employee's receipt of PFML. A request for an extension must be filed 14 calendar days prior to the expiration of the original approved leave, unless it is determined by the Department that good cause for the delay is shown.

Employees who are planning medical treatment should consult with the Company in advance of an application to the Department and make a reasonable effort to schedule the treatment that will not unduly disrupt the Company's business operations (subject to approval from the employee's health care provider).

The Company will treat any medical or health information as confidential and will not disclose such information except with the permission of the employee requesting leave, unless disclosure is otherwise required by law.

The Department may deny an application for benefits if proper notice is not made to the Company as described above.

Return to Work

An eligible employee who takes PFML leave and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent job with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave. Upon reinstatement, taking PFML leave shall not effect an employee's previously held right to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other employment benefits, plans or programs in accordance with Company policy.

The Company may deny restoration to any employee if:

- Other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or change in operating conditions; or,
- If the contract for employment for which the employee was hired for has concluded and the Company would not have otherwise continued to employ the employee.

Coordination with Other Leaves and Benefits

Leave taken under the PFML will run concurrently with leave taken under the Massachusetts Parental Leave Act, the federal Family and Medical Leave Act and any disability plan or employer paid family and medical leave program, when the leave is for the same qualifying reason. In no case will the combined pay an eligible employee receives through any wage-replacement program(s), including PFML benefits and any Company-provided paid family and medical leave program, exceed the employee's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

Employees may use available vacation, sick leave, or other accrued paid time off benefits to supplement their PFML benefit to receive their full average weekly wage during some or all of the PFML.

Fraudulent Use of PFML Prohibited

Employees who fraudulently obtain PFML benefits will not receive the protections and benefits provided by the law, and may be required to repay the Trust Fund for any benefits received.

Protected Rights

The Company takes its PFML obligations very seriously and will not interfere with, restrain or deny

the exercise of any right protected under the PFML. The Company will not discriminate or retaliate against any individual because that person because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the PFML, testify or provide information in an inquiry or proceeding related to the PFML, or otherwise exercise their rights under the PFML. If an employee believes that their PFML rights have been violated in any way, they should immediately report the matter to Human Resources.

Employees may also contact Human Resources at US.Benefit@exlservice.com with questions regarding PFML leave or benefits.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who have less than two consecutive hours between the time their polling location opens and the time their scheduled shift begins may arrive late to work so that they have a total of two consecutive hours after the polls open to vote. Time off under this policy will be without pay, except that exempt employees may receive pay, as required by law.

Employees must provide reasonable advance notice of the need for time off to vote so that time off can be scheduled to minimize disruption to normal work schedules.

Abuse Victim Leave

Employees who are victims of abusive behavior, defined for purposes of this policy to include domestic violence, stalking, sexual assault and kidnapping, or that have a family member who is a victim of abusive behavior, may take up to 15 days of unpaid leave within a 12-month period to address issues related to the abuse. For purposes of this policy, abusive behavior includes conduct by a current or former spouse; a person with whom the employee or covered family member shares a child; a person cohabitating with or who has cohabitated with the employee or covered family member; a person related by blood or marriage to the employee or covered family member; or a person with whom the employee or covered family member has or had a dating relationship.

Employees must exhaust any available annual vacation leave, PTO, personal leave and sick leave, if applicable.

An employee who is the perpetrator of the abusive behavior is not eligible for leave under this policy.

Covered family members include the employee's spouse; a person in a dating or engagement relationship with the employee and who resides with the employee; someone having a child in common with the employee; a parent, stepparent, child, stepchild, sibling, grandparent, grandchild or someone in a guardianship relationship with the employee.

Leave taken under this policy must be used to address issues directly related to the abusive behavior and may be used to:

- Seek or obtain medical attention; receive counseling, victim services or legal assistance;
- Secure housing;
- Obtain a protective order from a court;
- Appear in court or before a grand jury;
- Meet with a district attorney or other law enforcement official;
- Attend child custody proceedings; or
- Address other issues directly related to the abusive behavior against the employee or covered family member.

Employees may take up to 15 days of leave within a 12-month period. The 12-month period begins on the date of an employee's first use of such leave and ends 12 months after that date.

Where they overlap, leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act.

Employees needing leave under this policy must provide advance notice of the need for leave to the greatest extent possible. However, if there is a threat of imminent danger to the health or safety of the employee or a covered family member, the employee must notify the Company within three workdays that protected leave was taken or is being taken. Such notice may be provided by the employee, a family member of the employee or a professional assisting the employee with addressing the abusive behavior, and can be made via telephone, in person or in writing.

If an absence is unscheduled, the Company will not take any negative action against the employee as long as the employee provides appropriate documentation within 30 days of the unauthorized absence.

The Company may require employees to provide supporting documentation demonstrating that the employee or a covered family member was the victim of abusive behavior and that the reason for taking leave was related to that behavior. Such documentation should be provided within a reasonable period of time and may include:

- A protective order or other document issued by a court;
- A document under the letterhead of a court, provider or public agency that the employee attended for the purpose of obtaining assistance regarding the abusive behavior;
- A police report or witness statement provided to the police;
- Documents showing that the perpetrator was convicted of an offense constituting abusive behavior, or admitted to facts sufficient to establish guilt of abusive behavior;
- Medical documentation;
- A sworn statement, signed under penalty of perjury, from a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional advocate who has assisted the employee and/or his or her family address the effects of abusive behavior; or
- A sworn statement, signed under penalty of perjury, from the employee, attesting that the employee or a covered family member has been the victim of abusive behavior.

All information and documentation related to an employee's use of domestic violence leave will be kept confidential, unless such disclosure is expressly required by law, requested in writing by the

employee or necessary to protect the safety of the employee or other employees.

Upon return from leave, employees will be restored to their original position or to an equivalent position. The Company will not take any adverse action against an employee for exercising his or her rights under this policy. Additionally, employees taking leave under this policy will not lose any benefits accrued prior to the start of the leave.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, harassed, coerced, or penalized because they request or take leave in accordance with this policy.

All employees, including temporary employees, will receive their regular compensation during the first three days of jury service. Any additional time off under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

Employees scheduled to work at night will not be required to: (1) work beyond midnight the night before first day of jury service; (2) work while impaneled on a trial unless authorized by the judge; or (3) be required to work on the last day of service if released by the court after 4 pm.

Employees should provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Military Leave

In addition to the military leave rights set forth in the National Handbook, members of the armed forces of the Commonwealth, including the state defense force, the state staff, or the armed forces of another state or territory who are employed within Massachusetts and ordered to active duty under state or federal law, are entitled to the rights, protections, privileges and immunities provided under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and described more fully in the Military Leave policy set forth in the National Handbook.

When military service, as described above, is in support of a critical homeland security or emergency management operation, as determined by the adjutant general, it will not be counted toward the cumulative five year period of absence allowed for military leave.

Paid Sick Time

The Company provides eligible employees with paid sick time in accordance with the requirements of the Massachusetts Earned Sick Time Law (ESTL) as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the ESTL, the Company complies with the ESTL, including providing more generous benefits required by applicable law.

XIII. MARYLAND SUPPLEMENT

Reasonable Accommodation for Pregnant Employees

Pregnant employees who have a temporary disability (as defined under Maryland law) that is caused or contributed to by pregnancy, may request the following accommodations: (1) changing of job duties; (2) relocating a work area; (3) providing mechanical or electrical aids; (4) transferring to a less strenuous or less hazardous position; (5) temporary change in work hours; or (6) providing leave.

After an employee has made a request for accommodation under this policy, she and the Company will engage in an interactive process to determine what accommodation, if any, may be appropriate.

An employee requesting an accommodation under this policy may be required to provide a health care provider's certification that includes the date the accommodation became medically advisable, the probable duration of the accommodation and an explanatory statement as to the medical advisability of the accommodation.

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

Lactation Accommodation (Baltimore Employees)

In accordance with the Baltimore City Lactation Accommodation Ordinance (the "Lactation Accommodation Ordinance"), the Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child.

If an employee otherwise receives any paid rest or break time, the lactation break time should, to the extent possible, run concurrently with that paid break time. If the break time cannot run concurrently with any paid rest or break time already provided to the employee, the break time will be unpaid for nonexempt employees.

Lactation Location

Upon request, the Company will provide a lactation location (other than a bathroom or closet) that is in close proximity to the employee's work area. The lactation location may be the place where the employee normally works, if it otherwise meets the requirements of the Lactation Accommodation Ordinance.

The lactation location will shield occupants from view and intrusion by coworkers and others and will be safe, clean and free of toxic or hazardous materials. The lactation location will contain a surface on which to place a breast pump and other personal items, a place to sit and at least one electrical outlet. A sink with running hot and cold water and a refrigerator in which the employee can store breast milk will either be present in the lactation location itself or at another location that is within close proximity to the employee's work area. Access to the lactation location will be limited by a door that can be locked from the inside.

A designated lactation location may also be used for other purposes. However, throughout the period when an employee needs to express milk, the primary function of the space will be its use as a lactation

location. Employees who might otherwise wish to use the designated space should be aware that its primary function is to serve as a lactation location (when applicable), which takes precedence over all other uses. Employees who have questions or concerns related to lactation location scheduling should contact Human Resources.

Requesting a Lactation Accommodation

Baltimore employees have a legal right to request a lactation accommodation. To request a lactation accommodation, employees should complete a Lactation Accommodation Request Form and submit the form to US.Benefit@exlservice.com. The Company will respond to the employee's request within five business days and will engage in an interactive process to determine lactation break periods and an appropriate lactation location.

If the Company does not provide lactation breaks or a lactation location, or provides a lactation location that does not fully comply with the BLAO or asserts a waiver or variance for undue hardship, the Company will describe, in a written response to a lactation accommodation request, the specific bases for which the Company has done so.

Employees should contact Human Resources with any follow-up inquiries.

Retaliation Prohibited

Under the Lactation Accommodation Ordinance, employers who do not provide lactation breaks or a lactation location, provide a lactation location that does not fully comply with the law or assert a waiver or variance from the lactation accommodation requirements are required to describe, in a written response to the employee's request for accommodation, the specific bases for not providing the accommodation. The Company will not demote, terminate or otherwise retaliate against an employee who requests or makes use of the accommodations and break time described in this policy or otherwise exercises rights conferred by the Lactation Accommodation Ordinance. Any employee who believes she has experienced a violation of the Lactation Accommodation Ordinance or this policy can report their concerns to Human Resources. Employees can also file a complaint regarding alleged violations of the Lactation Accommodation Ordinance with the Baltimore Community Relations Commission.

Military Leave

The Company will extend the protections of the federal Service Members Civil Relief Act of 2003 (formerly the Soldiers' and Sailors' Civil Relief Act of 1940) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) to members of the National Guard as follows:

- The Service Members Civil Relief Act applies when members of the Maryland National Guard are ordered to military duty under state or federal authority for a period of 14 consecutive days or longer.
- USERRA applies when members of the Maryland National Guard are ordered to military duty under state or federal authority for any period of time, even if the member is not a resident of or employed in Maryland. USERRA also applies to residents of Maryland who are members of the National Guard of another state or the District of Columbia and are ordered to military

duty for any period of time by the chief executive officer of that jurisdiction or under federal authority.

For more information, please contact Human Resources.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

If employees have less than two consecutive hours before or after work to vote, they may take up to two hours off from work, without loss of pay, to vote. Any additional time off will be without pay for nonexempt employees.

The Company asks that employees request time off to vote from their supervisor at least one day prior to Election Day so that the time off can be scheduled to minimize disruption to normal work schedules.

Paid Sick, Safe and Parental Leave

The Company provides eligible employees with paid sick, safe and parental leave in accordance with the requirements of the Maryland Healthy Working Families Act ("HWFA") and the Montgomery County paid sick leave law, as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the HWFA or the Montgomery County paid sick leave law, the Company complies with these laws, as applicable, including providing more generous benefits required by an applicable law.

XIV. MINNESOTA SUPPLEMENT

Pregnancy Accommodation

In addition to the pregnancy accommodations provided in accordance with the federal Pregnant Workers Fairness Act, as described in the National Handbook, the Company will provide employees with reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with Minnesota's Nursing Mothers, Lactating Employees and Pregnancy Accommodations law.

Employees may request reasonable accommodations, such as temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. The following reasonable accommodations will be provided upon request and without medical certification: 1) more frequent or longer restroom, food and water breaks; 2) seating; and/or (3) limits on lifting over 20 pounds. For all other requests for reasonable accommodation, an employee must obtain the advice of her licensed health care provider or certified doula, and the request need not be granted if it would impose an undue hardship on the operation of the Company's business.

A reasonable accommodation does not require the Company to create a new or additional position, terminate any other employee, transfer any other employee with greater seniority or promote any employee.

Employees who take a leave of absence under this policy will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours and pay. Employees returning from a leave lasting longer than one month must notify their supervisor or the Human Resources Department at least two weeks prior to the anticipated return date.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact the Human Resources Department. The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise discriminate or retaliate against employees because they request or make use of accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy, childbirth or health conditions related to pregnancy or childbirth.

Employees who believe they have been denied an accommodation or break time, retaliated against or otherwise treated in a manner that violates this policy should immediately report this concern to their supervisor or the Human Resources Department. Employees who believe their rights under the Nursing Mothers, Lactating Employees and Pregnancy Accommodations law have been violated can also contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075. Individuals have the right to file a civil lawsuit for relief. Additional information about the law can be found at dli.mn.gov/newparents.

Lactation Accommodation

In compliance with Minnesota's Nursing Mothers, Lactating Employees and Pregnancy Accommodations law, the Company will provide reasonable paid break times each day to

accommodate an employee desiring to express milk. The break time can run concurrently with rest and/or meal breaks.

The Company will make reasonable efforts to provide a clean, private and secure room or other location that is not a toilet stall and that has access to an electrical outlet for employees to express milk. Employees should discuss with their supervisor or the Human Resources Department the location to express milk and to store expressed milk and to make any other arrangements under this policy.

Employees should provide reasonable notice to the Company that they intend to take breaks for expressing milk upon returning to work.

The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce or otherwise retaliate or discriminate against an employee who requests or makes use of the accommodations and break time described in this policy. Employees who believe they have been denied an accommodation or break time, retaliated against or otherwise treated in a manner that violates this policy should immediately report this concern to their supervisor or the Human Resources Department. Employees who believe their rights under the Nursing Mothers, Lactating Employees and Pregnancy Accommodations law have been violated can also contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075. Individuals have the right to file a civil lawsuit for relief. Additional information about the law can be found at dli.mn.gov/newparents.

Wage Disclosure Policy

Employees have the right to tell any person the amount of their own wages and to discuss another employee's wages. The Company may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages, discussing another employee's wages which have been disclosed voluntarily, or asserting any rights under this policy.
- Retaliate against an employee for asserting rights or remedies in accordance with Minnesota law.

Nothing in this policy will be construed to require an employee to disclose their wages to anyone. Moreover, this policy does not permit the disclosure of any proprietary information, trade secret, or information that is otherwise subject to a legal privilege or protected by law, without the express written consent of management; nor does it condone the disclosure of protected information concerning other employees to a competitor where prohibited by policy or contract.

Any employee who believes that this policy has been violated or that he or she has been retaliated against should provide a written or verbal report to his or her supervisor, another member of management or Human Resources as soon as possible. Once a complaint is received, or the Company has reason to believe this policy is being violated, the Company will undertake an investigation as set forth in the Employee Handbook, and the Company will reach reasonable conclusions based on the

information collected. Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The individual about whom the complaint was made will be informed of the outcome and, if the Company determines that this policy has been violated, will be subject to disciplinary action. Appropriate action will also be taken to deter any such conduct in the future.

An employee may bring a civil action for a violation of this policy seeking any of the remedies available under the Minnesota Wage Disclosure Protection Law, including if appropriate, reinstatement, back pay, restoration of service credit, and expungement of adverse employment records.

Access to Personnel Files

Employees may review or obtain a copy of their personnel file once per six-month period, by submitting a written request to Human Resources. The review will take place in the presence of a company representative, at the employee's place of employment or a reasonably nearby location, and during normal business hours. Upon separation from employment, employees may obtain a copy of their personnel file once each year after separation for as long as the personnel record is maintained.

The following records are not subject to inspection: written references or letters of recommendation; certain information pertaining to a criminal or civil investigation; certain protected educational records; results of employer testing (except for cumulative scores); medical records; information relating to the Company's salary system and staff planning; certain information relating to other people, including co-workers; and certain privileged information.

Employees who disagree with any of the information contained in their personnel file should notify Human Resources. If an employee and the Company cannot agree to remove or correct the specified information, the employee may submit a written statement, not to exceed five pages in length, explaining the employee's position regarding the disputed information. The statement will be maintained as part of the employee's personnel file and included in any disclosure to a third party.

Meal and Rest Breaks

Nonexempt employees who work eight or more consecutive hours will be provided a 30-minute meal break. During the break, employees will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid.

Employees will be provided adequate time to use the nearest convenient restroom during each consecutive four-hour period of work.

Employees who are unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy or who have been prevented or discouraged from taking a break to which they are entitled under this policy should immediately notify Human Resources.

All nonexempt employees must record their meal breaks.

Minimum Wage Rights for St. Paul Employees

Employees who work within the City of St. Paul, Minnesota are generally entitled to earn at least the

minimum wage rate required under the City’s Minimum Wage Ordinance (“MWO”) for time spent working in the City. The MWO applies to employees working within the City limits for at least two hours in a one week period, regardless of their immigration status.

Employees who have questions about this policy or their pay should contact Human Resources. The Company will not retaliate against employees or tolerate retaliation against employees because they request payment of the minimum wage or report a violation of the MWO. Employees have the right to report a violation of the MWO to the City of Saint Paul’s Department of Human Rights & Equal Economic Opportunity, Labor Standards Education and Enforcement Division, if they: have been denied payment of the required minimum wage and/or have been retaliated against for requesting payment of the minimum wage or reporting a violation of the MWO.

Minnesota Sick Leave

The Company provides eligible employees with sick and safe time pursuant to the the Minnesota Earned Sick and Safe Law (“ESSTL”), which takes effect on January 1, 2024, as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the ESSTL, the Company complies with the applicable law, including providing more generous benefits required by applicable law. A copy of the Minnesota Notice to Employees is attached to the end of this supplement.

Sick and Safe Time (Minneapolis, St. Paul and Duluth)

The Company provides eligible employees with sick and safe time pursuant to the St. Paul Earned Sick and Safe Time (ESST) Ordinance, the Minneapolis Sick and Safe Time Ordinance (MSSTO) and the Duluth Earned Sick and Safe Time Ordinance (DESSTO), as applicable, as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the ESST, the MSSTO or the DESSTO, the Company complies with the applicable law, including providing more generous benefits required by applicable law. For employees working in Minneapolis, a copy of the Minneapolis Notice to Employees is attached to the end of this supplement.

Military Leave

In addition to the rights set forth in the National Handbook, employees who are members of the military or naval forces of the United States or Minnesota will be allowed an unpaid military leave of absence when called to active state or federal military service during time of war or emergency.

The Company will reinstate employees returning from military leave to the same position or a position of like seniority, status and pay, provided that the:

- Leave does not exceed four years, unless a period of additional service is imposed by law;
- Employee is not precluded by mental or physical disability from performing the duties of the position;
- Employee provides a certificate of honorable discharge or other Official document that shows satisfactory completion of service; and

- Employee applies to the Company within 90 days of discharge from actual service or from hospitalization for a service-connected injury (so long as recuperation has not taken more than one year).

Upon reinstatement, employees will have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave and other benefits as if they were actually employed during the time of military leave.

The Company will not terminate an employee who is returning from military leave with the United States armed forces, without cause, within one year following the date of reemployment.

The Company will not discriminate or retaliate against an employee because the employee takes a leave of absence in accordance with this policy.

Pregnancy and Parenting Leave

Employees will be allowed up to 12 weeks of unpaid pregnancy or parenting leave in accordance with the Minnesota Pregnancy and Parenting Leave Act (MPPLA).

MPPLA leave is available to biological or adoptive parents in conjunction with the birth or adoption of a child. A “child” is a person under the age of 18 or under the age of 20 but still attending a secondary school. The leave must begin within 12 months of the birth or adoption of the employee’s child, or if the child remains in the hospital longer than the mother, within 12 months after the child leaves the hospital.

MPPLA leave is also available to female employees for prenatal care or for incapacity due to pregnancy, childbirth or related health conditions and will begin at a time requested by the employee.

Where both the federal Family and Medical Leave Act (FMLA) and MPPLA apply, the leave provided by each will count against the employee’s entitlement under both laws. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The amount of pregnancy or parenting leave will be reduced by any company-provided paid leave, including disability, personal, medical or sick leave or accrued vacation time, so the total leave (pregnancy/parenting plus paid leave) is not more than 12 weeks.

The Company will continue to make insurance coverage under any group insurance policy, group subscriber contract or healthcare plan available to the employee and the employee’s dependents on the same basis as if the employee were not on leave.

Employees must notify Human Resources of the date and duration of the requested leave no later than 30 days before the commencement of the leave. Employees returning from a leave lasting longer than one month must notify their supervisor, Human Resources at least two weeks prior to the anticipated return date.

Upon return, employees will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours and pay.

The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce or otherwise retaliate or discriminate against an employee for requesting or taking a pregnancy or parenting leave of absence in accordance with this policy.

Time Off To Vote

The Company encourages employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who are eligible to vote may take the necessary amount of time off to appear at the employee's polling place, cast a ballot and return to work. Time off is paid and may be taken to vote in any regularly scheduled state primary or general election, an election to fill a vacancy in the office of a United States senator or United States representative, or an election to fill a vacancy in the office of a state senator or state representative. Employees are not required to use vacation time, personal leave or any other available paid time off for leave taken in accordance with this policy.

XV. MISSOURI SUPPLEMENT

Jury Duty

Employees who are absent from work while participating in the jury selection process or while serving as a juror will not be asked or required to use any accrued paid time off, including vacation or sick time, during the absence. For employees located at the Lee's Summit, MO Operations Center, time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours. Employees who have less than three hours outside of working hours to vote while the polls are open may take up to three hours off from work, without loss of pay, to vote. Any additional time off will be without pay for nonexempt employees. Employees will not be penalized, terminated or docked pay for leaving work to vote as long as they request time off prior to Election Day.

Any request for time off to vote should be made as soon as possible and no later than the day before the election. The Company may specify the hours during which the employee may be absent.

Military Leave

In addition to the military leave rights set forth in the National Handbook, employees who are members of the state military forces of Missouri, the National Guard of Missouri or any other state, and members of any reserve component of the Armed Forces of the United States and are ordered to active duty are entitled reemployment under the same conditions as provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Leave under this policy will be without pay, except that exempt employees will not incur any reduction in pay for a partial week's absence due to military leave.

Domestic or Sexual Violence Victim Leave and Accommodations

Employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence and whose interests are not adverse to the employee as it relates to the domestic or sexual violence, may take up to two workweeks of leave during any 12-month period to address domestic or sexual violence.

A "workweek" is the employee's standard workweek. The total number of workweeks to which an employee is entitled will not decrease during the relevant 12-month period. Leave may be taken consecutively, intermittently or on a reduced work schedule.

Leave will be unpaid, except that exempt employees will receive pay when required by applicable law.

Employees may use leave for any of the following reasons:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

A "family or household member" means:

- A spouse;
- A parent (meaning the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter, as defined below);
- A son or daughter (meaning a biological, adopted or foster child, step-child, legal ward, or child of a person standing in loco parentis who is under 18 years of age or who is 18 or older and incapable of self-care because of a mental or physical disability);
- Other person related by blood or by present or prior marriage;
- Other person who shares a relationship through a son or daughter; or
- Individuals residing jointly in the same household.

If the reason for using leave is also a qualifying reason under the federal Family and Medical Leave Act (FMLA) and the employee is in fact eligible for FMLA leave, then the Company will also deduct the leave from the employee's available FMLA leave.

Employees must provide at least 48 hours' advance notice of their intention to take leave, unless providing such notice is not practicable. Employees who take leave under this policy are required to provide the Company, upon request and within a reasonable period of time, with certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the reasons stated above. An employee can satisfy this certification requirement by providing their sworn statement, along with any of the following: documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member sought assistance in addressing domestic or sexual violence and its effects; a police

or court record; or other corroborating evidence.

If an unscheduled absence occurs, the Company will not take action against an employee if the employee, upon request and within a reasonable period of time, provides certification to the Company in the form of the above.

The Company will keep such documentation, including the employee's statement, and the fact that the employee has requested or obtained leave to address domestic or sexual violence, in the strictest confidence. The Company will not disclose such information unless the employee requests or consents to disclosure in writing or disclosure is otherwise required by applicable federal or state law.

During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave. Health benefits will be maintained through the leave period to the extent and under the same terms as they are maintained when the employee is not on a leave of absence.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Reasonable Safety Accommodations. In addition to leave, the Company will provide reasonable safety accommodations in a timely manner to qualified individuals for known limitations resulting from circumstances related to being the victim of or having a family or household member who is a victim of domestic or sexual violence, so long as the accommodation does not impose an undue hardship on Company operations. A "qualified individual" is an employee or applicant who, but for being a victim of domestic or sexual abuse or having a family member who is a victim of domestic or sexual abuse, can perform the essential functions of the job they hold or for which they are applying.

A reasonable safety accommodation is an adjustment to a job structure, workplace facility, or work requirement, including:

- Transfer;
- Reassignment;
- Modified schedule;
- Leave;
- A changed telephone number or seating assignment;
- Installation of a lock;
- Implementation of a safety procedure; or
- Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

In determining whether a safety accommodation is reasonable, the Company will consider any exigent circumstances or danger facing the employee or their family or household member.

Upon request, employees requesting a reasonable safety accommodation must provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for an authorized purpose.

The Company will not retaliate or tolerate retaliation against an employee because the employee requests or uses leave or an accommodation in accordance with this policy.

Victims of Domestic or Sexual Violence

A copy of the Missouri Victims of Domestic or Sexual Violence Notice is attached at the end of this State Supplement.

XVI. NEBRASKA

Paid Time Off

The Company provides eligible employees with paid time off in the form of vacation and floating holidays. Despite any general handbook policy to the contrary, employees will be paid for accrued, unused vacation and floating holidays at the end of the calendar year and upon separation of employment in accordance with applicable law. In Nebraska, vacation accrues on a pro-rata basis.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

Leave to serve on a jury will be paid, except that any compensation (other than expenses) paid by the court for service will be credited against payments made by the Company. Accrued sick leave or vacation will not be applied to an absence for jury duty leave.

Employees must provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employee who has less than two hours outside of working hours to vote while the polls are open may take the amount of time off needed to have two hours off while the polls are open. For example, if the polls open one hour before an employee's shift begins, the employee can arrive one hour late to work in order to allow two consecutive hours of time off to vote.

Employees must provide notice of the need for time off to vote prior to or on Election Day. The Company may specify the particular time during which the employee may be absent to vote.

Time off will be paid for employees who provide proper notice. The Company will not make deductions from employees' salary or wages or otherwise penalize employees for taking leave in accordance with this policy.

Election Officials Leave

The Company will not terminate or otherwise discriminate against employees who miss work to serve as a judge or clerk of an election, a precinct or district inspector, a canvassing board member or any other election worker. Employees taking time off for this purpose are excused from work during the hours when they are required to provide election services. If required to serve eight hours or more, employees will also be excused for the eight hours prior to and the eight hours following their work

as an election official.

Time off under this policy will be paid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

Military Leave

Regular full or part-time employees who are members of the uniformed services performing duty in active service of the state of Nebraska or who are employed in Nebraska and are members of the National Guard of another state and called into active service by a Governor of that state are entitled to many of the same rights, benefits and obligations as are set forth in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and described more fully in the Military Leave policy set forth in the National Handbook. The rights and obligations provided under USERRA and extended to those providing active state military service include the antidiscrimination protections; reemployment rights; the rights benefits and obligations of servicemembers who are absent from work for the purpose of providing military service; rights and obligations with regard to health plans; and rights and obligations with regard to employee pension benefit plans.

XVII. NEW JERSEY SUPPLEMENT

Whistleblower Protections (Conscientious Employee Protection Act)

Employees have the right to complain of workplace practices or policies they believe to be in violation of the law, against public policy and/or fraudulent or unethical.

The Company will not terminate, demote, take any other adverse employment action or otherwise retaliate against an employee because the employee:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer or another employer with whom there is a business relationship, which the employee reasonably believes is in violation of a law or a rule or regulation issued under the law; is fraudulent or criminal; or, in the case of an employee who is a licensed or certified health care professional, constitutes improper quality of patient care;
2. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law or a rule or regulation issued under the law by the employer or another employer with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to or testifies before any public body conducting an investigation, hearing or inquiry into quality of patient care;
3. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation involving deception of or misrepresentation to any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity;
4. Provides information regarding any perceived criminal or fraudulent activity, or policy or practice of deception or misrepresentation, which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity; or
5. Objects to or refuses to participate in any activity, policy or practice that the employee reasonably believes:
 - a. Is in violation of a law or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - b. Is fraudulent or criminal; or
 - c. Is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

When a disclosure is made to a public body, the protection against retaliation does not apply *unless* the employee has brought the activity, policy or practice to the attention of his or her supervisor in writing and has given the Company a reasonable opportunity to correct the activity, policy or practice. There is an exception, however, to this internal disclosure requirement if the situation is an emergency in nature and the employee reasonably believes that the activity, policy or practice is known to one or

more company supervisors or reasonably fears physical harm as a result of the disclosure.

The Company has designated the following official to receive complaints and answer employee questions regarding this policy:

Senior Manager Employee Benefits
US.Benefit@exlservice.com

New Jersey Family Leave of Absence

We recognize that employees may need to be absent from work for an extended period of time for family-related reasons. Accordingly, the Company will grant time off to employees in accordance with the requirements of the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). When both the FMLA and NJFLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses employee rights under the NJFLA. Employees should refer to the National Handbook for additional details regarding the FMLA. Questions concerning this policy should be directed to Human Resources.

Leave Entitlement and Eligibility. Employees who work in New Jersey, or who perform some work in New Jersey and have their work directed and controlled from New Jersey, may be eligible for leave under the NJFLA. To be eligible for leave, employees must have been employed by the Company for at least 12 months and have worked at least 1,000 base hours (including regular time, overtime, workers' compensation leave and military leave) during the 12-month period immediately preceding the leave. The Company may deny leave for certain highly compensated employees.

Eligible employees are entitled to 12 weeks of unpaid leave in a 24-month period. A 24-month period is determined by a rolling 24-month period measured backward from the date an employee uses NJFLA leave. When two employees from the same family (e.g., spouses or siblings) request leave at the same time, the Company will allow each employee up to 12 weeks of unpaid leave, so long as the employee is otherwise eligible for leave.

Permissible Uses of NJFLA Leave. Eligible employees may take family leave to provide care for the following reasons:

- **Bonding Leave:** The birth of a child (including a child born pursuant to a valid written agreement between the employee and a gestational carrier), and to care for a newborn or a child newly placed with the employee for foster care or adoption;
- **Family Care Leave:** Serious health condition of a family member; or
- **Public Health Emergency Leave:** During a state of emergency declared by the Governor (or when indicated as necessary by the Commissioner of Health or other public health authority during an epidemic of a communicable disease, a known or suspected

exposure to the communicable disease, or efforts to prevent spread of the communicable disease):

- To provide in-home care or treatment of the employee's child because the child's school or place of care has been closed by order of a public official due to the epidemic or other public health emergency;
- To care for a covered family member because a public health authority has issued a determination, including a mandatory quarantine order, requiring or imposing responsive or prophylactic measures as a result of illness caused by the communicable disease (or known or suspected exposure to the communicable disease) because the presence in the community of the covered family member in need of care by the employee would jeopardize the health of others; or
- To care for a covered family member who, under the recommendation of a health care provider or public health authority, voluntarily self-quarantines as a result of suspected exposure to the communicable disease because the presence in the community of that family member would jeopardize the health of others.

For purposes of this policy, a "Parent" includes the employee's biological, adoptive, resource family parent, foster parent, stepparent, parent-in-law or legal guardian and includes individuals who become the parent of a child pursuant to a valid written agreement with a gestational carrier. A "child" includes, but is not limited to the employee's biological, adopted, foster child, resource family child, stepchild or legal ward and includes a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier. A "serious health condition" means an illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility or continuing medical treatment or continuing supervision by a health care provider. A "family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, partner in a civil union couple or any other individual related by blood or marriage to the employee or with whom the employee shows a close association that is the equivalent of a family relationship.

Leave for the birth of a child or for the placement of an adopted or foster child must begin within one year after the child's birth or placement for adoption or foster care.

When a leave is covered by both the FMLA and the NJFLA, the leave will simultaneously count as part of the employee's entitlement under both laws. However, a leave granted due to the employee's own serious health condition under the FMLA is not covered by the NJFLA. As a result, a leave of 12 weeks to care for the employee's own serious health condition under the FMLA may be followed by an additional 12-weeks of NJFLA leave for the purposes of Bonding Leave, Family Care Leave or Public Health Emergency Leave. This may result in a combined leave period under both laws of up to 24 weeks.

Requesting Leave. Employees must provide at least 30 days' advance notice to the Company and to our third party administrator, Prudential, before beginning a single, continuous period of NJFLA leave for the purposes of Bonding Leave, unless emergent circumstances warrant shorter notice. Employees taking continuous leave for the purpose of Family Care Leave or Public Health Emergency Leave must provide notice of the leave in a reasonable and practicable manner. In emergency circumstances, employees must provide as much notice as possible. Notice must be in writing, except that employees may provide verbal notice in emergency situations when written notice is impracticable, as long as

they subsequently provide written notice. When taking leave for the purpose of Bonding Leave or Family Care Leave on an intermittent or reduced schedule basis, employees must provide at least 15 days' notice prior to the first day of leave, unless not otherwise practicable. When taking leave for the purpose of Public Health Emergency Leave on an intermittent or reduced schedule basis, the employee must provide notice as soon as practicable. Employees must make a reasonable effort to schedule NJFLA leave in a manner that does not unduly disrupt Company operations.

Certification for Leave

A request for NJFLA leave for Bonding Leave or Family Care Leave will be administered by Prudential. Requests must be supported by certification issued by a duly licensed or other acceptable health care provider. If a completed certification is not returned in a timely manner, the leave may be denied. If there is reason to doubt the validity of the certification, a second (and in some cases a third) medical opinion may be required, which will be done at the Company's expense.

A request for NJFLA Public Health Emergency Leave must be supported by the following:

- For leave taken to provide in-home care or treatment of a child due to the closure of the child's school or place of care, the date on which the closure of the school or place of care began and the reason for the closure;
- For leave taken for because a public health authority has issued a determination, including a mandatory quarantine order, requiring or imposing responsive or prophylactic measures as a result of illness caused by the communicable disease (or known or suspected exposure to the communicable disease) because the presence in the community of the covered family member in need of care by the employee would jeopardize the health of others, the date of issuance of the determination and the probable duration of the determination; and
- For leave taken to care for a covered family member who, under the recommendation of a health care provider or public health authority, voluntarily self-quarantines as a result of suspected exposure to the communicable disease because the presence in the community of that family member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

Intermittent or Reduced Schedule Leave

Employees can elect to take NJFLA leave on a reduced leave schedule basis. However, a reduced schedule may not last longer than 12 months for any one period of leave. In addition, Family Care Leave may be taken on a reduced schedule or intermittent leave may not last longer than 12 months for any period of leave.

Employees wanting to take leave intermittently or on a reduced schedule basis must make a reasonable effort to schedule leave so as not to unduly disrupt the Company's operations.

If possible, prior to the commencement of intermittent leave, an employee should provide a regular schedule of the day or days of the week on which intermittent leave will be taken.

Family Care Leave may be taken on a reduced schedule or an intermittent basis only when medically

necessary.

The Company may require employees on reduced schedule or intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified and that better accommodates a recurring period of leave than does the employee's regular position. The alternative position will have pay and benefits equivalent to the employee's regular position.

Upon returning from a reduced schedule or intermittent leave, the employee will be placed in the same or an equivalent job as the one he or she left when the leave began.

Compensation and Benefits During Leave. Leaves of absence under this policy are generally without pay. However, some employees may be eligible for temporary disability benefits or paid leave benefits and should consult the Company's temporary disability benefits and paid family leave insurance policies. Employees may also contact Prudential. In addition, employees who have accrued paid leave (e.g., sick, vacation or personal time) may use that time during their approved NJFLA leave. Use of paid time off will not serve to extend the length of any leave.

Employees will be permitted to continue employment benefits during the leave at the same level and under the same conditions that coverage would have been provided had the employee continued in employment and not taken leave.

Outside Employment. Employees may not take a new full-time position while on leave. Employees can take a new part-time job as long as it does not exceed half of the employee's regularly scheduled hours worked for the Company. Employees may also continue full-time or part-time employment they had prior to the leave.

Return From Leave. Employees generally will be restored to their original position or to a position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to continued employment than if they had not taken the leave.

Reinstatement may be denied if:

1. During the leave, the employee's job would have been terminated or the employee would have been laid off for reasons unrelated to the leave; or
2. The employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of the intent to do so, was the only way for the Company to prevent substantial and grievous economic injury to its operations. Certain highly compensated employees (those earning pay in the top 5% or whose salary is one of the 7 highest, whichever is greater) may be denied leave or reinstatement if necessary to prevent substantial and grievous economic injury to the Company's business. If an employee falls within this category, he or she will be advised by the Company of any decision to deny leave. This exception does not apply to employees seeking Public Health Emergency Leave.

Retaliation. The Company will not interfere, restrain or deny the exercise of any rights provided under this policy. If an employee believes that his or her NJFLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Family Leave Insurance Benefits

Eligible employees may be eligible for up to 12 weeks of state-provided family leave insurance (FLI) benefits, which is administered through the Company's third-party provider, Prudential, when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after a child's birth if the employee or employee's domestic partner or civil union partner is a biological parent of the child or the parent of the child pursuant to a valid gestational carrier agreement, or after the placement of the child for adoption or as a foster child with the employee;
- To care for a family member with a serious health condition;
- When the employee or employee's family member is a victim of an incident of domestic violence or a sexually violent offense, to engage in activities for which an employee can take unpaid leave under the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), as described in the Company's Domestic or Sexual Violence Victim Leave policy; or
- During a state of emergency declared by the Governor (or when indicated as necessary by the Commissioner of Health or other public health authority during an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease) the employee is required to provide in-home care or treatment of the employee's covered family member because:
 - A healthcare provider or the commissioner or other public health authority has issued a determination that the family member's presence in the community may jeopardize the health of others; and
 - The provider or authority recommends, directs or orders that the employee's family member be isolated or quarantined as a result of suspected exposure to a communicable disease.

If an employee receives benefits for a disability caused by domestic violence or a sexually violent offense, that time off will be considered a period of disability for the employee and not a period of family leave.

For purposes of FLI, a "family member" is defined to include an employee's child, spouse, domestic partner, civil union partner, sibling, grandparent, grandchild, parent, parent-in-law or any other individual related to the employee by blood or who has a close association with the employee that is the equivalent of a family relationship. A "child" includes a biological, adopted, foster or stepchild; legal ward; or a child of an employee's domestic partner or civil union partner or a child who becomes the employee's child pursuant to a valid written agreement with a gestational carrier. A "parent" includes a biological parent, foster parent, adoptive parent or stepparent of the employee or a person who was a legal guardian of the employee when the employee was a child or who became the parent of the child pursuant to a valid written agreement with a gestational carrier.

Eligibility. Employees who have worked at least 20 base weeks in the year preceding the leave or earned in total at least 1,000 times the applicable minimum wage during the prior year are eligible to apply for and receive FLI benefits. Prudential will determine whether an employee is eligible for benefits.

Amount and Duration of Benefits. The weekly FLI benefit is generally 85% of the employee's average weekly wage and is subject to a state-imposed cap. The maximum benefit is generally 12 weeks (or 56 intermittent days) during the 12-month period or one-third of the employee's base year earnings, whichever is less.

When applicable and allowed under applicable law, FLI benefits will run concurrently with leave time available under the New Jersey Family Leave Act or federal Family and Medical Leave Act. Employees are permitted to use any accrued but unused paid time, including paid sick and safe leave, during a period of family temporary disability leave. FLI benefits will not be paid for any period during which the employee receives paid sick leave, vacation time or other leave from the Company at full pay.

Benefits on an Intermittent Basis. Employees may file claims for intermittent periods of time when medically necessary to care for a seriously ill family member or when taking time off to bond with a newborn or newly adopted child, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier or the placement of a foster care child with the employee. Benefits can be taken on an intermittent basis in no less than one-day increments for this purpose, if:

- The total leave time the employee takes does not go over 12 months;
-
- The employee provides at least 15 days' notice, unless an emergency or unplanned event prevents the employee from doing so; and
- The employee makes a reasonable effort to schedule leave in a manner that does not unduly burden the Company and, if possible, provides a regular schedule of the days or days of the week on which the intermittent leave will be taken.

Employees may also file claims for intermittent one-day periods of time when the employee or employee's family member is a victim of an incident of domestic violence or a sexually violent offense, to engage in activities for which an employee can take unpaid leave under the NJ Safe Act, as described in the Company's Domestic or Sexual Violence Victim Leave policy.

Notice and Certification. Employees intending to take a single, continuous leave to bond with a newborn or newly adopted child or a child newly placed with the employee for foster care must provide the Company and Prudential with a minimum of 30 days' notice prior to beginning the family leave.

Unless an emergency or other unforeseen circumstance prevents prior notice, employees intending to take continuous leave to care for a family member must provide the Company and Prudential with advance notice in a reasonable and practicable manner. Employees intending to take leave for reasons related to the employee or employee's family member being a victim of an incident of domestic violence or a sexually violent offense or for the reasons set forth above that are the result of a state of emergency, must provide written notice as far in advance as is reasonable and practical under the

circumstances, unless an emergency or other unforeseen circumstance precludes prior notice.

Employees intending to take intermittent leave to care for a family member or for the birth, adoption or placement of a child in foster care must provide the Company and Prudential with a minimum of 15 days' notice prior to the first day on which benefits will be paid for intermittent leave, absent emergency or unforeseen circumstances. Before intermittent leave related to the birth, adoption or placement of a child for foster care begins, the employee must, if possible, provide the Company with a regular schedule of the days or days of the week on which intermittent leave will be taken.

Unless the leave is unforeseeable, employees who fail to provide this notice may have the amount of benefits they receive reduced. For continuous leave taken for the birth, adoption or placement of a child for foster care, failure to provide advance notice will result in the reduction of benefits by two weeks' worth of benefits unless the time for leave is unforeseeable or changes for unforeseeable reasons.

Employees requesting FLI benefits for leave to care for a family member will be required to provide certification from a health care provider. Employees requesting FLI benefits for leave related to the employee or employee's family member being a victim of an incident of domestic violence or a sexually violent offense or for leave resulting from a state of emergency, as listed above, must, if requested by Prudential, provide certification in support of their claim.

The Company will not discharge, threaten or otherwise discriminate or retaliate against an employee or refuse to restore the employee following a period of leave because the employee requested or took FLI benefits. However, nothing in this policy affords employees any greater right to reinstatement than is available under the New Jersey Family Leave Act, as described in the Company's New Jersey Family Leave policy.

Paid Sick and Safe Leave

The Company provides eligible employees with paid sick and safe leave in accordance with the requirements of New Jersey's earned sick and safe leave law ("ESSLL") as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the ESSLL, the Company complies with the ESSLL, including providing more generous benefits required by applicable law.

Domestic or Sexual Violence Victim Leave

Eligible employees who are victims of domestic violence or a sexually violent offense or who have a qualifying family member who is a victim of domestic or sexual violence may take up to 20 days of unpaid leave in the 12-month period following an incident of domestic or sexual violence to:

- Seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family member;
- Obtain services from a victim services organization for the employee or the employee's family member;
- Obtain psychological or other counseling for the employee or the employee's family member;

- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or the employee's family member from future domestic or sexual violence or to ensure economic security;
- Seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attend, participate in or prepare for a criminal or civil court proceeding relating to domestic or sexual violence.

For purposes of this policy, a “family member” is an employee’s child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner or civil union partner, any other individual related by blood to the employee or any other individual who has a close association with the employee that is the equivalent of a family relationship.

Employees are eligible for leave under this policy if they have been employed with the Company for at least 12 months and for at least 1,000 base hours during the 12-months immediately preceding the leave.

When the need for leave is foreseeable, employees must provide written notice of the need as far in advance as is reasonable and practical under the circumstances, unless an emergency or other unforeseen circumstance precludes prior notice. Advance notice is not required for emergency situations.

Leave may be taken intermittently in intervals of no less than one day.

All information provided to the Company concerning a domestic violence or sexually violent incident and leave under this policy will be kept confidential, unless disclosure of this information is authorized in writing by the employee or is required by law.

Employees can choose to use any accrued paid time off, such as vacation sick leave, floating holidays, or PTO, or any available family temporary disability leave benefits during their leave. Any paid time off or family temporary disability leave benefits will run concurrently with the unpaid leave. When applicable, time off under this policy will run concurrently with a leave of absence covered by the federal Family and Medical Leave Act or New Jersey Family Leave Act.

The Company prohibits harassment, discrimination or retaliation against employees because they take or request leave in accordance with this policy or refuse to authorize the release of confidential information.

Military Leave

In addition to the military leave rights set forth in the National Handbook, New Jersey employees who leave full- or part-time employment to perform military service will be reinstated to their previous position, or one of like seniority status and pay, upon return. For purposes of this policy, “military service” means duty by any person in the active military service of the United States or National Guard active duty ordered by a Governor of a state. Employees (other than temporary employees) who leave

their job to perform military service generally are eligible for reinstatement if they:

- Receive a duly executed certificate of completion of military service;
- Are still qualified to perform the duties of the position; and
- Apply for reemployment within 90 days after being relieved from service.

If the Company's circumstances have changed and make it impossible or unreasonable to reinstate an employee who left to enter active military service in the Armed Forces of the United States or the Army or Air National Guard of New Jersey or any other state in time of war or emergency, the employee may request to be restored to another available position for which the he or she is able or qualified to perform the duties.

Qualified employees (not in a temporary position) who take a temporary leave of up to three months to participate in assemblies or annual training or to attend any service schooling conducted by the Armed Forces of the United States are eligible for reemployment if they apply for employment within 10 days after completing service. The leave may not exceed three months in any four-year period.

Time off under this policy is without pay. Employees will be considered as having been on furlough or a leave of absence during the leave and will be entitled to participate in insurance or other benefits offered by the Company in accordance with the established rules and practices regarding leaves of absence in effect at the time the employee is ordered to military service or training.

Employees returning from leave under this policy will not be terminated without cause within one year following the date of reemployment.

The Company will not discriminate or retaliate against an employee because he or she takes a leave of absence in accordance with this policy.

XVIII. NEW YORK SUPPLEMENT

Anti-Discrimination and Anti-Harassment Policy

As set forth in the Employee Handbook, the Company is committed to providing a work environment free of unlawful discrimination and harassment, including sexual harassment. The Company complies with New York law and maintains a strict policy prohibiting discrimination and harassment, including sexual harassment by or against employees (regardless of position), interns or applicants as well as contractors, subcontractors, vendors, consultants, other individuals providing services in the workplace, or other third parties involved in our operations and their employees based on race (including traits historically associated with race, such as hair texture and protective hair styles), color, religion, sex (including pregnancy, childbirth or related medical conditions (including lactation), gender identity/expression and transgender status), familial status, national origin or ancestry, citizenship and immigration status, physical or mental disability (including gender dysphoria), genetic information (including predisposing genetic characteristics), age, veteran status, military status, sexual orientation, marital status, certain arrest or conviction records and domestic violence victim status, caregiver status, credit history, unemployment status, partnership status, status as a victim of sex offenses or stalking, height, weight, sexual and reproductive health decisions, any lawful source of income, or uniformed service status. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also will not tolerate discrimination or harassment based upon an individual's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by applicable federal, state or local law. Harassment based on any characteristic protected by applicable federal, state or local law, including sexual harassment, is illegal under the New York State Human Rights Law, Title VII of the federal Civil Rights Act of 1964, and some local laws, including the New York City Human Rights Law.

If unlawful harassment is committed in the workplace by someone not employed by the Company, the reporting and complaint procedure in this policy should still be followed. The workplace includes actual worksites, remote worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), online, virtual and/or electronic interactions with Company employees and third parties involved in our operations, Company-sponsored events, and Company owned/controlled property.

“Sexual Harassment” Defined. Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes unwelcome or unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

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

Under New York law, sexual harassment can also include harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and transgender status. Discrimination based on sex stereotypes, gender expression, and perceived identity can all be forms of sexual harassment. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances, propositions, and/or pressure for sexual activity (including repeated and unwelcome requests for dates or romantic gestures and gift-giving);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of pornographic, sexually suggestive, or sexually discriminatory images, objects, pictures, memes, videos, cartoons, graffiti, backgrounds, posters or websites on computers, emails, cell phones, electronic or physical bulletin boards, etc. (this extends to virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual or video meeting);
- Verbal or written conduct: making or using sexist remarks or derogatory or sexually discriminatory comments, innuendos, epithets, slurs, sexually explicit jokes, whistling, suggestive or insulting sounds, lewd or sexual comments about an individual's appearance, body, dress, sexuality or sexual experience; verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading or sexually discriminatory commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, internal instant messages, and tweets or other social media postings;
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements;
- Sex stereotyping, which includes evaluating someone's conduct or personality traits against other people's ideas or perceptions about how individuals of a particular sex or gender should act or look, and includes, but is not limited to, remarks or comments regarding an employee's gender expression or requesting that employees take on traditionally gendered roles;
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, gender expression or transgender status, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling;

- Intentional misuse of an individual's preferred pronouns;
- Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire.
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the sex or gender of the person committing it or the person exposed to it.

Not intending to discriminate or harass is not a defense. The impact of discriminatory or harassing behavior on another person is what matters. Whether conduct is considered discrimination or harassment is viewed from the standpoint of the person who feels discriminated against or harassed, not the person whose conduct is at issue.

Other Types of "Discrimination or Harassment" Defined. Discrimination or harassment on the basis of any legally protected status is prohibited, including discrimination or harassment based on race (including traits historically associated with race, such as hair texture and protective hair styles), color, religion, sex (including pregnancy, childbirth, related medical conditions, or lactation needs), gender identity (actual or perceived), gender expression, transgender status, familial status, national origin or ancestry, citizenship and immigration status, physical or mental disability (including gender dysphoria), genetic information (including predisposing genetic characteristics), age, veteran status, military status, sexual orientation, marital status, certain arrest or conviction records and status as a victim of domestic violence, caregiver status, credit history, unemployment status, partnership status, status as a victim of sex offenses or stalking, height, weight, sexual and reproductive health decisions, any lawful source of income, uniformed service status, or any other legally protected class in accordance with federal, state, and local laws and regulations, including an individual's known relationship or association with a member or members of a protected category.

Prohibited discrimination or harassment may include behavior similar to the illustrations above pertaining to sexual harassment, and includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, e-mails, text messages, or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Bystander Observation and Intervention. Individuals who observe conduct that may violate this policy are encouraged, but are not required, to take reasonable action to intervene. Methods to intervene may include interrupting the conduct, redirecting the situation to appropriate conduct, checking in with the person at whom the conduct was directed, alerting a supervisor to the situation, and making a report under this policy. Physical confrontation, violence, or assault is not an appropriate method of intervention. The intervening person must act in accordance with the Company's policies.

Protection Against Retaliation. Retaliation is prohibited against any person covered by this policy who, in good faith: makes a complaint of discrimination or harassment, including sexual harassment, either internally or with a government agency, using the complaint procedures described below; objects to, opposes or speaks out against discrimination or harassment, including sexual harassment; participates in a discrimination or harassment, including sexual harassment investigation; encourages another person to report discrimination or harassment; or files, testifies, assists or participates in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, public release of personnel files, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. Retaliation is unlawful and a form of misconduct that will result in disciplinary action, up to and including termination of employment.

Individuals who believe that they or any other individual have been subjected to retaliation should report this concern using the complaint procedure set forth below.

Complaint Procedure. Any individual who believes that they have been harassed or discriminated against, or that another individual has been subjected to such conduct, should provide a written or verbal report to the employee's supervisor or manager, any Company leader, the Human Resources Department, or the Legal Department as soon as possible. Employees also may provide a report to our "Ethics Hotline" or through the internet at our secure website, both of which are provided below.

General Contact Information:

Attn: The Compliance Department

Email: EXL.CCEO@exlservice.com

Phone: (212) 277-7100

Address: 320 Park Avenue, 29th Floor, New York, New York 10022

Accounting, Fraud, Bribery:

The Chairperson of the Audit Committee of the Board

Email: chairperson.auditcommittee@exlservice.com

Anonymous Reporting Through the Internet:

https://secure.ethicspoint.com/domain/en/report_custom.asp?clientid=13314

(You will receive a unique report ID, code, and password for logging on to the system at a later stage for follow-up responses from management).

Company's Anonymous Toll-Free Ethics Hotline:

From IPLC: Dial 77777 (5 times 7)

From PTSN: Dial 55555; at the prompt, dial 800-963-5596.

To submit a complaint in writing, individuals can use the complaint form attached to this supplement and submit it to Human Resources, but are not required to do so. Employees are not required to make the report to their immediate supervisor, manager or person who has engaged in the complained of conduct.

All supervisors or managers who receive a complaint or information about suspected discrimination or harassment, including sexual harassment, observe behavior that may violate this policy or for any other reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Vice President, Human Resources.

The responsibility to investigate complaints of harassment has been assigned to Martin Whitehead, Vice President, Human Resources, and/or his designee, and he can be reached via email at Martin.Whitehead@exlservice.com or via telephone at 201.748.4773. Once a complaint is received, or the Company has reason to believe this policy is being violated, the Company will undertake a fair, timely, thorough and objective investigation, and the Company will reach reasonable conclusions based on the information collected. The investigation will be started and completed as soon as possible. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law. Both the person(s) raising the complaint and the person(s) about whom the complaint was made will be permitted to provide information that may be relevant to the investigation. The Company also will gather information and speak with witnesses, as applicable.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The individual about whom the complaint was made will be informed of the outcome and, if the Company determines that this policy has been violated, will be subject to disciplinary action.

The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of discrimination or harassment.

If the Company determines that this policy has been violated, including in the event that a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

In addition to being subject to discipline for engaging in sexually harassing conduct themselves, supervisors and managers will be subject to discipline (up to and including termination) for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited retaliation.

Supervisors and managers must ensure the workplace is safe, supportive, and free from retaliation against those who raise complaints or act as witnesses both during and after any investigation.

The initiation of a good faith complaint of discrimination, harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Employees who believe they have been harassed or discriminated against may also file a formal complaint with the federal Equal Employment Opportunity Commission, the New York State Division of Human Rights, the New York City Commission on Human Rights, another enforcement agency (if applicable) or in certain courts of law. Agencies accept and investigate discrimination and

harassment, including sexual harassment. Please note that there may be deadlines applicable to filing complaints with government agencies or seeking redress in a court of law. The Equal Employment Opportunity Commission has district, area and regional offices and may be contacted by visiting www.eeoc.gov, emailing info@eeoc.gov or by telephone at 1-800-669-4000 (TTY 1-800-669-6820). The New York State Division of Human Rights may be contacted by visiting www.dhr.ny.gov, by telephone at 718-741-8400, or by mail to One Fordham Plaza, Fourth Floor, Bronx, New York 10458. The New York State Division of Human Rights also maintains a toll-free hotline that provides counseling and accepts complaints regarding workplace sexual harassment. This hotline can be reached at 1-800-427-2773. The New York City Commission on Human Rights can be contacted by visiting <http://www.nyc.gov/html/cchr/html/home/home.shtml> or by telephone at 212-306-7450. Employees subjected to unlawful harassment may be entitled to certain remedies, including monetary damages, civil penalties, and injunctive relief (such as an order that certain action be taken or certain behavior stop). If an employee believes they have been the victim of a crime, they may contact their local police department.

A Stop Sexual Harassment Act Fact Sheet is attached to this Supplement and posted in the Company's New York City office location.

Paid Family Leave

The Company provides paid leave (up to a certain percentage of your weekly wages) to eligible employees pursuant to New York's Paid Family Leave Benefits Law ("PFLBL").

To be eligible for New York Paid Family Leave ("NYPFL"), employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken.

Eligible employees may take NYPFL (i) to provide physical or psychological care for a family member because of the family member's serious health condition, (ii) to bond with the employee's child after birth or placement for adoption or foster care within the first 12 months after the birth or placement, or (iii) because of any qualifying exigency (defined under the federal Family and Medical Leave Act ("FMLA")) arising from the fact that an 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.

NYPFL may not be taken for the employee's own disability or health condition.

For purposes of this policy, a "family member" includes a child, parent, grandparent, grandchild, sibling, spouse or domestic partner. A "child" includes a biological, adopted or foster child, stepchild, the child of a domestic partner, a legal ward or someone to whom the eligible employee stands in loco parentis, meaning in the place of a parent. A "parent" includes a biological parent, foster parent, adoptive parent, stepparent, parent-in-law, parent of a domestic partner, legal guardian of the employee or an individual who stood in loco parentis to the employee when the employee was a child. A "sibling" includes a biological or adopted sibling, a half-sibling or a stepsibling.

Employees taking NYPFL to provide care to a family member with a serious health condition must be present at the same location as the family member or engaged in reasonable travel related to

providing care during the majority of the employment period for which the employee takes leave.

An employee must provide the Company at least 30 days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and generally within the time prescribed by the Company's usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied. The notice should include the timing and duration of the leave and identify the type of family leave needed. Employees must advise the Company as soon as practicable if the dates of a scheduled leave change or are extended.

Prudential will administer NYPFL. Employees seeking NYPFL benefits will also be required to submit a Request for Paid Family Leave Form and required certifications. Employees must submit proof of the need for NYPFL within 30 days of the commencement of leave. The Company will complete its portion of the Request for Paid Family Leave Form and return it to the employee within three business days. If the dates for NYPFL, including any intermittent use of NYPFL, are not specified on the Request for Paid Family Leave, payment of benefits may be withheld until the information is provided. An employee must request payment for a previously unspecified day of NYPFL within thirty days of the leave.

Employees are also required to provide documentation supporting the need for leave, which may include, for example, a birth certificate or adoption paperwork for bonding leave or a medical certification from a healthcare provider for leave to care for a family member's serious health condition.

Eligible employees can receive wage replacement benefits through a state-mandated NYPFL benefits program for NYPFL, which is administered by Prudential. The NYPFL leave entitlement and wage replacement benefit is up to 12 weeks of NYPFL in a consecutive 52-week period paid at 67% of the employee's average weekly wage or the State's average weekly wage, whichever is lower. The State's average weekly wage is determined and periodically adjusted by the State of New York. Employees are limited to the maximum amount of NYPFL in a consecutive 52-week period, even if they begin employment with a different covered employer during that 52-week period.

NYPFL will run concurrently with leave taken pursuant to the Family and Medical Leave Act (FMLA) and may not be stacked, so long as the employee and leave reason are eligible under both laws. Employees will not receive more than the maximum family leave available under either the PFLBL or the FMLA, as applicable. Where time off qualifies as both NYPFL and FMLA leave, employees are required to use available vacation, paid sick time and other available paid time off in accordance with the provisions of the FMLA and to the extent set forth in the Company's FMLA policy. When NYPFL does not qualify as FMLA leave, employees can choose, but are not required, to use available vacation, paid sick leave or other paid time off to receive full salary or wages during some or all of the NYPFL.

Leave taken under this policy is job protected, and the Company will generally restore an employee who returns from leave to the same or a comparable position with comparable benefits, pay and other terms and conditions of employment. Employees are not entitled under the PFLBL to accrue employment benefits or obtain seniority during any period of NYPFL, nor are they entitled to any right, benefit or position to which they would have been entitled absent the NYPFL.

While on leave, the Company will continue to make contributions to employee group health benefits on the same terms as if the employee had continued to actively work, and employees will continue to receive existing health insurance coverage, provided they continue to pay their share of health insurance premiums. Employees may lose coverage if they fail to pay their portion of the premium in a timely fashion to the extent permitted under the PFLBL.

NYPFL leave may be taken weekly or in full day increments. Employees seeking intermittent leave must notify the Firm and the carrier of the schedule for intermittent leave. Employees taking NYPFL in weekly increments will be eligible for the maximum number of weeks of leave in any 52 consecutive week period. Employees can take NYPFL in daily increments. The number of days of NYPFL available will be based on the average number of days the employee works per week. For example, an employee who works an average of three days per week will receive the equivalent of three days per week for twelve weeks, up to a maximum of 36 days.

New York disability leave and NYPFL may not be used at the same time. Employees will not be entitled to NYPFL if NYPFL combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

The Company is not required to provide NYPFL to two employees at the same time to care for the same family member. If time off is provided to both employees, the NYPFL taken by each employee will be counted towards that employee's NYPFL entitlement.

In accordance with state law, NYPFL benefits are funded through payroll deductions at a prescribed amount from each eligible employee. The amount of any deduction taken will be reflected on an employee's paystub. Employees who are ineligible for NYPFL will be given the option of filing a waiver of benefits, exempting them from payroll deductions, as permitted by law. If, after signing the waiver, an employee's schedule changes such that the employee is scheduled to meet the eligibility requirements, the waiver will be deemed revoked within eight weeks of the schedule change. Once the waiver is revoked, the employee will be required to make NYPFL contributions, including a retroactive amount that covers contributions since the time of hire.

Employees who fraudulently obtain NYPFL from the Company are not protected by the NYPFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination of employment.

The Company takes its NYPFL obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the PFLBL. The Company will not terminate or otherwise discriminate against any individual because that person uses or attempts to use NYPFL. If an employee believes that his or her PFLBL rights have been violated in any way, they should immediately report the matter to Human Resources.

Please contact the Human Resources Department if you have any questions about this benefit or how to apply.

Blood Donation Leave

In accordance with New York Labor Law, the Company will provide employees that work in New York for at least an average of 20 hours per week with up to 3 hours of leave in any 12-month period

to donate blood off-site or will provide employees with an opportunity to donate blood on-site during work hours (such as through a blood drive) at a convenient time and place. Time spent donating blood on-site will be paid. Time spent donating blood off-site will be unpaid for nonexempt employees.

Except in emergencies, employees must provide their manager with reasonable notice that you intend to take leave under this policy.

- Provide 3 working days' notice if the blood donation will occur at an offsite location.
- Provide 2 working days' notice if the blood donation will occur onsite or the Company schedules or sponsors an alternative blood donation drive.

The Company fully supports the use of this leave to make a blood donation. We will not retaliate or tolerate any form of retaliation against an employee for requesting or using leave to donate blood.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express milk for the employee's child for up to three years following the birth of a child.

Nursing parents can elect to take time to express milk during their regularly scheduled meal and rest breaks. If the employee chooses a time to express milk that does not run concurrently with scheduled break time, the lactation break time will be unpaid for nonexempt employees. Where additional lactation breaks are required, or the break schedule needs to be modified from time to time, employees should work with their supervisor regarding scheduling. A nonexempt employee may elect to work before or after their normal shift to make up the amount of time used during unpaid break time for expression of milk, so long as the additional time requested falls within the Company's normal work hours.

Employees are required to provide reasonable, advance notice to the Company that they intend to take breaks for expressing milk upon returning to work following the birth of the child.

Lactation Room

Employees have the right to request a lactation room for purposes of expressing milk. Employees will be informed as soon as practicable when a lactation room or location has been designated. The lactation room will be a well-lit, sanitary place, other than a restroom or toilet stall, that is shielded from view, free from intrusion, in reasonable proximity to the employee's work area. The lactation room will include an electrical outlet, a chair, a working surface area on which to place a breast pump and other personal items, nearby access to running water, and access to refrigeration for the purposes of storing the expressed milk (if the workplace has access to refrigeration). Please note that the Company is not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator on its premises. The employee is required to store all expressed milk in closed containers, regardless of the method of storage, and should remove such milk at the end of the workday.

To request use of a lactation room, employees should complete a Lactation Room Request Form and

submit the form to US.Benefit@exlservice.com. The Company will respond to the employee's request within a reasonable amount of time, not to exceed five (5) business days. Employees should contact the Human Resources Department with any follow-up inquiries.

A room identified for use as a lactation room may also be used for other purposes. However, employees' need of a room for lactation breaks will be prioritized, and during times when an employee is using the room as a lactation room, that will be its sole function. When two or more employees need to use the room for lactation purposes or in connection with other accommodations, they should contact and work together with their supervisor to schedule room usage cooperatively and in a way that accommodates all affected employees. Employees who have questions or concerns related to lactation room scheduling conflicts can also contact Human Resources.

If providing the requested lactation room will place an undue hardship on the Company's operations, the Company will engage in reasonable efforts to provide a room or location, other than a restroom or toilet stall, that is in close proximity to the work area where an employee can express milk in private and will in good faith engage in a cooperative dialogue with the employee concerning the employee's accommodation needs.

The Company will not demote, terminate or otherwise take adverse action, or discriminate or retaliate, against an employee who requests or makes use of the accommodations and break time described in this policy.

Discrimination on the Basis of Gender, Gender Identity or Transgender Status (New York City Employees)

The Company prohibits discrimination against and/or harassment of applicants, employees, and interns on the basis of their actual or perceived gender or actual or perceived status as an individual who is transgender, gender non-conforming or intersex. For purposes of this policy, gender includes gender identity, self-image, appearance, behavior or expression. Harassment includes, but is not limited to, violence, threats of violence and similar conduct.

The Company evaluates all requests for reasonable accommodation (including requests for medical leaves or schedule changes), changes to the terms and conditions of employment, program participation or use of a public accommodation in a non-discriminatory manner. This includes, but is not limited to, treating leave requests for medical or health care needs related to an individual's gender identity in the same manner as requests related to other medical conditions.

Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner.

The Company allows employees to self-identify their names and genders and will use an individual's preferred name, gendered title (e.g., Mr./ Ms.) and pronoun (e.g., he/him/his; she/her/hers; they/them/theirs; or ze/hir). Requests to be addressed by a certain name and/or pronoun do not require supporting documentation.

If an employee is unsure what name, title or pronoun another individual prefers, that employee can ask the person how the person would like to be addressed.

All employees have the right to use single-gender facilities, such as restrooms, consistent with their gender. To the extent possible, the Company will provide single-occupancy restrooms and/or private space within multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.

The Company's dress code and grooming standards are gender neutral, meaning they do not differentiate or impose restrictions or requirements based on gender or sex.

Employees with questions or concerns regarding their safety, gender discrimination and/or a request for a reasonable accommodation or who feel they have been subjected to discrimination or improperly denied an accommodation, should contact Human Resources. The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

Pregnancy Accommodation

Employees and applicants for employment may request a reasonable accommodation for pregnancy, childbirth and related medical conditions (including lactation). The Company will provide a requested reasonable accommodation that would enable the employee or applicant to perform the essential functions of her job unless the accommodation would impose an undue hardship on the Company's business operations.

Employees may be required to provide medical or other information that is necessary for the Company's consideration of a reasonable accommodation. Such medical information will be kept confidential.

Employees or applicants for employment who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.. Employees who need reasonable break time to express breast milk for their child should consult the Company's Lactation Accommodation policy in this Supplement and can discuss those arrangements with their supervisor or Human Resources. The Company will not retaliate against or tolerate retaliation against employees who request an accommodation in accordance with this policy.

Cooperative Dialogue about Accommodation Needs (New York City Employees)

The Company will make reasonable accommodations for employees who seek them for reasons related to pregnancy, childbirth, and related medical conditions (including lactation), religion, disability or status as a victim of domestic violence, sex offenses or stalking in accordance with applicable law and Company policy.

As is set forth more fully in the Company's policies, the Company will engage in good faith in a dialogue (written or oral) concerning an employee's accommodation needs and potential accommodations for those needs. The Company will engage in this cooperative dialogue within a reasonable time after an employee requests an accommodation or the Company becomes aware of the possible need for an accommodation. At the conclusion of the dialogue, the Company will provide the participating employee with a written final determination identifying any accommodation granted or denied. The Company will engage (or attempt to engage) in this cooperative dialogue before ever reaching the conclusion that a reasonable accommodation cannot be found. The Company will not

retaliate against or tolerate retaliation against employees who request accommodations in accordance with Company policy.

Employees who wish to request an accommodation should contact Human Resources.

Meal Breaks

Employees working at least a six-hour workday, which extends over the noon meal period (11 a.m. to 2 p.m.), are entitled to a 30-minute meal break to be taken between 11 a.m. and 2 p.m. Employees who start their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional 20-minute break between 5 p.m. and 7 p.m.

Employees who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday.

An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees.

Employees may not take a shorter meal break or skip a meal break to leave early.

All nonexempt employees must record their meal breaks.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave provided they notify their supervisor prior to their service.

Employees must provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Full-time and part-time employees who regularly work 30 hours or more each week will be compensated in the manner set forth in the Jury Duty Leave policy in the Employee Handbook. For all other employees, leave under this policy will be unpaid, except that employees will be paid up to \$40.00 of their pay for the first three days of jury duty and exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections.

The Company provides employees who are registered voters with up to two hours of paid time off to vote, if they do not have sufficient time outside of their scheduled working hours in which to vote. Additional time off will be without pay, except that exempt employees may receive pay, as required by applicable law. Four consecutive hours between the opening of the polls and the start of the employee's work shift or between the end of the employee's work shift and the closing of the polls will be considered sufficient time outside of work to vote.

Time off to vote will be provided only at the beginning or end of the employee's shift, unless the Company and the employee mutually agree to different timing. Employees intending to take leave to vote must inform their supervisor at least two, but not more than 10, working days prior to Election Day. The employee's supervisor will designate when the leave should be taken (e.g., at the beginning or end of the shift).

Military Leave

In addition to the military leave rights set forth in the National Handbook, regular full-time and part-time employees will be granted unpaid time off from work for military training or active duty in accordance with New York law. Employees returning from active duty or military training will be reinstated to the same position, or to a position of like seniority, status and pay, unless the Company's circumstances have changed such that it is impossible or unreasonable to do so. To be eligible for reinstatement, employees must:

- Receive a certificate of completion duly executed by an officer of the applicable force or militia;
- Be qualified to perform their former job duties; and
- Apply for reemployment within 90 days of discharge from duty, except that employees returning from training or school must reapply within 10 days and employees returning from initial full-time training duty or initial active duty training with or in the United States Armed Forces must apply for reemployment within 60 days of the end of such training.

Any employee who is reinstated to his or her previous position after training or active duty will not be terminated without cause in the year following reinstatement.

Bereavement Leave

For New York employees, the Company's bereavement leave policy is expanded to provide leave for the death of an employee's same-sex committed partner or the child, parent or other relative of the committed partner. "Same-sex committed partners" are defined as those who are financially and emotionally interdependent in a manner commonly presumed of spouses.

Paid Sick and Safe Time

The Company provides eligible employees with paid sick time pursuant to the New York State paid sick leave law (NYPSL) and New York City Earned Sick and Safe Time Law (ESSTA) as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the NYPSL or the ESSTA, the Company complies with these laws, as applicable, including providing more generous benefits required by applicable law.

Employees may provide notice to their manager or supervisor by sending an email or calling their manager or supervisor.

If an employee uses sick leave for more than three (3) consecutive, scheduled workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending

on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); attestation from the employee; and/or other verification as permitted by applicable law. Any verification documents requested by the Company should be submitted [via email to Human Resources or other designated contact other than the employee's manager] upon the employee's return to work.

The Company will not ask the employee to provide details about the medical condition that led the employee to use sick leave for a health-related reason, or the personal situation that led the employee to use sick leave for absences due to domestic violence, a family offense matter, sexual offense, stalking or human trafficking. Any information the Company receives about the employee's use of sick leave will be kept confidential and will not be disclosed to anyone without the employee's permission or as required by law.

Westchester County Safe Leave

The Company provides eligible employees with paid safe leave in accordance with the requirements of the Westchester County Safe Time Leave Law ("STLL"). All employees (including full-time and part-time) who are hired to work in Westchester County, New York for more than 90 days in a calendar year are eligible for paid safe leave in accordance with this policy. Eligible employees do not include: (i) employees hired to work less than 90 days in calendar year in Westchester County, New York; (ii) participants in a work experience program established by a social services district; (ii) individuals performing work pursuant to a federal work study program; or (iii) individuals compensated by or through qualified scholarships. Eligible employees who are victims of domestic violence or human trafficking (as defined by applicable law) may take up to 40 hours of paid safe leave in any [insert the Company's chosen regular and consecutive 12-month period (e.g., calendar year, tax year, fiscal year, employment or anniversary year)] in order to (i) attend or testify in criminal or civil court proceedings related to domestic violence or human trafficking; or (ii) move to a safe location. Paid safe leave may not be used as additional vacations days or to extend employment or to delay a termination date. An employee who uses safe leave for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

Paid safe leave may be used in full or partial day increments. The Company does not offer pay in lieu of actual safe leave. To request leave, employees should follow the procedures set forth in the Company's Sick and Safe Leave policy in the National Handbook. The Company may require employees to provide reasonable documentation that leave was used for a covered purpose. The Company will keep confidential information about an employee that is obtained solely for the purpose of using safe leave and will not disclose such information except with the written permission of the affected employee or as otherwise required by law.

Employees are not required to search for or find a replacement worker to cover the hours during which they are using safe leave.

The Company will not count employees' use of safe leave in compliance with this policy as an absence when evaluating absenteeism. Therefore, any such use of safe leave will not lead to or result in discipline, discharge, demotion, or suspension.

If an employee elects to integrate paid safe leave with other paid benefits (such as temporary disability insurance or paid family leave insurance), the Company will integrate all paid benefits such that an employee will not be paid more than his or her regular compensation at any time.

Employees have the right to request and use safe leave. The Company will not take retaliatory personnel action, discriminate or tolerate discrimination or retaliation, against any employee who seeks or obtains safe leave under this policy or who makes a good faith complaint about a possible violation of the STLL or this policy or who communicates with any person about such a violation. The Company will not interfere with or punish an employee for participating in or assisting with an investigation, proceeding or hearing under the STLL. In addition, the Company will not retaliate or discriminate against an employee for informing others of their rights under the STLL.

New York COVID-19 Quarantine or Isolation Order Leave

Effective March 18, 2020, employees who are subject to a mandatory or precautionary order of quarantine or isolation issued by the State of New York, the Department of Health, a local board of health or any other governmental entity that is duly authorized to issue such an order due to COVID-19 (“COVID-19 Order”) may be entitled under New York State law to paid time off. The purpose of this policy is to describe the leave the Company will provide in accordance with New York law, as well as the benefits to which employees may be entitled.

Employee Eligibility and Exceptions. An employee is generally eligible for leave under this policy if they are subject to a COVID-19 Order, with the following exceptions:

- They are subject to a COVID-19 Quarantine Order because they have returned to the New York State after traveling to any state other than a contiguous state (Connecticut, Massachusetts, New Jersey, Pennsylvania, and Vermont) for more than 24 hours that travel was not taken as part of the employee’s employment or at the direction of the Company; or
- They are subject to a COVID-19 Quarantine Order because they have returned to the United States after traveling to a country for which the Centers for Disease Control and Prevention has issued a level two or level three travel health notice; that travel was not taken as part of the employee’s employment or at the direction of the Company; and the employee was provided notice of the CDC’s travel health notice and its implications for paid sick leave and other paid benefits.

Under these circumstances, the employee will be allowed to use any available accrued leave and to the extent no such leave is available, will be allowed to take unpaid sick leave for the duration of the COVID-19 Order.

Employees are also not eligible for the sick leave described in this policy if, though subject to a COVID-19 Order, they are still able to work through remote access or other means and are either asymptomatic or have not yet been diagnosed with a medical condition.

Employees are also not eligible for leave under this policy if they independently decide or are advised by a health care professional to self-quarantine or self-isolate in the absence of a COVID-19 Order; however, under such circumstances, an employee may be able to use existing accrued sick days, or

vacation days as applicable if they choose.

Amount and Use of Leave. Eligible employees will be allowed at least 14 calendar days of paid sick leave while subject to a COVID-19 Order. This leave will be in addition to, and not concurrent with, any other available accrued sick leave. Pursuant to the New York State Sick Leave Law and the New York City Earned Safe and Sick Time Act, employees with scheduled working hours may also be eligible to use accrued, available sick leave for, among other covered uses, attending health care appointments, recovering from COVID-19 symptoms, and/or providing care for a family member or covered-relation.

Paid leave will be provided in an amount that the employee would have otherwise received had they been continuing to work for the 14-day period based upon the amount that the employee was scheduled or would have been scheduled had the Company's operations continued in its normal due course.

Upon termination of a COVID-19 Order, employees will generally be restored to the position they worked in prior to taking leave, with the same pay and other terms and conditions of employment. The Company will not discharge, threaten, penalize or in any other manner discriminate or retaliate against an employee because they have taken leave in accordance with this policy.

Employees should provide the Company with a copy of the COVID-19 Order as soon as possible.

Other Leave and Benefits. An employee impacted by COVID-19 who is suffering from a serious health condition, or is caring for a family member suffering a serious health condition, may be eligible for additional unpaid leave under the Family and Medical Leave Act. An employee who is caring for a family member suffering a serious health condition, including being afflicted by COVID-19, may also be eligible for New York Paid Family Leave Benefits. Furthermore, an employee whose health has been impacted by COVID-19 may be eligible for disability benefits administered by the State of New York. Please refer to the Company's Family and Medical Leave Act and Paid Family Leave policies, or Human Resources or Prudential. Please note that the Company does not make decisions regarding employee eligibility for paid family leave or disability benefits.

Airborne Infectious Disease Exposure Prevention Plan

A copy of the Company's Airborne Infectious Disease Prevention Plan is attached as an addendum to this State Supplement.

XIX. NORTH CAROLINA SUPPLEMENT

School Visitation Leave

The Company will grant 4 hours per year of unpaid leave to any employee who is a parent, or guardian of, or person standing in loco parentis to a school-aged child so that the employee may attend or otherwise be involved in that child's school. This includes public school, private and religious school, preschool and childcare facilities. The employee is required to schedule this time off with the supervisor as far in advance as practicable. The Company may require that employees submit a written request for the leave at least 48 hours before the requested absence. The Company may also require that employees provide written verification from the child's school, indicating that they attended or were otherwise involved at the school during the time of the leave.

Leave under this policy will be unpaid except that exempt employees may be paid, as required by applicable law.

The Company will not terminate, demote or otherwise discriminate against employees who request or take leave in accordance with this policy.

Military Leave

In addition to the military leave rights set forth in the National Handbook, employees who are members of the North Carolina National Guard are entitled to take an unpaid leave of absence when called into state active duty. Employees will not be required to use accrued vacation or other paid leave during the period of active service.

In addition, upon honorable release from state active duty, employees who are members of the North Carolina National Guard or the National Guards of any other state will be entitled to reinstatement to their previous position or a position of like seniority, status and salary, as long as:

- The employee provides proper notice of the intent to return to employment with the Company;
- The employee is still qualified for employment; and
- The Company's circumstances have not changed such that reinstatement is unreasonable.

Employees must make written application for reemployment in accordance with the following timing requirements:

- For individuals whose period of service was less than 31 days, not later than the beginning of the first regularly scheduled work period following the completion of the period of service, safe transport to the individual's residence and an additional eight hour period;
- For individuals whose period of service was more than 30 days, not later than 14 days after the individual's release from state duty;

- For individuals hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of state duty, not later than the end of the period of recovery (generally not to exceed two years).

Employees who are no longer qualified for their previous employment will be placed in another position for which they are qualified and that will provide appropriate seniority, status and salary, unless the Company's circumstances make such a placement unreasonable.

XX. NORTH DAKOTA SUPPLEMENT

Meal Breaks

Employees who work five hours or more in a shift will be entitled to a 30-minute meal break, as long as there are two or more employees on duty. During the meal break, employees will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid for nonexempt employees.

Employees may voluntarily waive the meal break. Any such agreement must be in writing.

Any employee who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

All nonexempt employees must record their meal breaks.

XXI. OHIO SUPPLEMENT

Equal Employment Opportunity

As set forth in the National Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Ohio law, which prohibits discrimination and harassment against employees or applicants for employment based on race, color, religion, national origin, military status, sex (including pregnancy, childbirth and related medical conditions), disability (including HIV) or age (40 and over) or ancestry. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Military Leave—Rights to Reinstatement

Ohio employees who are members of the uniformed services or Ohio organized militia are entitled to the same reinstatement and reemployment rights as are set forth in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and described more fully in the Military Leave policy set forth in the National Handbook.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

The Company will not terminate or threaten to terminate an employee for taking a reasonable amount of time off to vote on Election Day. Time off will be without pay for nonexempt employees.

The Company asks that employees provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules.

Notice of Continuing Coverage under a Group Policy for Reservists

Employees who are members of reserve components of the United States or Ohio National Guard ("reservists") and their covered spouses and dependents are permitted to continue group policy coverage for a period of 18 months after coverage would otherwise terminate because reservists are called for or ordered to active duty.

A Reservist, his or her spouse, and his or her dependents can extend continuation of coverage to a period of 36 months if any of the following events occur during the initial 18 month continuation of coverage period: (i) the death of the reservist; (ii) the reservist and his or her spouses separate or divorce; or (iii) the reservist's dependent children reach the group policies' limiting age.

To elect continuation of coverage, reservists, their spouses, and/or their dependents must provide a written election of continuation of coverage, and pay the initial premiums within 31 days after the reservists' group policy coverage would otherwise terminate.

XXII. OREGON SUPPLEMENT

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment free of harassment. The Company complies with Oregon law and maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment or interns based on race, color, national origin or ancestry, citizenship, religion, sex (including pregnancy, childbirth or related medical conditions), gender identity (including gender-related identity and gender expression), sexual orientation, marital status, family status, physical or mental disability, genetic information, age (18 and over), veteran status, uniform servicemember status, unemployment status, expunged juvenile record, or having been a victim of sexual abuse, including domestic abuse, sexual assault or stalking. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. Sexual harassment prohibited under this policy includes sexual assault, which is unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees are expected to comply with the Company's Anti-Harassment policy, which is included in the National Handbook. While the Anti-Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who believes they have been harassed or discriminated against should, as soon as possible, provide a written or verbal report to their supervisor or manager, any Company leader, the Human Resources Department, or the Legal Department. Employees also may provide a report to our “Ethics Hotline” or through the internet at our secure website, both of which are provided below.

General Contact Information:

Attn: The Legal Department

Email: GeneralCounsel@exlservice.com

Phone: (212) 277-7100

Address: 320 Park Avenue, 29th Floor, New York, New York 10022

Accounting, Fraud, Bribery:

The Chairperson of the Audit Committee of the Board

Email: chairperson.auditcommittee@exlservice.com

Anonymous Reporting Through the Internet:

https://secure.ethicspoint.com/domain/en/report_custom.asp?clientid=13314

(You will receive a unique report ID, code, and password for logging on to the system at a later stage for follow-up responses from management).

Company’s Anonymous Toll-Free Ethics Hotline:

From IPLC: Dial 77777 (5 times 7)

From PTSN: Dial 55555; at the prompt, dial 800-963-5596.

All employees are encouraged to document any incidents involving discrimination, harassment or sexual assault as soon as possible.

The Company will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

Time Limitations. Nothing in this policy precludes any person from filing a formal grievance in accordance with the Oregon Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

Nondisclosure and Nondisparagement Agreements. The Company will not require or coerce an employee or prospective employee to enter into any agreement as a condition of employment, continued employment, promotion, compensation or the receipt of benefits, that contains a nondisclosure provision, nondisparagement provision or any other provision that has the purpose or effect of preventing the individual from disclosing or discussing unlawful employment discrimination or harassment (including sexual assault). An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement that contains a nondisclosure, nondisparagement, or no-rehire provision (as defined below) and will have at least seven days to revoke any such agreement.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company. A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

Pregnancy Accommodation

The Company will provide employees and applicants with a reasonable accommodation for limitations related to pregnancy, childbirth or a related medical condition, including lactation, unless doing so would impose an undue hardship on the Company's business. Reasonable accommodations may include, but are not limited to: acquisition or modification of equipment or devices; more frequent or longer break periods or periodic rest; assistance with manual labor; or modification of work schedules or job assignments.

The Company will not require a pregnant employee or applicant to accept a reasonable accommodation if the employee does not have a known pregnancy-related limitation or require reasonable accommodation to perform essential job duties, nor will the Company require a pregnant employee to take a leave of absence instead of providing a reasonable accommodation.

The Company prohibits discrimination against employees and applicants on the basis of pregnancy,

childbirth or related condition. The Company will not take an adverse employment action or in any manner discriminate or retaliate against an applicant or employee because they request, inquire about or use reasonable accommodations in accordance with this policy. Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

Meal and Rest Breaks

Employees working at least six-hours will receive an unpaid meal break of 30 minutes approximately midway through the day. If the work period is at least six but less than seven hours, the meal period must be taken between the second and fifth hours worked. If the work period is more than seven hours, the meal period must be taken between the third and sixth hours worked.

An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees.

Employees may not take a shorter meal break or skip a meal break to leave early. All nonexempt employees must record their meal breaks.

Rest breaks will be in addition to any meal breaks and cannot be taken at the beginning or end of a shift or combined with a meal break.

Paid Sick and Safe Time

The Company provides eligible employees with paid sick time pursuant to the Oregon sick leave law as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the Oregon sick leave law, the Company complies with the Oregon sick leave law, including providing more generous benefits required by applicable law.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Oregon employees who are members of an organized militia will be granted an unpaid leave of absence to perform active state service if they are a member of the organized militia of Oregon and are called into active service of the state or a member of the organized militia of another state and called into active state service by the Governor of that state. For purposes of this policy, active state service includes service performed on full-time duty status in the federal uniformed services or the United States National Guard and service performed while on full-time duty status for training, operational duty or other service of the organized militia under the authority of the Governor, whether paid from state or federal funds. The Company will grant leave until the employee is released from state service. Employees who take leave under this policy will be restored to their prior position or to an equivalent position and will not lose seniority, vacation credits, sick leave credits, service credits under a pension plan or any other employee benefit or right that had been earned at the time of the leave of absence. Employees who take leave under this policy must return to employment within seven calendar days in order to be entitled to reinstatement.

XXIII. PENNSYLVANIA SUPPLEMENT

Philadelphia Wage Theft Ordinance

Under the Philadelphia Wage Theft Ordinance (the “Ordinance”), “wage theft” as defined in the Ordinance is prohibited. Any employees who perform work in Philadelphia or entered into an employment contract in Philadelphia and who believe that they have been a victim of wage theft (e.g., they have not been paid for all the wages they have earned) should provide a written or verbal report to their supervisor, another member of management or Human Resources as soon as possible. If the Company determines that a violation has occurred, prompt remedial action will be taken and appropriate action will also be taken to avoid future violations.

Employees who believe they have been a victim of wage theft may also file a formal complaint for unpaid wages pursuant to the Philadelphia Wage Theft Ordinance, Philadelphia Code, Chapter 9-4300 (effective July 1, 2016). A Philadelphia Wage Theft Complaints Notice is attached to this supplement.

Retaliation against an employee who files such a complaint is prohibited. Each employee has a right to file a complaint or bring a civil action if the employer fails to pay all wages earned by the employee.

Accommodations for Pregnancy and Pregnancy-Related Events (Pittsburgh Employees)

The Company does not discriminate against employees or applicants on the basis of pregnancy, childbirth or medical conditions and events that are related to or caused by pregnancy or childbirth (whether they occur before, during or after pregnancy or childbirth). This policy applies to individuals who are pregnant; experience pregnancy-related conditions and events (including seeking to become pregnant or any condition or event related to or caused by pregnancy or childbirth); and partners (i.e., someone who has a relationship of mutual emotional and/or physical support) of a person who is pregnant or affected by such an event.

Employees have the right to request one or more reasonable accommodations for their pregnancy, childbirth or related medical condition or when they are the partner of a person who is pregnant or affected by a related medical condition. The Company will provide a reasonable accommodation that enables the employee to perform the essential duties of the employee’s job. A reasonable accommodation for purposes of this policy is one that can be made without causing an undue hardship on the Company’s business.

Employees who wish to request a reasonable accommodation under this policy should contact Human Resources. Human Resources will promptly communicate with the employee and engage in an interactive process to determine the employee’s needs and explore possible ways of accommodating the employee. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that the pregnancy, childbirth or pregnancy-related condition of the employee or the employee’s partner may be impacting the employee’s work performance or conduct. At the conclusion of the interactive process, the Company will inform the employee in writing if a reasonable accommodation has been granted or deemed impossible. Employees can make additional requests for accommodation if their condition changes.

The Company may require that employees provide medical documentation when requesting certain

accommodations, such as working from home or time off from work.

The Company will not retaliate or tolerate retaliation against an employee because the employee requests accommodation under this policy, makes a complaint of discrimination, files a complaint alleging unlawful discrimination or expresses an intent to file such a complaint, or participates in an investigation or proceeding related to a complaint of discrimination. Employees who believe they have been subjected to retaliation should promptly report such concerns to their supervisor, any management team member or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Pennsylvania employees who serve in the military are entitled to the protections of the Pennsylvania Military Leave of Absence Act (the Pennsylvania Act, also known as PAMLAA).

Under the Pennsylvania Act, the Company will grant an unpaid leave of absence to any employee who is: (1) drafted into or enlists in active military service at the time of war, armed conflict or emergency proclaimed by the governor or the President of the United States; (2) a member of the reserve components of the armed forces who is called to active duty by the United States; (3) a member of the Pennsylvania National Guard who is called to active duty by the governor or the governor's designee; or (4) a member of a National Guard or reserve component from another state.

A military leave granted under this policy will generally expire 90 days after expiration of the period of military duty unless federal law provides for a longer period of leave. However, a military leave granted to an employee ordered to active state duty or special state duty as a member of the Pennsylvania National Guard will expire 30 days after the expiration of the period of state duty. Employees may return to employment prior to the expiration of a leave upon notifying the Company of their desire and availability to return.

The Company will continue health insurance and other benefits during the first 30 days of military duty served by a member of the National Guard, or a member of any reserve component called or ordered into active duty, other than active duty for training. At the end of the first 30 days, employees will be given the option of continuing health insurance and other benefits at their own expense at the rate paid by the Company.

Upon return from leave, employees will be restored to their prior position, or a position of like seniority, status and pay. If, however, an employee is not qualified to perform such positions due to disability sustained during duty, the Company will restore the employee to another position that the employee is qualified to perform, if any, that will provide him or her with like seniority, status and pay, or nearest approximation therefore, unless the Company's circumstances have changed which make it impossible or unreasonable to do so.

Any employee who is separated from service due to an undesirable, bad conduct or dishonorable discharge generally will not be entitled to benefits under the Pennsylvania Act.

This policy and the military leave policy set forth in the National Handbook are intended to grant

military leave in accordance with the requirements of applicable state and federal law in effect at the time a leave is granted. No greater or lesser leave benefits will be granted than those set forth in these laws. In all cases, employees will be eligible for the most generous benefits available under applicable law except that state law will not apply if it is invalid due to federal benefit law preemption.

Paid Sick Time (Philadelphia, Pittsburgh and Allegany County Employees)

The Company provides eligible employees with paid sick time in accordance with the requirements of the Philadelphia Promoting Healthy Families and Workplaces Ordinance (PHFWO) the Pittsburgh Paid Sick Days Act (“PSDA”), and the Allegany paid sick leave law, as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the PHFWO, the PSDA or the Allegany County paid sick leave law, the Company complies with the applicable law, including providing more generous benefits if required by applicable law.

A copy of the Philadelphia Promoting Healthy Families and Workplaces Notice is attached to the end of this State Supplement.

XXIV. SOUTH CAROLINA

IMPORTANT DISCLAIMER

THIS HANDBOOK, WHICH INCLUDES THE COMPANY’S NATIONAL HANDBOOK (“NATIONAL HANDBOOK”) AND THE SOUTH CAROLINA SUPPLEMENT TO THE NATIONAL HANDBOOK (“SOUTH CAROLINA SUPPLEMENT”) (TOGETHER, THE “EMPLOYEE HANDBOOK”), IS SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. MANY OF THE POLICIES CONTAINED IN THE EMPLOYEE HANDBOOK ARE BASED ON LEGAL PROVISIONS, INTERPRETATIONS OF LAW, AND EMPLOYEE RELATIONS PRINCIPLES, ALL OF WHICH ARE SUBJECT TO CHANGE. THESE POLICIES AND PROCEDURES ARE NOT INTENDED TO BE ALL-INCLUSIVE. PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THE EMPLOYEE HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. NOTHING IN THIS EMPLOYEE HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THE EMPLOYEE HANDBOOK AT ANY TIME. NOTHING HEREIN LIMITS THE COMPANY’S RIGHT TO TERMINATE EMPLOYMENT. ALL EMPLOYEES ARE EMPLOYEES AT WILL AND ARE FREE TO LEAVE COMPANY AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL.

AS A CORRESPONDING RIGHT, COMPANY HAS THE SAME RIGHT TO TERMINATE AN EMPLOYEE AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. THE COMPANY REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THE NATIONAL HANDBOOK AND SOUTH CAROLINA SUPPLEMENT. NO ONE EXCEPT THE VP OF HUMAN RESOURCES HAS THE AUTHORITY TO WAIVE OR MODIFY ANY OF THE PROVISIONS OF THE EMPLOYEE HANDBOOK, OR MAKE REPRESENTATIONS TO THE CONTRARY, AND ANY SUCH WAIVER OR MODIFICATION IS REQUIRED TO BE IN WRITING AND SIGNED BY THE VP OF HUMAN RESOURCES AND THAT PERSON’S AUTHORIZED REPRESENTATIVE AND BY THE EMPLOYEE OR THE EMPLOYEE’S AUTHORIZED REPRESENTATIVE. ANY ORAL AND WRITTEN STATEMENTS OR PROMISES TO THE CONTRARY ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY EMPLOYEE. THIS EMPLOYEE HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS, POLICIES, AND PROCEDURES. IF AT ANY TIME YOU HAVE QUESTIONS, PLEASE ASK YOUR MANAGER OR HUMAN RESOURCE.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE COMPANY’S NATIONAL HANDBOOK AND THE SOUTH CAROLINA SUPPLEMENT TO THE NATIONAL HANDBOOK (TOGETHER, THE “EMPLOYEE HANDBOOK”) ADOPTED AUGUST 19, 2022. I UNDERSTAND THAT I AM RESPONSIBLE FOR READING, UNDERSTANDING, AND ABIDING BY THE CONTENTS OF THE EMPLOYEE HANDBOOK. I FURTHER UNDERSTAND THAT ALL THE POLICIES CONTAINED IN THE EMPLOYEE HANDBOOK ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. I UNDERSTAND THESE POLICIES ARE NOT INTENDED TO BE ALL-INCLUSIVE. I FURTHER UNDERSTAND THAT NOTHING IN THESE POLICIES AND PROCEDURES CREATES A CONTRACT OF EMPLOYMENT, THAT I AM AN EMPLOYEE AT-WILL, AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, EITHER BY ME OR THE COMPANY, WITH OR WITHOUT CAUSE. I RECOGNIZE THAT CHANGES IN THESE POLICIES WILL IN NO WAY ALTER THE “AT-WILL” NATURE OF MY EMPLOYMENT.

Employee Name (Print) _____

Employee Signature _____

Date _____

Pregnancy Accommodation

Employees and applicants for employment may request a reasonable accommodation for medical needs arising from pregnancy, childbirth or related medical conditions (including, but not limited to, lactation). The Company will provide a reasonable accommodation unless doing so would impose an undue hardship on the Company's business operations. The Company will also provide accommodations for employees desiring to express breast milk for their infant child in accordance with the Company's Lactation Accommodation policy.

Reasonable accommodations may include but are not limited to: making existing facilities readily accessible for individuals with disabilities arising from pregnancy, childbirth or a related medical condition; temporarily transferring an employee to a less strenuous or hazardous vacant position for which the employee is qualified; acquiring or modifying equipment or devices necessary for performing essential job functions; modifying a food or drink policy; or providing the following:

- More frequent or longer break periods;
- More frequent restroom breaks;
- A private place, other than a bathroom stall, for the purpose of expressing breastmilk;
- Seating or permission to sit more frequently;
- Assistance with manual labor and limits on lifting;
- Job restructuring or light duty, if available; or
- A modified work schedule.

The Company will not take adverse employment actions against employees because they request or use reasonable accommodations for known limitations related to medical needs arising from pregnancy, childbirth or related medical conditions in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Military Leave—Reinstatement from Active Duty

Eligible employees who leave work to serve in the South Carolina state or National Guard will be reinstated to their previous position or to a position of like seniority, status and salary, unless, under the circumstances, it would be unreasonable for the Company to do so.

Employees are eligible for reinstatement if they:

- Served in the state or National Guard;
- Received an honorable discharge,

- Applied for reemployment, in writing, within five days of discharge from duty or from hospitalization continued after release from active duty; and
- Are still qualified for their previous position.

Employees who are no longer qualified for their previous position will be placed in another position for which they are qualified and that will give employees the appropriate seniority, status and salary, unless the Company's circumstances make such placement unreasonable.

XXV. TENNESSEE SUPPLEMENT

Abusive Conduct Prevention

It is the Company's policy to provide a work environment that is free from abusive conduct. Accordingly, the Company will not tolerate abusive behavior in the workplace and expects employees to perform their jobs productively during working times and refrain from malicious, patently offensive, threatening, violent or other abusive conduct or behaviors.

For purposes of this policy, abusive conduct refers to acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe they were subject to an abusive work environment. Examples of abusive conduct in the workplace include repeated verbal abuse; verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature; or the sabotage of an employee's work performance. Abusive conduct does not include reasonable oversight, such as performance reviews, coaching, requests or the exercise of other supervisory responsibilities.

Protection Against Retaliation. The Company prohibits retaliation against an employee for using the Company's complaint procedure in accordance with this policy, reporting proscribed abusive conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

How to Report Incidents of Abusive Conduct and/or Retaliation. Employees who believe they have been subjected to abusive conduct or retaliation in violation of this policy, or who are aware of such behavior perpetrated against others, should immediately provide a written or verbal report to their supervisor or manager, any Company leader, the Human Resources Department, or the Legal Department. Employees also may provide a report to our "Ethics Hotline" or through the internet at our secure website, both of which are provided below.

General Contact Information:

Attn: The Legal Department

Email: GeneralCounsel@exlservice.com

Phone: (212) 277-7100

Address: 320 Park Avenue, 29th Floor, New York, New York 10022

Accounting, Fraud, Bribery:

The Chairperson of the Audit Committee of the Board

Email: chairperson.auditcommittee@exlservice.com

Anonymous Reporting Through the Internet:

https://secure.ethicspoint.com/domain/en/report_custom.asp?clientid=13314

(You will receive a unique report ID, code, and password for logging on to the system at a later stage for follow-up responses from management).

Company's Anonymous Toll-Free Ethics Hotline:

From IPLC: Dial 77777 (5 times 7)

From PTSN: Dial 55555; at the prompt, dial 800-963-5596.

Employees are not required to make a complaint directly to their immediate supervisor or to the individual alleged to have exhibited the abusive conduct. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Vice President, Human Resources who will attempt to resolve issues internally.

When a report is received, the Company will conduct a fair, timely, thorough and objective investigation. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed abusive conduct. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

Meal Breaks

The Company requires all employees to take a 30-minute meal break when they are scheduled to work six consecutive hours. Meal breaks will not be scheduled before or during the first hour of work. An exception to this policy may apply when the nature of an employee's position allows him or her ample opportunity to rest or take an appropriate break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

When employees receive a jury summons, they must show it to their supervisor on the next scheduled day of work. Verification from the court of having served may also be required.

Employees will be excused from work on any day that their jury service, including travel time, exceeds three hours. On days when jury service lasts three hours or less, employees will be required to report to work for the remainder of their work shift. Employees who work the night shift or hours preceding those in which court is normally held will be excused from work for the shift immediately preceding

their first day of required jury service. Thereafter, employees will be excused from the next scheduled shift that occurs within a 24-hour period of jury service exceeding three hours.

Except for employees employed on a temporary basis for less than six months, the Company will pay an employee's usual compensation while he or she serves on and travels to jury duty, less the amount of compensation received for serving as a juror. The Company may request that employees provide a statement from the court showing the daily fees or compensation paid to the employee and the total amount of fees or compensation paid for all days served.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours. Employees who have less than three hours outside of working hours to vote while the polls are open may take up to three hours off from work, without loss of pay, to vote. The Company may specify the hours during which the employee may be absent.

Employees must request time off from their supervisor before noon on the day preceding the election.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Tennessee employees who are members of the Tennessee army and air national guard, the Tennessee state guard or the Civil Air Patrol and are on active state duty will be allowed an unpaid military leave of absence when ordered to duty or training in the service of the state of Tennessee, including the performance of duties in an emergency. Such employees are also entitled to reemployment under the same conditions as provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA) to service members who are called to federal active service.

To be eligible for this leave and reemployment, employees must notify the Company of their intent to return to employment following military service in accordance with the following timing requirements:

- Individuals whose period of service was less than 31 days must report to work not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional eight hour period, unless reporting for work within that time period is not reasonably practicable through no fault of the person, in which case the person must report for work as soon as reasonably practicable;
- Individuals whose period of service was more than 30 but less than 181 days must report to work not later than 14 days after completion of the period of service, unless reporting for work within that time period is not reasonably practicable through no fault of the person, in which case the person must report for work as soon as reasonably practicable; and
- Individuals whose period of service was for more than 181 days must submit an application for reemployment within 90 days after the completion of the period of service.

Employees should provide advance notice of competent orders calling them to active state duty, unless

it is impossible or unreasonable to do so under the circumstances of the person's call to duty.

Leave under this policy will be unpaid, except that exempt employees will not incur any reduction in pay for a partial week's absence.

Absence for ordered duty or military training will not result in loss of time, pay that is not specifically related to leave of absence time, regular leave or vacation time or in the impairment of efficiency rating.

XXVI. TEXAS SUPPLEMENT

Equal Employment Opportunity

As set forth in the National Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also prohibit sexual harassment of unpaid interns in accordance with Texas law.

Military Leave

Employees that are called by the governor to active state duty as members of the Texas National Guard or state militia are entitled to the rights, privileges, benefits and protections with respect to employment that are set forth in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Accordingly, if eligible employees are called to active duty, they are entitled to a leave of absence in accordance with the Military Leave Policy set forth in the Employee Handbook.

Time Off To Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

If employees have less than two consecutive hours before or after work to vote, they will be allowed reasonable time off to vote without loss of pay.

The Company asks that employees provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules.

XXVII. VIRGINIA SUPPLEMENT

Reasonable Accommodations for Individuals with Disabilities

Employees and job applicants have the right to be free from discrimination on the basis of disability and the right to request reasonable accommodations for disabilities. It is unlawful for an employer in Virginia with five or more employees to take certain actions against a job applicant or employee because of disability. Accordingly, the Company will not:

- Fail or refuse to hire, discharge or otherwise discriminate against any individual on the basis of disability;
- Refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist that person in performing a particular job, unless the accommodation would impose an undue hardship on the Company's business, consistent with Virginia law;
- Take adverse action against an employee because they request or use a reasonable accommodation in accordance with this policy;
- Deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation(s) consistent with this policy; or
- Require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the disability.

The Company will make reasonable accommodations for the known physical or mental impairments of an otherwise qualified employee or applicant with a disability, unless undue hardship would result. Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources. Employees should also consult the Equal Employment Opportunity policy provided the Company's National Handbook. The Company will engage in a timely, good faith interactive process with an employee who requests an accommodation. The Company has the right to choose among equally effective accommodations.

Pregnancy Accommodation

The Company will provide employees and applicants with a reasonable accommodation for known limitations related to pregnancy, childbirth or a related medical condition, including lactation, unless doing so would impose an undue hardship on the Company's business, consistent with Virginia law.

Reasonable accommodations include, but are not limited to: more frequent or longer bathroom breaks; breaks to express breast milk; access to a private location other than a bathroom for the expression of breast milk; acquisition or modification of equipment or access to or modification of employee seating; a temporary transfer to a less strenuous or hazardous position; assistance with manual labor; job restructuring; a modified work schedule; light duty assignments; and leave to recover from childbirth.

After an employee has made a request for accommodation under this policy, the employee and the Company will engage in an interactive process to determine what accommodation, if any, may be appropriate.

The Company prohibits unlawful discrimination on the basis of pregnancy, childbirth or related

medical conditions. Employees have the right to reasonable accommodation for known limitations related to pregnancy, childbirth, or related medical conditions, and the Company will not take adverse action against an applicant or employee because they request or use reasonable accommodations in accordance with this policy.

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

Military Leave

In addition to the military leave rights set forth in the National Handbook, members of the state military forces, including members of the Virginia National Guard and Virginia Defense Force and Virginia employees who are members of the National Guard of another state who are called to state active duty or military duty for weekend drills and two-week training duty are entitled to an unpaid leave of absence for the length of the period of active service.

The leave will be unpaid except that employees may elect to use any accrued annual leave or vacation.

The Company will reemploy employees returning from military leave so long as the employee was received an honorable discharge and the combined length of the absence for service and of all previous military leaves of absences from employment with the Company does not exceed five years.

Employees must notify the Company in writing of their intent to return to employment following military service in accordance with the following timing requirements:

- Within 14 days of release from duty or from hospitalization following release for individuals whose period of service was 180 days or less; or
- Within 90 days of release from duty or from hospitalization following release for individuals whose period of service was more than 180 days.

Upon return, employees will be restored to the position they held when ordered to duty. If that position has been abolished or otherwise ceased to exist during the employee's leave of absence, the employee will be reinstated in a position of like seniority, status and pay if the position exists, or to a comparable vacant position for which they are qualified, unless to do so would be unreasonable.

Members of the Virginia National Guard who are called to state active duty service are also entitled to the rights, benefits and protections provided under the federal Servicemembers Civil Relief Act. During a leave provided under this policy, employees who are Virginia National Guard members have the right to maintain life, health or accident insurance, as long as they continue to make payments for their contribution to the coverage costs.

XXVIII. WASHINGTON SUPPLEMENT

Meal and Rest Breaks

Meal Breaks. Nonexempt employees working more than five hours in a shift will be provided a meal break of at least 30 minutes. The meal break must be taken between the second and the fifth hour of work. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break. Nonexempt employees who work three or more hours longer than the normally scheduled shift will be provided at least one 30-minute meal break before or during that extra work time.

Uninterrupted meal breaks of at least 30 minutes, during which the employee is completely relieved from duty, are unpaid. Because meal breaks are unpaid, employees must record their start and stop times. Meal breaks may be voluntarily waived by an employee. Any such waiver may be revoked by the employee or the Company. An employee who is required to work through some or all of a 30-minute meal break or whose 30-minute meal break is interrupted should report it to Human Resources. If an employee does not report a missed or interrupted meal break, the Company will assume the employee voluntarily waived the meal break.

Rest Breaks. Nonexempt employees must take a 10-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 10-minute rest break. A rest break taken in a 10-minute block must be scheduled as near as possible to the midpoint of the work period. An employee's paid rest breaks do not have to be scheduled in 10-minute blocks if the nature of the work allows the employee to take shorter, intermittent rest breaks totaling 10 minutes for every four hours worked. An employee may not waive a paid rest break.

Any employee who does not receive a rest break in accordance with this policy should report it to Human Resources. If an employee does not report a missed rest break, the Company will assume the employee took his or her rest breaks as required by this policy.

Responsibilities. Employees are expected to take their meal and rest breaks and management is expected to ensure that employees take meal and rest breaks in accordance with this policy. Supervisors may not pressure or coerce employees to work through their meal or rest breaks. Any employee who feels they have been pressured or coerced into working through a meal or rest break should immediately report the situation to Human Resources.

Any employee, supervisor or manager who fails to observe the applicable guidelines in this policy will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to Human Resources. Every report will be fully investigated, and corrective action will be taken when appropriate. The Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports.

Washington Paid Family and Medical Leave

In accordance with the Washington Paid Family and Medical Leave Act ("WA PFMLA"), eligible employees may be entitled to a leave of absence with partial wage replacement benefits from the State of Washington Employment Security Department ("Department") for absences due to their own

serious health condition, or to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service.

Employee Eligibility. Employees are eligible for WA PFMLA leave and partial wage replacement benefits if they meet the eligibility requirements as determined by the Department. Generally, this means that employees must have worked 820 hours in “employment” (as defined by the WA PFMLA), for any employer in Washington State, during the qualifying period (*i.e.*, first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave).

Reasons for and Length of Leave. During a benefit year, eligible employees may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care for a “family member” of the employee made necessary by the family member’s serious health condition; (2) bond with the employee’s child under the age of 18 during the first 12 months following the child’s birth, adoption or foster care placement of a child under the age of eighteen; or (3) attend to a “qualifying exigency,” as defined under the federal Family and Medical Leave Act (“FMLA”), arising from the “covered active duty” (as defined below) of an employee’s family member as a member of the military reserves, National Guard, or Armed Forces.
- Up to a maximum of 12 weeks of paid medical leave to attend to their own serious health condition. Medical leave may be extended up to an additional two weeks (up to 14 weeks of medical leave) if the employee experiences a pregnancy-related serious health condition that results in incapacity.

An eligible employee may receive up to a combined total of 16 weeks of medical and family leave, or up to a combined total of 18 weeks if the employee experiences a pregnancy-related condition that results in incapacity. For employees who are eligible for leave based upon incapacity due to pregnancy or for prenatal care, leave taken during the first six weeks after birth (the “postnatal period”) will be presumed to be paid medical leave, unless the employee’s medical leave entitlement is fully or partially exhausted prior to the birth of the child or the employee chooses to use paid family leave, if available, during that postnatal period.

An employee is not entitled to WA PFMLA benefits for (a) absences caused by the employee's willful intent to bring about injury to or sickness of the employee or another; (b) absences resulting from an injury or sickness sustained in the employee's perpetration of an illegal act; (c) any family or medical leave beginning before the employee is eligible for such benefits; (d) a period during which the employee is on suspension from employment; or (d) any period of time during which the employee works for remuneration or profit.

Definitions

- **“Benefit year”** means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the employee’s timely and complete application to the Department. Employees will only have one “Benefit Year” at a time.

- **“Child”** means a biological, adopted, or foster child, a stepchild, a child’s spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- **“Covered Active Duty”** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **“Family Member”** means the employee’s spouse or state registered domestic partner, child, parent, grandparent, grandchild, or sibling. "Family member" also includes any individual who depends on the employee for care and either: (1) regularly resides in the employee's home; or (2) is in a relationship that creates an expectation that the employee will care for the person. "Family member" does not include an individual who simply resides in the same home as the employee with no expectation that the employee care for them.
- **“Grandchild”** means a child of the employee’s child.
- **“Grandparent”** means a parent of the employee’s parent.
- **“Parent”** means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or state registered domestic partner, or an individual who stood in loco parentis to an employee when the employee was a child.

Wage Replacement Benefits. Eligible employees may receive wage replacement benefits from the Department. Wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon an employee’s average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. When taking WA PFMLA for reasons other than family leave for a qualifying exigency or for the birth or placement of the employee’s child, payment of wage replacement benefits is subject to a waiting period of seven consecutive calendar days. The waiting period begins on the Sunday of the first week an eligible employee starts taking paid family or medical leave. Employees may use available vacation, sick leave (if applicable), or other paid time off during the waiting period.

The minimum claim duration is eight consecutive hours of leave meaning the employee claims at least eight consecutive hours at some point during the week beginning on Sunday at 12:00 a.m. and ending at 11:59 p.m. the following Saturday.

In any week in which an employee is eligible to receive benefits under federal or state unemployment compensation, industrial insurance, or disability insurance laws, the employee is disqualified from receiving WA PFMLA wage replacement benefits.

Intermittent and Reduced Schedule Leave. Employees may take WA PFMLA leave intermittently, which means taking leave in blocks of time, or on a reduced schedule basis, by reducing the employee's normal weekly or daily work schedule.

Payroll Deductions. WA PFMLA benefits are funded by both a Company contribution (if the Company has 50 or more employees in “employment” in Washington State) and an employee contribution.

Requesting Leave. Employees must file an application for WA PFMLA benefits directly with the Department using the Department’s forms.

Employees must also provide advance notice to the Company as follows:

- When the need for WA PFMLA leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition, the employee must provide written notice to the Company at least 30 days in advance.
- When 30 days’ notice is not possible, such as because of a lack of knowledge of approximately when WA PFMLA leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide written notice to the Company as soon as practicable.
- When the need for WA PFMLA leave due to a qualifying military exigency is foreseeable, the employee must provide written notice to the Company as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, the employee must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee’s spouse or domestic partner, neighbor, or coworker.

“As soon as is practicable” means as soon as it is both possible and practical to provide notice, taking into account all of the facts and circumstances in the individual situation.

Written notice should be provided to the Company and specify the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email. Failure to provide timely notice may result in the Department denying WA PFMLA benefits.

Employees must advise the Company as soon as practicable if the dates of a scheduled WA PFMLA leave change or are extended, or if the dates of leave were initially unknown.

Employees applying for WA PFMLA benefits must provide the Department supporting documentation or certification as required by the Department.

When using WA PFMLA concurrently with FMLA, employees must comply with the notice and certification requirements in the Company’s Family and Medical Leave policy in the Employee Handbook.

Employees must make a reasonable effort to schedule treatment in a manner that does not unduly disrupt the Company’s operations, subject to the approval of the employee’s or family member’s health care provider.

Whenever an employee who is qualified for WA PFMLA benefits is absent from work for family leave

or medical leave for a period of more than seven consecutive days, the Company will provide the employee with a written statement of the employee's rights. The notice will be provided to the employee within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the Company has received notice that the employee's absence is for such reasons, whichever is later.

Health Benefits. To the extent required by applicable law, if an employee takes WA PFMLA and there is at least one day of concurrent use with FMLA, the Company will continue making contributions to employee group health benefits during the WA PFMLA leave on the same terms as if the employee had continued to actively work. The Company will maintain health benefits from the date WA PFMLA began until the earlier of when WA PFMLA ends or the employee returns from leave to any employment.

If employees want their benefits coverage to continue during the WA PFMLA leave, they must also continue to make the same premium payments that they are normally required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

Effect on Other Rights and Paid Leave. When both the FMLA and the WA PFMLA apply, the leave provided by each will count against the employee's entitlement under both laws, and leave taken under the FMLA will run concurrently with leave taken under the WA PFMLA.

WA PFMLA is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. When an employee takes leave for pregnancy disability under both the WA PFMLA and Pregnancy Disability Leave, the two leaves will run concurrently, but an employee's WA PFMLA entitlement or eligibility does not limit the amount of Pregnancy Disability Leave to which the employee may be entitled. For more information, please see the Pregnancy Disability Leave policy in this Supplement.

The Company will not require employees to take paid vacation leave, paid sick leave, or other forms of paid time off provided by the Company before, in place of, or concurrently with WA PFMLA. An employee may choose whether or not to take paid leave provided under a collective bargaining agreement or company policy, however, such paid leave will be a supplemental benefit to WA PFMLA and an employee may not take more leave than will be required to provide the employee with a total of 100% of their pay for the absence (except that an employee may use their paid sick leave as provided for by applicable law).

Return from Leave. Employees who return to work as scheduled at the end of WA PFMLA will be reinstated to the same position they held at the time the leave commenced, or to an equivalent position with comparable benefits, pay, and other terms and conditions of employment, if the company has 50 or more employees in "employment" (as defined by the WA PFMLA) and the employee meets the following requirements:

- The employee is in "employment" in Washington State (as defined by the WA PFMLA).
- The employee has been employed by the Company for twelve months or more.

- The employee has worked for the Company for at least 1,250 hours during the twelve months immediately preceding the date on which leave will commence.

For employees who do not meet the requirements for job reinstatement under the WA PFMLA, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and the Company will comply with all applicable reinstatement requirements.

The Company may deny restoration to any salaried employee who is among the highest paid ten percent of the employees employed by the Company within 75 miles of the facility at which the employee is employed if:

- Denial is necessary to prevent substantial and grievous economic injury to the operations of the Company;
- The Company notifies the employee of its intent to deny restoration on such basis at the time the Company determines that the injury would occur; and
- The leave has commenced and the employee elects not to return to employment after receiving the notice.

Protected Rights. The Company takes its WA PFMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the WA PFMLA. The Company will not discriminate or retaliate against any employee because that person uses or attempts to use WA PFMLA benefits. Employees who believe their WA PFMLA rights have been violated in any way should immediately report the matter to Human Resources by US.Benefit@exlservice.com.

Employees may also contact Human Resources by US.Benefit@exlservice.com regarding WA PFMLA benefits.

Pregnancy Disability Leave

Employees will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

The Company may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability *only*, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave Act.

Upon return, an employee who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Company is unable to reinstate the employee for reasons related to business necessity.

Military Leave

Uniformed Services. In addition to the military leave rights set forth in the National Handbook, regular full- and part-time (i.e., nontemporary) Washington employees who are members of the uniformed services, including the United States armed forces, reserves, National Guard, commissioned corps of the Public Health Service, Coast Guard and any other category designated by the President in time of war or emergency, may take a military leave of absence for any of the following types of service:

Active duty;

Active and inactive duty for training;

Initial active duty for training;

Full-time National Guard duty; and

Examination to determine fitness to perform any of these duties.

Employees must notify their supervisor and Human Resources of membership in the uniformed services within a reasonable time upon accepting employment or becoming a member of the uniformed services.

Time off under this policy is without pay. Employees will be considered as having been on furlough or a leave of absence during the leave and will be entitled to participate in insurance or other benefits offered by the Company in accordance with the established rules and practices regarding employee leaves of absence in effect at the time the employee is ordered to service.

The Company will reemploy employees returning from military leave unless reemployment is impossible or unreasonable because of changed circumstances, reemployment presents an undue hardship for the Company or the position the individual held before leaving to serve was temporary. Unless one of these exceptions applies, the Company will reinstate employees, provided that the:

Leave does not exceed four years, unless a period of additional service is imposed by law;

Employee provides proper notice of the intent to return to employment with the Company; and

Employee provides a receipt of an honorable discharge, report of separation, certificate of satisfactory service or other proof of having satisfactorily completed service.

Employees must notify the Company of their intent to return to employment following military service in accordance with the following timing requirements:

For individuals whose period of service was fewer than 31 days, not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional eight-hour period;

For individuals whose period of service was more than 30 but fewer than 181 days, not later than 14 days after completion of the period of service;

For individuals whose period of service was for more than 180 days, not later than 90 days after the completion of the period of service; and

For individuals hospitalized for or convalescing from an illness or injury incurred in or aggravated during the period of military service, up to two years from the date of injury.

The Company may require documentation demonstrating that the employee has met advance notice requirements, has not exceeded the four-year leave limitation and has not been dishonorably discharged. However, the Company will not deny reemployment to an employee who fails to meet a documentation requirement if the failure occurs because such documentation does not exist or is not readily available at the time of the request. However, if documentation becomes available subsequent to reemployment that establishes that the requirements outlined above were not met, the Company may terminate employment and any benefits provided.

Unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, employees returning from service will be reinstated to their prior position or a position of like seniority, status and pay, as long as they are still qualified to perform the duties of that position. If an employee is unable to perform the duties of his or her prior position due to a disability sustained during military service, but is qualified to perform the duties of another position, the Company will reinstate the employee to the other position with like seniority, status and pay (or the closest approximation) consistent with the employee's circumstances.

An employee who is returning from military leave with the United States armed forces will not be terminated without cause for one year following the date of reemployment.

State Organized Militia. Employees who are members of the state organized militia will be allowed a leave of absence of up to 12 weeks per calendar year when called to state-ordered active duty. When the Governor has declared a state of emergency necessitating a longer period of service, employees will be allowed up to 12 months of leave.

All employees who are members of the state organized militia and are called to active state service or inactive duty will be allowed to apply for job restoration, though reinstatement is only required for those whose military absence was under three months.

Paid Sick and Safe Leave (Washington)

The Company provides paid sick and safe leave to eligible employees in compliance with Washington State's paid sick and safe leave law (PSSLL), as set forth in the Sick and Safe Leave policy in the National Handbook. For all employees covered by the PSSLL, the Company complies with the PSSLL, including providing more generous benefits required by applicable law. If a Washington employee works in Seattle or Tacoma, the Company will comply with all applicable requirements of the paid sick leave ordinances of those cities that are more favorable to employees.

Additionally, employees in Washington should note the following:

For absences related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, "family member" also includes an individual with whom the employee has a dating relationship.

When the need for paid sick and safe leave is foreseeable, employees must provide reasonable advance notice to their supervisor or manager. The employee should provide notice as soon as practicable and

must provide notice at least 10 calendar days before the date sick or safe leave will begin. If the need for paid sick and safe leave is unforeseeable, employees must provide notice to their supervisor or manager of the need to use the time as soon as practicable. In all circumstances, employees should specify that the requested time off is for sick or safe leave reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. If it is impracticable for an employee to provide notice of the need for sick and safe leave, another person can provide notice on the employee's behalf.

For absences exceeding three consecutive days (for all or a portion of the time that an employee is required to work), the Company may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. Employees must submit any required documentation within ten calendar days following the first day of paid sick and safe leave. For employees using paid sick and safe leave related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, employees must provide the requested verification in a timely manner after the Company requests it. If an employee anticipates that providing required documentation will create an unreasonable burden, the employee can provide an oral or written explanation to the Company, which asserts that the use of paid sick and safe leave was for an authorized purpose and explains why the requested verification creates an unreasonable burden or expense for the employee. Within ten calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.



State of Illinois
Illinois Department of Labor

PAID LEAVE FOR ALL WORKERS ACT NOTICE

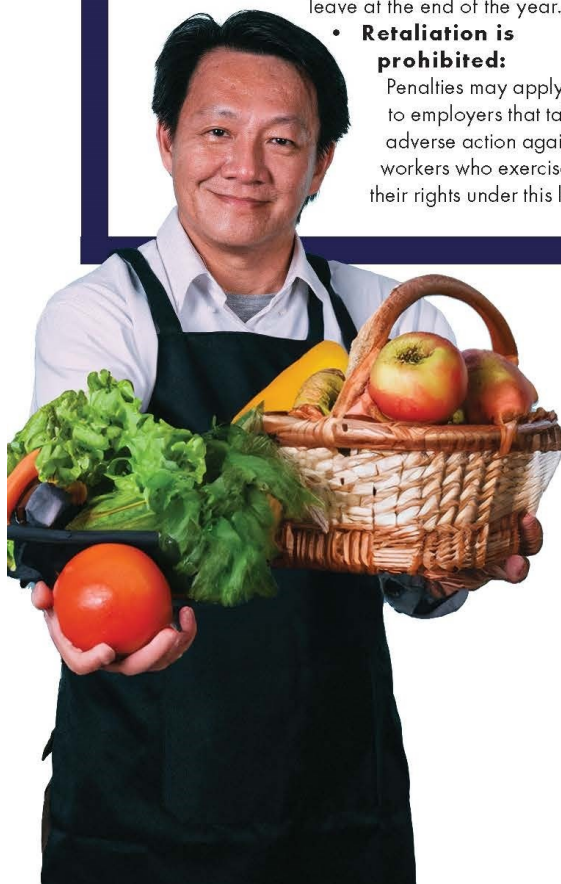
Employers must provide employees with up to 40 hours of paid leave for any reason.

Paid Leave

- **Workers:** Earn up to five (5) days per year of paid leave from work.
- **Use:** Workers can use paid leave for any reason of their choosing. Employers cannot require workers to provide a reason for their time off request. Employers may not require, as a condition of taking leave, that the employee search for a replacement worker.
- **Accrual:** Workers earn 1 hour of paid leave for every 40 hours they work.
- **Carryover:** Workers rollover all unused paid leave at the end of the year.

- **Retaliation is prohibited:**

Penalties may apply to employers that take adverse action against workers who exercise their rights under this law.



Penalties

Workers may recover the amount they should have been paid for the leave, penalties, and other equitable relief.

Filing a Complaint

A worker may file a complaint with the Illinois Department of Labor alleging a violation of this Act by filling out a complaint form at labor.illinois.gov/paidleave.

Existing Policy and Exclusions

Certain exceptions may apply for employers who already provide their workers with paid leave. There are also certain categories of workers that are not covered by the law.

See QR code for more information on how to file a complaint and applicable exceptions to the law.



For a complete text of the laws, visit our website at:
www.labor.illinois.gov

For more information or to file a Complaint, contact us at:
DOL.PaidLeave@illinois.gov

THIS NOTICE MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PREMISES OF THE EMPLOYER WHERE OTHER NOTICES ARE POSTED.

Printed by the Authority of State of Illinois 12/23 IOCI 24-1010

NY AIRBORNE INFECTIOUS DISEASE EXPOSURE PREVENTION PLAN



The purpose of this plan is to protect employees against exposure and disease during an airborne infectious disease outbreak. This plan goes into effect when an airborne infectious disease is designated by the New York State Commissioner of Health as a highly contagious communicable disease that presents a serious risk of harm to the public health. This plan is subject to any additional or greater requirements arising from a declaration of a state of emergency due to an airborne infectious disease, as well as any applicable federal standards.

Employees should report any questions or concerns with the implementation this plan to the designated contact.

This plan applies to all “employees” as defined by the New York State HERO Act, which means any person providing labor or services for remuneration for a private entity or business within the state, without regard to an individual’s immigration status, and shall include part-time workers, independent contractors, domestic workers, home care and personal care workers, day laborers, farmworkers and other temporary and seasonal workers. The term also includes individuals working for digital applications or platforms, staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, regardless of whether delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter. The term does not include employees or independent contractors of the state, any political subdivision of the state, a public authority, or any other governmental agency or instrumentality.

As of the date of the publication of this document, while the State continues to deal with COVID-19 and a risk still exists, no designation is in effect at this time. Please check the websites of Departments of Health and Labor for up to date information on whether a designation has been put into effect, as any such designation will be prominently displayed. No employer is required to put a plan into effect absent such a designation by the Commissioner of Health.

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I. RESPONSIBILITIES

This plan applies to all employees of EXL SERVICE HOLDINGS, INC, and [all]/[the following work sites]:

Office Location : 320 Park Avenue, 29th Floor, New York City, NY 10022

This plan requires commitment to ensure compliance with all plan elements aimed at preventing the spread of infectious disease. The following supervisory employee(s) are designated to enforce compliance with the plan. Additionally, these supervisory employees will act as the designated contacts unless otherwise noted in this plan:

Name	Title	Location	Phone
Andrea Alexander-Doss	Sr Manager - Facilities	New York	
Martin Whitehead	Vice President - HR	New York	

II. EXPOSURE CONTROLS DURING A DESIGNATED OUTBREAK

A. MINIMUM CONTROLS DURING AN OUTBREAK

During an airborne infectious disease outbreak, the following minimum controls will be used in all areas of the worksite:

1. **General Awareness:** Individuals may not be aware that they have the infectious disease and can spread it to others. Employees should remember to:
 - Maintain physical distancing;
 - Exercise coughing/sneezing etiquette;
 - Wear face coverings, gloves, and personal protective equipment (PPE), as appropriate;
 - Individuals limit what they touch;
 - Stop social etiquette behaviors such as hugging and hand shaking, and
 - Wash hands properly and often.
2. **“Stay at Home Policy”:** If an employee develops symptoms of the infectious disease, the employee should not be in the workplace. The employee should inform the designated contact and follow New York State Department of Health (NYSDOH) and Centers for Disease Control and Prevention (CDC) guidance regarding obtaining medical care and isolating.
3. **Health Screening:** Employees will be screened for symptoms of the infectious disease at the beginning of their shift. Employees are to self-monitor throughout their shift and report any new or emerging signs or symptoms of the infectious disease to the designated contact. An employee showing signs or symptoms of the infectious disease should be removed from the workplace and should contact a healthcare professional for instructions. The health screening elements will follow guidance from NYSDOH and CDC guidance, if available.

4. **Face Coverings:** To protect your coworkers, employees will wear face coverings throughout the workday to the greatest extent possible. Face coverings and physical distancing should be used together whenever possible. The face covering must cover the nose and mouth, and fit snugly, but comfortably, against the face. The face covering itself must not create a hazard, e.g. have features could get caught in machinery or cause severe fogging of eyewear. The face coverings must be kept clean and sanitary and changed when soiled, contaminated, or damaged.
5. **Physical Distancing:** Physical distancing will be followed as much as feasible. Avoid unnecessary gatherings and maintain a distance of at least six feet (or as recommended by the NYSDOH/CDC for the infectious agent) from each other. Use a face covering when physical distance cannot be maintained.

In situations where prolonged close contact with other individuals is likely, use the following control methods: (Note to employer: Check off the controls you intend to use and add any additional controls not listed here.)

- restricting or limiting customer or visitor entry;
- limiting occupancy;
- allowing only one person at a time inside small enclosed spaces with poor ventilation;
- reconfiguring workspaces;
- physical barriers;
- signage;
- floor markings;
- telecommuting;
- remote meetings;
- preventing gatherings;
- restricting travel;
- creating new work shifts and/or staggering work hours;
- adjusting break times and lunch periods;
- delivering services remotely or through curb-side pickup;
- **monitoring daily access to premises**
- **restricting office access to only fully vaccinated employees**
- **requesting vendors and unvaccinated employees to complete Health Declaration questionnaire**

6. **Hand Hygiene:** To prevent the spread of infection, employees should wash hands with soap and water for at least 20 seconds or use a hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:
 - Touching your eyes, nose, or mouth;
 - Touching your mask;
 - Entering and leaving a public place; and
 - Touching an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens.Because hand sanitizers are less effective on soiled hands, wash hands rather than using hand sanitizer when your hands are soiled.
7. **Cleaning and Disinfection:** See Section V of this plan.
8. **“Respiratory Etiquette”:** Because infectious diseases can be spread by droplets expelled from the mouth and nose, employees should exercise appropriate respiratory etiquette by covering nose and mouth when sneezing, coughing or yawning.
9. **Special Accommodations for Individuals with Added Risk Factors:** Some employees, due to age, underlying health condition, or other factors, may be at increased risk of severe illness if infected. Please inform your supervisor or the HR department if you fall within this group and need an accommodation.

B. ADVANCED CONTROLS DURING AN OUTBREAK

For activities where the Minimum Controls alone will not provide sufficient protection for employees, additional controls from the following hierarchy may be necessary. Employers should determine if the following are necessary:

1. Elimination: Employers should consider the temporary suspension or elimination of risky activities where adequate controls could not provide sufficient protection for employees.
2. Engineering Controls: Employers should consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate the worker from the infectious agent. Examples of engineering controls include:
 - i. Mechanical Ventilation:
 - a. Local Exhaust Ventilation, for example:
 - Ventilated booths (lab hoods);
 - Kitchen Vents; and
 - Vented biosafety cabinets.
 - b. General Ventilation, for example:
 - Dedicated ventilation systems for cooking areas, malls, atriums, surgical suites, manufacturing, welding, indoor painting, laboratories, negative pressure isolation rooms;
 - Increasing the percentage of fresh air introduced into air handling systems;
 - Avoiding air recirculation;
 - Using higher-efficiency air filters in the air handling system;
 - If fans are used in the facility, arrange them so that air does not blow directly from one worker to another; and
 - ii. Natural Ventilation, for example:
 - Opening outside windows and doors to create natural ventilation; and
 - Opening windows on one side of the room to let fresh air in and installing window exhaust fans on the opposite side of the room so that they exhaust air outdoors. *(Note: This method is appropriate only if air will not blow from one person to another.)*
 - iii. Install automatic disinfection systems (e.g., ultraviolet light disinfection systems).
 - iv. Install cleanable barriers such as partitions and/or clear plastic sneeze/cough guards.
 - v. Change layout to avoid points or areas where employees may congregate (e.g., install additional timeclocks).

Subject to changes based on operations and circumstances surrounding the infectious disease, engineering controls that are anticipated to be used are listed in the following table:

Engineering Controls Utilized/Location:
Fresh air intake are fully open at all times. This has been confirmed with the building's management (Mutual of America)
All units have upgraded with Merv-13 filters. This has been confirmed with the building's management (Mutual of America)
<i>Note to Employer: One of the best ways to reduce exposure to infectious agents is to improve ventilation. The aim is to deliver more "clean air" into an occupied area and exhaust the contaminated air to a safe location. In some cases, the air may have to be filtered before it enters the work area and/or before it is exhausted. Direct the contaminated air away from other individuals and from the building's fresh air intake ports. Consult your ventilation system's manufacturer or service company to determine if improvements are possible for your system.</i>

3. "Administrative Controls" are policies and work rules used to prevent exposure. Examples include:

- Increasing the space between workers;
- Slowing production speed to accommodate fewer workers at a time;
- Disinfecting procedures for specific operations;
- Not shaking out soiled laundry;
- Employee training;
- Identify and prioritize job functions that are essential for continuous operations;
- Cross-train employees to ensure critical operations can continue during worker absence;
- Limit the use of shared workstations;
- Post signs reminding employees of respiratory etiquette, masks, handwashing;
- Rearrange traffic flow to allow for one-way walking paths;
- Provide clearly designated entrance and exits;
- Provide additional short breaks for handwashing and cleaning;
- Establishing pods or cohorts working on same shift;

Subject to changes based on operations and circumstances surrounding the infectious disease, the following specific administrative controls are anticipated to be used:

Administrative Controls Utilized/Location:
1. Identify and prioritize job functions that are essential for continuous operations and required to be in the office
2. Limit the use of shared workstations
3. Installed signage reminding employees of respiratory etiquette, masks, handwashing
4. Established remote work policy and criteria for working from office.
5. Employee awareness by sending mailers. Keep copy of safety plan at notification board in break area
6. Employee town hall/meeting to explain the standard

4. 10. Personal Protective Equipment (PPE) are devices like eye protection, face shields, respirators , , and gloves that protect the wearer from infection. PPE will be provided, used and maintained in a sanitary and reliable condition at no cost to the employee. The PPE provided to an employee will be based on a hazard assessment for the workplace.

PPE Required - Activity Involved/Location:
Masks, hand sanitizer, disinfectant spray and sanitizer wipes are available to all employees accessing the office.
<i>1 The use of respiratory protection, e.g. an N95 filtering facepiece respirator, requires compliance with the OSHA Respiratory Protection Standard 29 CFR 1910.134 or temporary respiratory protection requirements OSHA allows for during the infectious disease outbreak.</i> <i>2 Respirators with exhalation valves will release exhaled droplets from the respirators. Respirators are designed to protect the wearer. Surgical masks and face coverings, which are not respirators, are designed to protect others, not the wearer.</i>

C. EXPOSURE CONTROL READINESS, MAINTENANCE AND STORAGE:

The controls we have selected will be obtained, properly stored, and maintained so that they are ready for immediate use in the event of an infectious disease outbreak and any applicable expiration dates will be properly considered.

III. HOUSEKEEPING DURING A DESIGNATED OUTBREAK

A. Disinfection Methods and Schedules

Objects that are touched repeatedly by multiple individuals, such as door handles, light switches, control buttons/levers, dials, levers, water faucet handles, computers, phones, or handrails must be cleaned frequently with an appropriate disinfectant. Surfaces that are handled less often, or by fewer individuals, may require less frequent disinfection.

The disinfection methods and schedules selected are based on specific workplace conditions.

The New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA) have compiled lists of approved disinfectants that are effective against many infectious agents (see dec.ny.gov and epa.gov/pesticide-registration/selected-epa-registered-disinfectants). Select disinfectants based on NYSDOH and CDC guidance and follow manufacturer guidance for methods, dilution, use, and contact time.

B. Adjustments to Normal Housekeeping Procedures

Normal housekeeping duties and schedules should continue to be followed during an infectious disease outbreak, to the extent practicable and appropriate consistent with NYSDOH and/or CDC guidance in effect at the time. However, routine procedures may need to be adjusted and additional cleaning and disinfecting may be required.

Housekeeping staff may be at increased risk because they may be cleaning many potentially contaminated surfaces. Some housekeeping activities, like dry sweeping, vacuuming, and dusting, can resuspend into the air particles that are contaminated with the infectious agent. For that reason, alternative methods and/or increased levels of protection may be needed.

Rather than dusting, for example, the CDC recommends cleaning surfaces with soap and water before disinfecting them. Conducting housekeeping during “off” hours may also reduce other workers’ exposures to the infectious agent. Best practice dictates that housekeepers should wear respiratory protection. See cdc.gov for more guidance.

C. If an employee develops symptoms of the infectious disease at work, it is ideal to isolate the area in accordance with guidance issued by NYSDOH or the CDC, before cleaning and disinfecting the sick employee’s work area. This delay will allow contaminated droplets to settle out of the air and the space to be ventilated.

D. As feasible, liners should be used in trash containers. Empty the containers often enough to prevent overfilling. Do not forcefully squeeze the air out of the trash bags before tying them closed. Trash containers may contain soiled tissue or face coverings.

IV. INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

If an actual, or suspected, infectious disease case occurs at work, take the following actions:

- Instruct the sick individual to wear a face covering and leave the worksite and follow NYSDOH/CDC guidance.
- Follow local and state authority guidance to inform impacted individuals.

V. TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK

A. **Andrea Alexander-Doss** will verbally inform all employees of the existence and location of this Plan, the circumstances it can be activated, the infectious disease standard, employer policies, and employee rights under the HERO Act. (Note: training need not be provided to the following individuals: any individuals working for staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, where delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter)

B. When this plan is activated, all personnel will receive training which will cover all elements of this plan and the following topics:

1. The infectious agent and the disease(s) it can cause;
2. The signs and symptoms of the disease;
3. How the disease can be spread;
4. An explanation of this Exposure Prevention Plan;
5. The activities and locations at our worksite that may involve exposure to the infectious agent;
6. The use and limitations of exposure controls
7. A review of the standard, including employee rights provided under Labor Law, Section 218-B.

C. The training will be

1. Provided at no cost to employees and take place during working hours. If training during normal work hours is not possible, employees will be compensated for the training time (with pay or time off);
2. Appropriate in content and vocabulary to your educational level, literacy, and preferred language; and
3. Verbally provided in person or through telephonic, electronic, or other means.

VI. PLAN EVALUATIONS DURING A DESIGNATED OUTBREAK

The employer will review and revise the plan periodically, upon activation of the plan, and as often as needed to keep up-to-date with current requirements. Document the plan revisions below:

Plan Revision History			
Date	Participants	Major Changes	Approved By
8/5/2021	Andrea Doss	First release	Martin Whitehead
	Jamila Diggs		

VII. RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

No employer, or his or her agent, or person, , acting as or on behalf of a hiring entity, or the officer or agent of any entity, business, corporation, partnership, or limited liability company, shall discriminate, threaten, retaliate against, or take adverse action against any employee for exercising their rights under this plan, including reporting conduct the employee reasonably believes in good faith violates the plan or airborne infectious disease concerns to their employer, government agencies or officials or for refusing to work where an employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure, provided the employee, another employee, or representative has notified the employer verbally or in writing, including electronic communication, of the inconsistent working conditions and the employer's failure to cure or if the employer knew or should have known of the consistent working conditions.

Notification of a violation by an employee may be made verbally or in writing, and without limitation to format including electronic communications. To the extent that communications between the employer and employee regarding a potential risk of exposure are in writing, they shall be maintained by the employer for two years after the conclusion of the designation of a high risk disease from the Commissioner of Health, or two years after the conclusion of the Governor's emergency declaration of a high risk disease. Employer should include contact information to report violations of this plan and retaliation during regular business hours and for weekends/other non-regular business hours when employees may be working.



Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees will be granted an annual accrual of 80 hours of paid sick and safe leave on January 1 of each calendar year. For employees hired after the start of the calendar year, the Company will prorate the amount of sick and safe time as set forth in the US Employee Handbook. The prorated amount meets, and in many cases, exceeds the requirements of Minnesota's earned sick and safe time law. A year for purposes of the employee's earned sick and safe time accrual is January 1st to December 31st.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, must inform their supervisor or manager as far in advance as possible, but at least seven days in advance. In situations where an employee cannot provide advance notice, the employee should contact their supervisor or manager as soon as they know they will be unable to work. Employees should follow their customary call off procedures to report an absence.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ຂໍ້ມູນນີ້ມີຄວາມສຳຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອເລືອກຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ስለሰራተኛው ስራ ስርዓት ስለሚገኝ ጥቅም አጠቃላይ መረጃ ይዟል። ይህንን ደብዳቤ በስተቃላት በኩል ባለው ቋንቋ ተተርጉሞ ለእንዲሉት ክፍሉ በዛው በስተቃላት በኩል ባለው ቋንቋ ውስጥ ምልክት ይድርጉ።
Karen / ကညီကျိာ်	လိပ်စာတော်အားဖြင့် အသိပေးချက်တော်ကို အောက်ဖော်ပြပါ အခန်းကဏ္ဍတို့တွင် ရရှိရန် အသိပေးချက်တော်ကို ဖတ်ရှုပါ။ တစ်ခါတစ်ရံ အသိပေးချက်တော်ကို အောက်ဖော်ပြပါ အခန်းကဏ္ဍတို့တွင် ရရှိရန် အသိပေးချက်တော်ကို ဖတ်ရှုပါ။
Arabic/ العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه اللغة.

CITY OF MINNEAPOLIS NOTICE TO EMPLOYEES

Minneapolis Labor and Employment Rights

Wage Theft Prevention

All employees have a legal right to receive:

- Timely and full payment of all earnings.
- Written notice (at start of employment) of certain terms, such as pay rate(s) and pay schedule.
- Earning statements (e.g. paystubs) documenting payments and sick and safe time hours.

Minimum Wage Scheduled Increases

	100 or Fewer Employees	More than 100 Employees
	Small Business	Large Business
July 1, 2019	\$11.00	\$12.25
July 1, 2020	\$11.75	\$13.25
July 1, 2021	\$12.50	\$14.25
July 1, 2022	\$13.50	\$15.00*
July 1, 2023	\$14.50	
July 1, 2024	Equal to Large Business*	

*Increases to account for inflation, every subsequent January 1st.

Sick and Safe Time (access to certain time off work)

- Employers **must pay** for use at employee's base rate (except if they employ fewer than six employees).
- A minimum of one hour accrues for every 30 hours worked, capped at 48 per year and 80 overall.
- Hours begin accruing on first day of work and may be used 90 calendar days later (or earlier if employer allows.) Part-time workers are included.



Sick Time

Medical or mental health condition, illness or injury



Safe Time

To address domestic abuse, sexual assault or stalking



Sick or Safe

Care for ill family member or during emergency closure of their school or place of care



Working. Thriving. Together.

Help make Minneapolis a healthier, more secure, and more productive community.

➤ Report Violations

- Call 311.
- File a report online at minneapolismn.gov/laborenforcement
- File a report in person at City Hall, room 239, 350 S. Fifth St.

➤ Retaliation Prohibited

Interference with the exercise of any right protected under the minimum wage, sick and safe time or wage theft prevention ordinances is punishable by fine(s) up to \$3,000 per employee.



THIS POSTER MUST BE DISPLAYED WHERE EMPLOYEES CAN EASILY READ IT

(This poster may be printed on 8 1/2" x 11" letter size paper. Download it at minimumwage.minneapolismn.gov or sicktimeinfo.minneapolismn.gov.) More questions? We're here to help: sicktimeinfo@minneapolismn.gov, minimumwage.minneapolismn.gov or call 311.

For reasonable accommodations or alternative formats please contact the Minneapolis Civil Rights Department at 612-673-3012. People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users can call 612-673-2157 or 612-673-2626. Para asistencia 612-673-2700, Yog xav tau kev pab, hu 612-673-2800, Hadii aad Caawimaad u baahantahay 612-673-3500.

VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

LEAVE TIME ALLOWED

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

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

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

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

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

EMPLOYER: _____

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



LS-112 (08-21) AI

STOP SEXUAL HARASSMENT ACT NOTICE

All employers are required to provide written notice of employees' rights under the Human Rights Law both in the form of a displayed poster **and** as an information sheet distributed to individual employees at the time of hire. This document satisfies the poster requirement.

The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, require the violator to undergo training, and mandate other remedies such as community service.

Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak

out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

Report sexual harassment to the NYC Commission on Human Rights. Call 212-416-0197 or visit NYC.gov/HumanRights to learn how to file a complaint or report discrimination. You can file a complaint anonymously.

State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law, where statutes of limitations vary.

To file a complaint with the New York State Division of Human Rights, please visit the Division's website at www.dhr.ny.gov.

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at www.eeoc.gov.

      @NYCCHR
NYC.gov/HumanRights

NYC Commission on
Human Rights

Promoting Healthy Families and Workplaces

Chapter 9-4100
Effective May 13 2015

Requires Paid or Unpaid Leave

Examples of violations include:

Denied use of paid or unpaid sick leave;
Not tracking accrual of sick leave;
Not notifying employees of this benefit;
Not allowing to carry over sick leave each year;
Requiring a note for two days or less;
Not accepting a reasonable note;
Requiring a worker to find coverage;
Requiring a worker to make up hours;
And not allowing sick leave for sexual assault or domestic abuse.

Employees exempted from this law:

Hired to work 6 months or less
Hired for a 16 week period/ seasonal worker
Independent contractor/ 1099 tax form
Covered by a collective bargaining agreement
Adjunct professor
Pool employee or Per Diem
Student intern

If you believe you have been misclassified contact our office.

Employer requirements:

Employees will earn 1 hour of sick leave for every 40 hours of work, which may be limited to 40 hours each year.

The employer will keep records of sick leave accrual and use for all employees for **2 years**.

The employer will notify all employees of their right to this benefit.

The employer will provide **unpaid** sick leave for 9 or less employees.

The employer will provide **paid** sick leave for 10 or more employees at the regular rate of pay.

The employer will allow unused sick leave time to carry over from one year to the next year or front load.

The employer will provide earned unpaid sick leave once the employee has exhausted paid sick leave.

Retaliation is prohibited under this law.



**The Office of Benefits and
Wage Compliance**
215.686.0802
paysickleave@phila.gov

Employers
Request compliance
assistance by contacting the
Office of Benefits and Wage
Compliance

Employees
File a complaint
by contacting the Office of
Benefits and Wage
Compliance

Version History

Old Ver. No	New Ver. No	Effective Date of the Change	Approved By	Description of Changes/Revision
NA	1.0	Nov 10, 2022	US HR & Legal	New Handbook Document
1.0	1.1	March 15, 2024	US HR Cesar Salas – VP HR & Legal	Document Reviewed – No Change