



EMPLOYEE POLICY MANUAL

**Employee Handbook
Table of Contents**

	Page
INTRODUCTION	1
Purpose of this Handbook.....	1
Policy Changes.....	2
Human Resources.....	2
EMPLOYMENT POLICIES & PRACTICES	3
At-Will Status	3
Employment Categories.....	3
Equal Employment Opportunity.....	4
Policy Prohibiting Harassment, Discrimination and Retaliation.....	5
Lactation Policy.....	17
Violence in the Workplace.....	17
References and Employment Verifications.....	18
Relocation.....	18
Reinstatement.....	18
Rehiring	18
Employment of Relatives	19
Employees Dating.....	20
Remote Work Policy.....	20
EMPLOYEE CONDUCT	21
Business Code of Conduct.....	21
Anti-Bribery Policy.....	22
Confidential and Proprietary Information	28
Unsolicited Ideas.....	29
Communication with the Media and Press Releases.....	29
Document Retention	30
Computing Resource Usage and Security Policy	30
Mandatory Training (ONE LEARNING Platform).....	30
Electronic Communications and Information Systems Policy.....	31
Social Media	32
Employee Outside Freelance Work.....	40
Dress Code.....	40
Solicitation Policy	40
Policy on Drugs and Alcohol in the Workplace	41
COMPENSATION AND BUSINESS HOURS.....	43
Salary and Salary Review	43
Paydays	43
Work Hours and Timekeeping Policy for Non-exempt Employees.....	44
Salary Basis / Safe Harbor Policy	46
Direct Deposit	47
Performance Management Process.....	47
Talent Mobility Policy	48
Working from home (WFH)/Flexible work arrangement.....	49
BENEFITS.....	50

Introduction of Health and Welfare Plans	50
Omnicom Group Retirement Savings Plan.....	50
Omnicom employee stock purchase plan (ESPP).....	52
Other employee benefits	52
TIME OFF POLICIES AND PROCEDURES	55
Holidays.....	55
Vacation Time.....	55
Sick and Personal Time	58
Summer Fridays (June – August).....	61
Life event days.....	61
Community service day.....	61
Early closings.....	62
Blood drive day	63
LEAVES OF ABSENCE AND DISABILITY.....	64
Family and Medical Leaves of Absences (FMLA).....	64
Other Types of Leaves.....	70
Disability Insurance Benefits	73
Salary Continuation- Medical Leave and Parental Leave	74
Flexible Return to Work Policy	76
Personal Leave of Absence	77
Workers Compensation Insurance	79
Legal Compliance	79
TERMINATION OF EMPLOYMENT.....	80
Employee Conduct and Work Rules.....	80
Status of Your Benefits upon Termination.....	83
TRAVEL & ENTERTAINMENT/BUSINESS EXPENSE POLICY	85
Introduction.....	85
Local Travel and Related Expenses.....	86
Out-of-Town Travel and Related Expenses.....	87
Company Vendor Options	93
Business Expenses.....	93
Reimbursement and Authorization Procedures	98
OFFICE SPECIFIC POLICIES	102
Pet Friendly Policy	102
Biking to Work.....	102
Wellness Room (Lactation Room for Nursing Mothers).....	102
1285 HUB - Corrigo	103
Sensitive content on accounts.....	103
Complimentary theater tickets.....	103
Legal advice.....	104
Office appearance & etiquette.....	104
HUB Clear desk policy	104
Participation in vendor or client activities.....	105
New York HERO Act.....	105

FOR YOUR SAFETY 115
Introduction 115
Medical Emergencies..... 115
Fire Emergencies 116
Security Procedures..... 116

NEW YORK ADDENDUM 119

Note: Other than its policy of employment at will, the Company reserves the right to change, rescind, or add to any of the following policies, practices or benefits described in this Handbook at its sole discretion without prior notice.

Last Revised: December 2023

Introduction

Purpose of this Handbook

This Employee Handbook ("Handbook") is designed to provide general information to all Serino Coyne ("Company") US employees about policies and benefits while working at the Company. Where federal, state or local laws offer more protection or benefits to employees, the protection or benefits provided by such laws apply. This book is meant to help you understand how we operate, what is expected of you and what you can expect from the Company. Employees should read, understand, and comply with all provisions of the Handbook. As of the effective date, set forth below, this Handbook replaces any previous manual or handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this Handbook.

We have presented a general overview of policies and benefits in this Handbook. This Handbook does not contain every policy that affects your employment. You are expected to abide by the policies in this Handbook, as well as any other policies that management communicates to you. Failure to do so may result in corrective action, up to and including, termination. If you need more information, please contact the Human Resources Department.

At all times, the Company remains solely responsible for the interpretation of the provisions in this Handbook, and their applications.

Employees located in New York should also review the Handbook Addendum for Employees for their state/district. Where the policies in the addenda and this manual conflict, the Addenda are controlling.

Neither this Handbook nor any policy contained in this Handbook or elsewhere is intended to imply continued employment or otherwise limit in any way the policy of at-will employment. Nor does this Handbook, in describing the Company's policies or procedures, commit the Company to follow any particular procedure in the course of imposing discipline or terminating employment. If there is ever a discrepancy between this Handbook and applicable law, then the law will always govern. Please understand that no individual at the Company - unless their position is granted the authority to do so by corporate resolution - has the authority to enter into any agreement, written or verbal, with you for employment for any specified period or make any promises or commitments contrary to the foregoing. And, to the extent any individual does have such authority, any such promise is only binding if it is contained in a writing signed by both you and that individual.

Please note that no policy contained in this Handbook is intended to limit employees' rights to engage in protected concerted activity. If you have any questions about the Handbook, please contact the Company's Human Resources Manager.

Policy Changes

The Company has complete discretion to modify its policies, rules, and procedures at any time, to the extent allowed by applicable law. This Handbook may not be amended or added to, however, without the express written approval of an officer of the Company. The contents of the Handbook are guidelines only and the Company and the benefits plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit, or plan. Other than the policy of at will employment, the information in this Handbook is subject to change at any time and without notice.

Human Resources

The Human Resources Department is your center of information on any matter that pertains to employment, including benefits-related questions. If you have questions about performance evaluations, paychecks, or any other job-related matters, or if you need clarification of any of the policies and procedures in this Handbook, do not hesitate to ask. Human Resources will also be happy to talk with you if you need career counseling,

Please help us keep your files current. To make changes to your file, such as changing your name, home address, home phone number, emergency contact phone number, etc., please log onto **our HR System Reach/Success Factors**

Employment Policies & Practices

At-Will Status

Unless you have an individual, negotiated agreement signed by an authorized officer of the Company that states otherwise, your employment relationship with the Company is at will. The policy of at-will employment means that employment with the Company is voluntarily entered into, and you are free to resign at will at any time, with or without notice or cause. The policy also means that the Company may terminate your employment at will at any time, with or without notice or cause. At will employment also means that the Company may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work at any time, with or without cause or advance notice.

Employment Categories

Throughout this Handbook you will find mention of several categories of employment. To clarify these for you, in the U.S., the Company staff includes:

- **Exempt Employees** are employees who are exempt from the overtime provisions of the Fair Labor Standards Act (hereafter referred to as "FLSA") and any applicable state overtime laws. The Company intends to maintain the salary basis of all of its salaried exempt employees. Notwithstanding any other provision of this Handbook, the Company's policies, including but not limited to discipline and benefits policies, are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law. Please refer to the Salary Basis / Safe Harbor Policy attached to the Handbook for more information.
- **Non-Exempt Employees** are those whose positions do not meet exemptions tests and are subject to the overtime provisions of the FLSA or any applicable state overtime laws.
- **Regular Full-Time Employees** are those who regularly scheduled to work at least thirty (30) hours a week and have no end date for their employment or the employee's end date is one year or more from the employee's hire date.
- **Regular Part-Time Employees** are those who work at least twenty (20) hours a week, but fewer than thirty (30) a week, and maintain a continuous, regular employment status. Regular, Part-time employees are benefits-eligible when working at least thirty (30) hours a week.
- **Non-Regular Employees** work on special assignments for a defined period of time, either on a full or part-time basis.
- **Interns** are those whose employment is of a training nature for a short, specified period of time.

Equal Employment Opportunity

The Company is an equal opportunity employer and is committed to equal opportunity for all employees and applicants. The Company recruits, hires, trains, promotes, compensates, and administers all personnel actions without regard to race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, alienage, citizenship status, sexual orientation, genetic information, or any other protected class under federal, state, or local laws.

This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment. This policy and the law prohibit employment discrimination against any employee or applicant on the basis of any legally protected status outlined above.

The Company also makes reasonable accommodations for qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the Human Resources Department to request that accommodation. The Company will work with that individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on the Company.

The Company will provide reasonable accommodations for the sincerely-held religious beliefs of employees, upon request, in accordance with applicable law and provided that the accommodation(s) do not cause an undue hardship on the Company's business. Employees who may need such an accommodation should contact Human Resources.

The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because an employee or applicant has inquired about, discussed, or disclosed the compensation of other employees or applicants. This provision shall not apply to instances in which an employee, who has access to the compensation information of other employees or applicants as a part of the employee's essential job functions, discloses the compensation of other employees or applicants to individuals who do not otherwise have access to such information, unless the disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company, or consistent with the Company's legal duty to furnish such information.

All employees must follow this policy. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

The Company is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

If you have questions or feel that you have been discriminated against because of your protected status, have been improperly denied a reasonable accommodation, have experienced retaliation, or have witnessed or been subjected to conduct that is otherwise inconsistent with this policy, then you must follow the reporting procedures outlined in the Policy Against Sexual Harassment and Other Workplace Harassment below.

All reports describing conduct inconsistent with this policy will be investigated promptly and effectively in accordance with the procedure outlined in the Company's Policy Against Sexual Harassment and Other Workplace Harassment below.

Please see the Company's Policy Prohibiting Harassment, Discrimination and Retaliation for information about the Company's policy regarding investigation and resolution of complaints.

Contact the Human Resources Department if you have any questions.

Policy Prohibiting Harassment, Discrimination and Retaliation

Purpose

The Company expects every employee to show respect for all of our colleagues, clients, employees, and vendors. Professional conduct furthers the Company's mission, promotes productivity, minimizes disputes, and enhances our reputation.

Accordingly, this policy forbids any discrimination against employees, applicants, interns, or any other covered persons because of age, ancestry, ethnicity, color, religious creed (including religious dress and grooming practices), disability (mental and physical) including HIV and AIDS, marital status, partnership status, medical condition (cancer and genetic characteristics), genetic information, citizenship military and veteran status (including past, current, or prospective service in the uniformed services), national origin, race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), sexual and reproductive health decisions, gender (including gender nonconformity and status as a transgender or transsexual individual, gender identity, and gender expression, sexual orientation, familial status, caregiver status, criminal history,

domestic violence victim status, and any other characteristic protected under applicable federal, state, or city law (collectively, "Protected Characteristics").

Unlawful discrimination and harassment is prohibited by all employees, including coworkers, supervisors and managers, as well as third parties with whom the employee comes into contact. The Company is thus committed to providing a work environment that is free of unlawful discrimination, including harassment that is based on any legally protected status. The Company will not tolerate any form of harassment that violates this policy.

Coverage

This policy and the law forbid any employee, manager, supervisor, officer, director, client, vendor, independent contractors, agents or any other third party that an employee encounters in connection with Company business, to harass, discriminate, or retaliate against any Company employee, applicant, contractor, intern, or volunteer, on the basis of any legally protected status or activity. This policy also prohibits offensive conduct that does not rise to a violation of law, as explained below.

Prohibited Conduct

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, threatening, intimidating or hostile acts, and the circulation or posting of written or graphic materials that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, national origin, ancestry, gender, sexual orientation, gender identity and/or expression, age, veteran status, disability or any other protected characteristic and that is placed on walls, bulletin boards, the internet, websites, blogs, etc. or elsewhere on the employer's premises, or circulated in the workplace. The intent of someone's behavior is not a defense to violating this policy. The impact of the behavior is what counts.

The Company prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment. Any violation of the Company's harassment policy must be reported immediately to the Chief Financial Officer and/or Human Resources Manager.

All situations will be promptly investigated and treated confidentially to the extent practicable under the circumstances. The Company prohibits any form of retaliation against an employee for filing a good-faith complaint under this policy or for assisting in a complaint investigation. If the result of the investigation indicates that corrective action is called for, such action may include disciplinary measures up to and including termination of the employment of the offender.

The Company is committed to creating a work environment free from unlawful discrimination, harassment and retaliation, and we are committed to taking all reasonable steps to prevent and promptly correct discriminatory and harassing conduct.

Sexual Harassment and Protected Class Harassment

The Company is committed to maintaining an environment that is built on mutual respect and is free from discrimination and harassment. In keeping with this goal, the Company will not tolerate sexual harassment or protected class harassment or discrimination of any kind of its employees by anyone, including, but not limited to any supervisor, manager, co-worker, volunteer, as well as third parties with whom employees come into contact in connection with their employment (including vendors, visitors, clients or customers). Likewise, the Company strictly prohibits any employee from engaging in sexual harassment or protected class harassment or discrimination against an applicant for employment, intern (whether paid or unpaid), independent contractor, subcontractor, vendor, consultant, temporary worker, gig worker or any other individual conducting business with or providing services to the Company (collectively referred to as "third parties"). This policy applies regardless of an individual's immigration status. Additionally, this policy applies not only while an individual is on Company premises, but also in any setting related to the individual's employment and/or engagement with the Company including but not limited to events, travel outside the office, communications on personal devices, text or social media, or when working remotely including in virtual meetings or calls.

To achieve our goal of providing an environment free from sexual and protected class harassment and discrimination, we have included in this policy definitions and examples of conduct that will not be tolerated and have provided a procedure by which employees who believe they have encountered harassment or discrimination can formally complain.

Sexual Harassment

The Company specifically prohibits workplace sexual harassment, which it considers a form of employee misconduct. Workplace or work-related sexual harassment, which constitutes sex-based or gender-based discrimination, is illegal under federal, state and local laws, and will not be tolerated by the Company. The prohibition against sexual harassment applies equally to all individuals regardless of their sex or gender identity. Sexual harassment includes harassment where the harasser and the victim are of the same or different sexes or gender identities. Sexual harassment also includes harassment on the basis of sexual orientation, self-identified or perceived sex, gender expression, gender identity and transgender status.

Understanding and respecting gender diversity is essential to an inclusive workplace and preventing sexual harassment. The gender spectrum is nuanced, but the three most common ways people may identify are: (1) cisgender (gender aligns with their sex assigned at birth, which generally aligns with the binary of male or female), (2) transgender (gender is different than the sex they were assigned at birth), and (3) non-

binary (the person does not identify exclusively as man or woman; might identify as both, in between, or outside the gender binary).

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature when:

1. Submission to such conduct becomes an implicit or explicit term or condition of an individual's employment or a third party's engagement
2. Submission to or rejection of the conduct is used as the basis for any employment decision affecting an individual's employment (such as favorable reviews, salary increases, promotions, increased benefits or continued employment), or
3. The 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 complaining individual is not the intended target of the sexual harassment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

Although it is not possible to list all examples of conduct that constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances:

- Offensive sex-oriented verbal kidding, teasing or jokes, use of sexual epithets, vulgar or offensive conversations, or gossip regarding one's sex life, deficiencies, or prowess, or that of another
- Unwelcome unwanted sexual flirtations, advances or propositions – whether they involve physical touching or not,
- Verbal abuse of a sexual nature,
- Graphic or degrading comments about an individual's appearance or sexual activity,
- Offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons, screensavers, calendars or posters, etc.
- Unwelcome pressure for sexual activity,
- Offensively suggestive or obscene letters, notes or invitations,
- Offensive physical contact such as patting, grabbing, pinching, kissing, hugging, or intentional brushing against another's body,

- Sexual favoritism,
- Requests for sexual favors in exchange for actual or promised job benefits, such as a favorable review, salary increase, promotion, etc.,
- Sending email or voicemail messages containing sexual content or references,
- Making obscene gestures,
- Inquiries into one's sexual experiences or discussion of one's sexual activities,
- Sex or gender-based stereotyping, i.e., judging a person's conduct or personality traits because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look, including but not limited to: remarks regarding an individual's gender expression; or asking individuals to take on traditionally gendered roles,
- Other conduct directed toward a person because of their gender, gender identity, gender expression, or sexual orientation, including but not limited to intentional misuse of an individual's preferred pronouns or creating different expectations for individuals based on their perceived identities, and
- Other verbal or physical conduct of a sexual nature.

Protected Class Harassment

Harassment on the basis of any Protected Characteristic is also strictly prohibited. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their Protected Characteristics, and that:

1. Has the purpose or effect of creating an intimidating, hostile or offensive environment;
2. Has the purpose or effect of unreasonably interfering with an individual's performance; or
3. Otherwise adversely affects an individual's employment or other economic opportunities.

Although it is not possible to list all examples of conduct that constitute protected class harassment, the following are some examples of conduct which, if unwelcome, may constitute harassment depending upon the totality of the circumstances:

- Use of derogatory words, phrases, epithets, jokes, slurs or negative stereotyping
- Committing threatening, intimidating or hostile acts towards an individual or group based on a protected class trait

- Sending e-mail or voicemail messages containing derogatory statements regarding a particular ethnic group, race, religion or other legally protected status
- Demonstrations of a racial or ethnic nature such as use of gestures, pictures or drawings which would offend a particular protected individual or group
- Comments about an individual's skin color or other racial/ethnic characteristics
- Making disparaging remarks about an individual's gender that are not sexual in nature
- Negative comments about an individual's religious beliefs (or lack of religious beliefs)
- Expressing negative stereotypes regarding an individual's birthplace or ancestry
- Negative comments regarding an individual's age
- Derogatory or intimidating references to an individual's mental or physical impairment

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

Employee Responsibility

Everyone at the Company can help assure that our workplace is free from prohibited discrimination or harassment.

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment or discrimination; no employees, not even the highest ranking individuals in the Company, are exempt from the requirements of this policy.

Complaint and Reporting Procedure

The Company requires the reporting of all incidents of alleged discrimination, harassment, retaliation, or other conduct inconsistent with this policy must be reported immediately, regardless of the offender's identity or position. Individuals who believe that they have experienced or witnessed conduct that they believe is contrary to this policy must report such issues to the Chief Financial Officer and/or Human Resources Manager. These are the individuals authorized by this policy to receive and act upon complaints of discrimination, harassment, and retaliation on behalf of the Company.

Complaints on behalf of oneself or another may be made verbally or in writing (including via email). Complaints may be made using the Complaint Form enclosed with this policy.

The Company will protect the confidentiality of discrimination, harassment, and/or retaliation complaints to the extent possible.

Employees must be aware that gossip, hearsay, rumors and similar sources are difficult, if not impossible, to investigate. The more specific and detailed a complaint is, the better able the Company is to investigate it and take corrective action.

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of harassment or discrimination. The Company requires the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Company will make every effort to stop alleged harassment or discrimination but can only do so with the cooperation of its personnel.

Any manager or supervisor who receives a complaint or information about suspected discrimination, or unlawful harassment, or observes, becomes aware of, or receives information about conduct that might violate this policy must report it immediately to the Company's Chief Financial Officer and/or Human Resources Manager, so the Company can try to resolve the claim internally.

This policy does **not** require reporting discrimination, harassment, or retaliation directly to an employee's immediate supervisor or to any individual who engages in the harassment, discrimination, or retaliation. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that their behavior is unwelcome and requesting that it stop. The Company encourages but does not require individuals who believe they are being harassed to promptly notify the offender that their behavior is unwelcome.

Bystander Intervention

In the event someone witnesses harassing behavior that violates this policy, in addition to utilizing the above internal complaint procedure, depending on the circumstances and their comfort level they may use the following bystander intervention methods:

- Interrupt the harassment by engaging with the victim and distracting them from the behavior;
- Ask another party present to help intervene;
- Confront the wrongdoer and state the behavior is inappropriate; and/or
- Check in with the victim after the incident to see how they are feeling and let them know how to report the behavior by utilizing the Company's internal complaint procedures.

Company Response and Investigation

All reports describing conduct that is inconsistent with this policy will be investigated promptly in a fair, timely and thorough manner that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.

The investigation may involve a review of the allegations, as well as the collection of relevant records and the implementation of interim measures, as necessary. It may also include interviews with parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy) or to otherwise respond to a report under this policy. The Company may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. The Company will take further appropriate action once the report has been investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Company might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Company cannot conclude whether or not a violation occurred.

Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with an adequate investigation and appropriate corrective action, however, absolute confidentiality may not be possible.

The Company's complaint and investigation process strives to provide timely responses, conduct impartial and timely investigations by qualified personnel, document and track investigations for reasonable progress, engage in appropriate options for remedial actions and resolutions, and provide for timely closures.

When the Company has completed its investigation, to the extent appropriate, it will inform the person(s) filing the complaint and the person(s) alleged to have committed the conduct of the results of the investigation.

Corrective Action

Any conduct that violates this policy – including engaging in harassment or discrimination and, with respect to managers and supervisors, failing to report and/or allowing any such conduct to continue – will subject the individual engaging in such misconduct to corrective action.

If an investigation reveals a violation of this policy or other inappropriate conduct has occurred, then Company will take appropriate prompt corrective/remedial action to eliminate the offending conduct.

Corrective action may include, for example, mandatory training, referral to counseling, monitoring of the offender and/or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination of employment, as the Company believes appropriate under the circumstances, . Please be aware that sexual and/or other unlawful harassment and discrimination is considered a form of employee misconduct and sanctions will be enforced against individuals engaging in sexual and/or

other unlawful harassment. If the person who engaged in harassment or discrimination is not employed by the Company, then the Company will take whatever corrective action is reasonable and appropriate under the circumstances.

Policy Against Retaliation

Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a harassment or discrimination claim and is prohibited by federal, state, and local law. The Company prohibits any form of retaliation against any employee, former employee, applicant, or other third party who opposes unlawful discrimination or harassment, makes a complaint or for reporting harassment, discrimination, or retaliation, for assisting another employee or applicant in making a report, for cooperating in an investigation into such alleged conduct, or for filing an administrative claim with the EEOC or a state governmental agency or court. Federal, state and local laws protect any individual who has engaged in "protected activity." Protected activity occurs when a person has: made a complaint of harassment or discrimination, either internally or with any government agency; participated in an investigation of a harassment or discrimination complaint; testified or assisted in a proceeding involving harassment or discrimination under applicable law; opposed unlawful harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment or discrimination; reported that another employee has been harassed or discriminated against; or encouraged a fellow employee to report harassment or discrimination. Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, this retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.

Examples of retaliation may include, but are not limited to:

- Implementing an unwarranted demotion or termination that is not based on a legitimate business and non-retaliatory reason;
- Issuing an unwarranted performance improvement plan or negative evaluation;
- Directing social isolation;
- Publicly releasing personnel files; or
- Undermining an individual's immigration status.

Retaliation against any employee for reporting discrimination or harassment supporting another's complaint, or for participating in an investigation of a claim of discrimination or harassment is a serious violation of this policy and will result in the violator being subject to disciplinary action, up to and including termination of employment. Further, retaliating against third parties who have complained about harassment or discrimination or cooperated in an investigation of a harassment or discrimination complaint is strictly prohibited under this policy. All employees and third parties who experience or witness

any conduct they believe to be retaliatory are to immediately follow the reporting procedures stated above.

Acceptance of Policy

All individuals have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy. If you have any questions concerning this policy, then please contact the Company's Chief Financial Officer and/or Human Resources Manager.

State Protections

Employees in New York should refer to their applicable state addendum for further information regarding the Company's anti-harassment policies and applicable protections under their state laws.

Complaint Form

If you believe that you have been subjected to sexual harassment or other unlawful harassment, you are encouraged to complete this form and submit it to Human Resources.

Once you submit this form, the Company will investigate any claims pursuant to its **Policy Prohibiting Harassment, Discrimination and Retaliation**. If you are more comfortable reporting verbally or in another manner, the Company will also investigate any claims pursuant to the policy above. You will not be retaliated against for filing a complaint.

COMPLAINANT / YOUR INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In Person

SUPERVISOR

INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION AND DETAILS

1. Your complaint of sexual and/or other harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

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

3. Date(s) sexual harassment and/or other unlawful harassment occurred:

Is the sexual harassment and/or other unlawful harassment continuing?

Yes No

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

The last question is optional, but may help our investigation.

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

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

Signature: _____ Date: _____

Lactation Policy

Lactating employees will be provided reasonable break time each day to express breast milk for their nursing child. The Company will also provide lactating employees with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The Company prohibits discrimination against any employee for exercising their rights under this policy.

Employees who have questions regarding this policy should contact the Human Resources Department.

Violence in the Workplace

The Company will not tolerate threats, threatening behavior or acts of violence by or against its employees. Similarly, no employee may possess a weapon on Company property or while on Company business, or at Company-related events or activities.

Consistent with this policy, the Company prohibits all employees, contractors, and agents from making or implying threats of physical violence, engaging in threatening behavior or engaging in violent acts on Company premises or while on Company business or at Company-related events or activities.

In order to achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the Company's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility. Employees are required to notify their manager and the Human Resources Department of any threats that they have witnessed, received, or been told that another person has witnessed or received. Any manager who is advised of a threat or threatening behavior must also contact the Human Resources Department.

If you have requested or obtained a restraining order to prevent another individual from contacting or bothering you, please immediately inform your manager and the Human Resources Department.

A threat or threatening behavior may consist of words or actions that create a perception that there may be intent to harm persons or property, or actions or words that actually bring about harm.

- A threat can be explicit or implied.
- A threat can be the result of verbal, written, or nonverbal actions.
- Statements made in the guise of a joke may be considered threatening in some circumstances.

In appropriate circumstances, an employee against whom a complaint is made may be suspended pending the outcome of an investigation. Any employee found to have engaged in threatening behavior is subject to disciplinary action, up to and including termination. An employee who fails to cooperate in an investigation is subject to disciplinary action, up to and including termination.

All investigations will be handled in as discreet and confidential a fashion as possible.

References and Employment Verifications

The Company seeks to protect the privacy of all active, former and prospective employees. All information in your personnel file is confidential. Therefore, anyone asking for references or employment verification regarding a current or former employee should refer that inquiry to the Human Resources department or appropriate designee. No other employee may offer employment verifications. It is the Company's policy to confirm only dates of employment and last position held.

Reference checks on a prospective employee are coordinated by the Human Resources Department and all information gathered in these checks is retained by Human Resources according to the privacy policy.

In addition to protecting privacy, observing these guidelines will protect the Company and you from legal actions that may result from answering such inquiries. The Company may also release information regarding your employment as required by law. The Company does not provide personal references.

Relocation

At this time, the Company does not offer relocation assistance.

Reinstatement

If you leave the Company and are rehired within a six (6) month period, you will be considered reinstated rather than rehired. The break in service will be considered a personal leave without pay and your original date of employment will apply for credit towards vacation, severance and paid leave benefits, less whatever vacation, severance and paid leave have previously been paid to you.

The effect on the Omnicom Group Retirement Savings Plan, ESSP Plan and the Health and Welfare Plan, however, will be subject to the terms of those Plans.

Rehiring

If you are rehired by the Company after an absence of over six (6) months, you will be entitled to a prior service credit equal to your previous full years of service (for instance,

seven (7) years and seven (7) months of previous service will count as seven (7) years). This service credit is designed solely to help you regain your prior vacation benefits. It will NOT count toward severance pay or any employee benefit, policy or procedure that is based on continuous service, other than as required by law. With respect to the Omnicom Group Retirement Savings Plan, service credit from any other Omnicom company is subject to the terms of the Plan.

To be eligible for the prior service credit, you must meet the following criteria:

- You may only be rehired and credited for past service once. If you leave the company again and subsequently return, you will lose any credit from past service and will begin your employment with your most recent hire date for all purposes (e.g. vacation accrual, severance).
- You must be rehired within five (5) years of the date you left. However, if your previous service with the Company exceeded five (5) years, you must be rehired within that number of years. For example, if you have seven (7) years of previous service, you must be rehired within (but no later than) seven (7) years from your original departure date.

Employment of Relatives

If appropriate, the Company may employ a relative of an employee, provided that the individual meets the qualifications required for the position and is determined by appropriate management representatives to be the best candidate for the job. An employee may not work under the direct or indirect supervision of a relative, or hold a position which has authority over a relative's hiring, promotion, salary administration, termination, or other employment or personnel considerations.

For the purpose of this policy, the term "relative" is defined as follows:

- Spouse or life partner
- Son or daughter (natural, adopted, step- or foster, life partner)
- Father or mother (natural, step- or foster, life partner)
- Sibling (natural, step- or foster, life partner)
- Grandparents (natural, step- or foster, life partner)
- Uncle or aunt
- Nephew or niece
- Cousin

If one employee marries another employee, both may retain their positions provided that one is not supervised by the other and neither holds a position which has authority/influence over the other's employment, promotion, salary administration, or other management or personnel considerations, where one of the individuals is in a position in a Human Resource capacity, which has responsibility relating to the employment of the other individual, or where the individuals involved are situated in the organizational structure such that a natural line of progression will result in a direct managerial relationship.

If the marriage or romantic relationship of two employees results in a violation of this policy, an attempt may be made to transfer one of them to another department or area, provided a position is available and the individual to be transferred is qualified for the position. If no such position is available, then one of the employees will be required to leave the Company. The decision as to who shall leave will typically be made by the spouse-employees, subject to the approval and discretion of the Company.

If any of these above situations exist, then both employees (or at a minimum the higher-ranked employee) must bring the relationship to the attention of Human Resources immediately.

The Company also reserves the right to refuse to hire persons whose employment by the Company could, in the sole judgment of the Company, create an appearance of impropriety or conflict of interest.

Employees Dating

Any employees in a romantic or sexual relationship (e.g. dating, engaged, etc.) will be considered "relatives" for purposes of the Employment of Relatives policy, including if such employees start such relationship after they start working for the Company.

Remote Work Policy

Unless an individual exception by Network management has been granted, the Company requires that employees work in the office that has been assigned to them a minimum of **3 days per week**. Excused absences (e.g., short-term disability, vacation, sick time) and approved work at a different location (e.g., client office) will be considered in compliance with this policy. In addition, formal requests for medical accommodation to work remotely need to be submitted to Human Resources for Practice Area approval.

Employees who do not comply with this policy will be subject to discipline, up to and including termination of employment. Employees terminated pursuant to this policy will not be eligible to receive severance pay.

Employee Conduct

Business Code of Conduct

As part of the Omnicom Group family, our employees are required to follow the Omnicom Group Code of Conduct, found at www.omnicomgroup.com/culture/ethics-policies, under the Corporate Governance link. In addition, employees are encouraged to report any suspected violation of Omnicom policy (including violations of accounting or auditing policies) or laws governing our business by Omnicom employees.

If you have any doubts about whether an employee is adhering to these principles, you should feel free to discuss the matter with your supervisor, the financial manager for your unit, or Omnicom's General Counsel's office. If you feel uncomfortable doing that, or just want to remain anonymous, you can use one of the methods we have established to discuss suspected violations:

Call: **1-800-306-7508** (if calling from inside the United States) or
+1-212-415-3364 (if calling from outside the United States); or

Email: legal@omnicomgroup.com

Mail to: Omnicom Group Inc.,
Attention: General Counsel
280 Park Avenue,
New York, New York 10017

Employees will not be disciplined or suffer retaliation for reporting suspected violations honestly and in good faith. You will not be required to identify yourself if you prefer not to. All reports will be confidential except as necessary to conduct investigations.

Impropriety

Employees may not take advantage of their position with the Company to gain personal benefits from suppliers or competitors, or to unfairly help a supplier obtain business from the Company or its clients. Every employee must avoid situations that could make it appear that they have used their position for personal benefit. In cases where an appearance of impropriety might arise, the employee must first disclose all the facts to Company management for review and approval.

The following is our Company procedure related to trips paid for by vendors or clients. The Company policy is to not permit such trips unless the trip is for bona fide business purposes (i.e., a significant portion of the trip must be devoted to bona fide business meetings and discussions) and the trip is pre-approved. The presence of a key client or senior management of the vendor may help establish a bona fide business purpose for the trip. A key client is defined as someone in a position to influence a significant marketing/media decision.

Specifically, all employees must complete a pre-trip authorization form indicating client/vendor personnel and business purpose. All meeting agendas must be attached. This must be approved by the employee's Department Head and Chief Financial Officer prior to the trip.

Any travel not adhering to the above procedures will be disallowed.

The Company CEO or CFO must approve any exceptions to this policy.

Anti-Bribery Policy

Policy Statement

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting ethically, fairly and with integrity in all business transactions and relationships.

We will uphold all laws to prevent bribery and corruption in each jurisdiction in which we operate, including the US Foreign Corrupt Practices Act and, where applicable, the UK Bribery Act 2010 and other laws prohibiting bribery and government corruption.

The purpose of this policy is to:

1. Set out agency responsibilities, and the responsibilities of those working for the agency, in observing and upholding our position on bribery and corruption; and
2. Provide information and guidance to those working for us on how to recognize and deal with bribery and corruption issues.

Bribery and corruption may be punishable to both the agency and the individuals involved by fine and imprisonment. If the agency was found to have taken part in corruption, the agency could face fines and restrictions on business transactions and damage to our reputation. The agency takes its legal responsibilities very seriously.

In this policy, third party means any individual or organization you come into contact with during the course of business for the agency, including but not limited to the following:

1. Clients;
2. Prospective clients;
3. Suppliers/vendors;
4. Distributors;
5. Business contacts;

6. Agents;
7. Consultants;
8. Government bodies; and
9. Officials.

We realize that our local offices/companies may have policies that differ from this policy. In the event your local office/company policy contains a provision which is STRICTER than the rules in this policy, then your local policy will take precedence over this policy (solely to the extent of the stricter provision, and not the policy as a whole).

Who is covered by the Policy

This policy applies to all individuals working for the agency, including:

1. executives,
2. management,
3. officers,
4. directors,
5. regular employees,
6. temporary employees,
7. agents,
8. consultants,
9. trainees, and
10. interns/volunteers.

This policy also governs our subsidiaries and the individuals working for those subsidiaries.

What is Bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain a commercial, contractual, regulatory or other business advantage. A business advantage may have been obtained when two parties are not negotiating or doing business at an arm's length. One party is influenced due to bribery to offer better terms or award the contract to a certain party because of the personal benefits of the bribe or potential personal advantage. Common examples of bribery or obtaining or providing a business advantage as a result of bribery are exemplified below:

1. Awarding of contracts on conditions that are not the most favorable to the agency;
2. Ensuring a proposal will be evaluated when the terms are not favorable;
3. Giving a third party details of the other proposals received or influencing the decision maker towards the briber's proposal, even though it is not the most beneficial to the agency;
4. Ensuring that another party is not included in a business proposal;
5. Illegal kickbacks or secret commissions;
6. Over-billing schemes; and
7. Preferential tax or customs duty treatment.

Gifts and Hospitality

The provision and receipt of gifts and hospitality is an acceptable business practice if done fairly and ethically. Gifts and hospitality if done unethically can be construed as bribery. This policy does not prohibit normal and appropriate gifts and hospitality provided to or received from third parties. Providing and accepting a gift or hospitality can be done if the following requirements are met:

1. It is made without the intention of (1) influencing a third party to obtain or retain business or a business advantage, or (2) rewarding the provision or retention of business or a business advantage;
2. It is not made in exchange for favors or benefits;
3. It is in compliance with local law;
4. It is given in the agency name, not in your name;
5. It does not include cash;
6. It is appropriate, not excessive, given the circumstances; and
7. It is given openly, not secretly.

The intention behind the gift or hospitality should always be considered. Reasonable and proportionate hospitality that seeks to improve our image, better present our services, or establish cordial relations with third parties is acceptable. By contrast, if a gift or hospitality is given to influence a business decision or the recipient is given the impression that they are under an obligation to confer a business advantage that is not acceptable. The more lavish the hospitality or gift, the greater the inference that it is intended to influence a business decision. Timing is also important. So where, for example, a client is about to award a contract, we should be even more careful of giving gifts than normal.

Improper payments prohibited by this policy should not be confused with reasonable, bona fide and limited expenditures for gifts, business entertainment or travel and other legitimate activities directly related to the conduct of the Company's business. What is considered to be a "reasonable" versus "excessive" payment will always depend on the facts and circumstances involved.

What is not acceptable?

It is not acceptable for you (or someone on your behalf) to:

1. Give, promise to give, or offer a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
2. Accept a payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
3. Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the agency in return or as a reward for a business advantage already provided;
4. Threaten or retaliate against another worker who refused to commit a bribery offence or who has raised concerns under this policy; or
5. Engage in any activity that might lead to a breach of this policy.

Examples of "red flags" that may indicate bribery or corruption are set out in the Schedule to this policy.

Facilitation Payments

Facilitation payments are typically small, unofficial payments (including gifts and hospitality) made to secure or expedite a routine government action by a government official. They are commonly made in certain jurisdictions as a routine part of business. Facilitation payments are acceptable under some anti-bribery laws and unacceptable under others. Therefore, before any such payments are made, the written approval of your CEO or CFO is required.

If you are asked to make a facilitation payment on the agency's behalf, in addition to seeking approval as described above, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. If approved, you should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with your CEO or CFO.

Donations

The agency can make contributions to political parties but these contributions are never made in an attempt to influence any decision or gain a business advantage and are always disclosed. The agency can make charitable donations that are legal and ethical under local laws and practices. No donations must be offered or made without the prior approval of agency management.

Your Responsibilities

You must ensure that you read, understand and comply with this policy and the Omnicom Code of Business Conduct.

The prevention, detection, and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify agency management or the Internal Controls Hotline if you believe or suspect that a conflict with this policy has occurred (see the section below titled 'How to raise a concern' for further details). Any employee who breaches this policy will face disciplinary action, which could result in dismissal for breach of policy, serious misconduct or another applicable cause. We reserve our right to terminate our contractual relationship with any other person or organization covered or affected by this policy if they or their personnel breach this policy.

Record-keeping

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties. You must keep a written record of all business transactions, including all gifts and hospitality given, accepted or offered in connection with your work. All records are subject to managerial review. You must declare gifts and hospitality that you give, offer or accept in accordance with your agency's policies and procedures.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the expenses policy that applies to your agency and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness.

No accounts must be kept "off the books" to facilitate or conceal improper payments.

How to Raise a Concern

You are encouraged to raise concerns about any issue with or suspicion of bribery or corruption at the earliest possible stage. If you have concerns, or are unsure whether a particular act constitutes bribery or corruption or have any other related queries,

these should be raised with agency management or the Internal Control Hotline. The Internal Control Line is detailed directly below:

Internal Control Line:

Call: **1-800-306-7508** (if calling from inside the United States) or
+1-212-415-3364 (if calling from outside the United States); or

Email: **legal@omnicomgroup.com**

Mail to: Omnicom Group Inc.,
Attention: General Counsel
280 Park Avenue,
New York, New York 10017

What to do if you are a Victim of Bribery or Corruption

It is important that you tell agency management as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

Protection

Individuals who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. The agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Training and Communication

Omnicom offers general training on Bribery and Corruption. This training is online and example based and is available to all agency employees. If you have not completed this training, please ask your manager for the training or send an email to Anti-Bribery@omnicomgroup.com. This email address will allow you to discuss any bribery related concerns you have with Omnicom's Internal Controls Department. The Internal Controls Department is responsible for the anti-bribery framework and training for all Omnicom agencies and is your resident expert for all bribery and corruption related questions. In addition to the Internal Controls Department, you could also review the Anti-Bribery web pages on OmnicomLink (at www.OmnicomLink.com). The Anti-Bribery web pages contain useful information on the most prevalent Anti-Bribery legislation that your agency may be subject to as well as best practices, bribery presentations, example local policies, etc. If are not registered with OmnicomLink, you will need to register at www.omnicomlink.com.

Who is Responsible for the Policy?

Every employee and individual acting on behalf of the agency is responsible for compliance with this policy. The Company's Chief Executive Officer (CEO) is responsible for the administration of this policy. If you have any questions on this

policy you should raise them with the CEO. If you do not feel comfortable raising your questions to those individuals please feel free to contact the Internal Control Line.

Monitoring and Review

As with any policy, it should be subject to monitoring and review to ensure that as business transactions and the business landscape changes the policy remains effective. The Chief Executive Officer (CEO) is responsible for ensuring that the policy is monitored and reviewed on a periodic basis and the agency is protected from bribery and corruption. In addition, we may update this policy at any time.

Confidential and Proprietary Information

Employees are expected to maintain any information they receive that is of a nonpublic, or confidential character, in the strictest of confidence, and may not disclose such information to any unauthorized person, or misuse any confidential information concerning the Company, its parent Company, affiliates, or any of their clients. The obligation to maintain the confidentiality of Company matters is a condition of employment, and the responsibility for not disclosing confidential information received during the course of employment continues even after employment with the Company ceases.

You may not disclose to third parties any information relating to the internal policies and practices of the Company or its business dealings with clients. Information relating to clients' business is confidential and may not be disclosed to third parties either during employment, or following departure from the Company.

Examples of confidential information include, but are not limited to, the following:

- Compensation received from Company clients
- Service development plans
- Buying rates
- Financial information
- Marketing strategies
- Pending projects and proposals
- Research and development strategies
- Information on internal systems, diagrams, data analysis methods, proprietary systems, etc.

- Any other non-public information that might be of use to competitors or harmful to the Company or its clients if disclosed

You are also responsible for the internal security of such information. Put away all materials when you are not at your desk. It is also important to respect the confidentiality of Human Resources information, such as salaries, promotions or the evaluations of other employees.

Please remember that keeping the Company's confidential and proprietary information secure is a condition of your employment with the Company and all employees are required to sign an agreement prohibiting the disclosure of such information to others. Violation of this policy is a serious matter and may lead to disciplinary action, up to and including termination. It may also result in legal action against you by the Company. If legal action is necessary, the Company may seek monetary damages from you and anyone acting in concert with you attributable to any wrongful actions; an injunction against you and all those acting in concert with you; and all other relief the Company deems appropriate.

Please note that this policy should not be interpreted to prohibit you from reporting violations of law or regulations to any appropriate government agency or otherwise limits your rights under any applicable whistleblower statute or regulation.

Finally, nothing in this policy or any other policy in this Handbook (including but not limited to the Social Media Policy) prevents you from engaging in protected concerted activity under Section 7 of the National Labor Relations Act ("NLRA") or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, discussing compensation and other terms and conditions of employment, filing a charge, participating or cooperating with any investigation or proceeding before the National Labor Relations Board or participating in other activity for mutual aid or protection, or refuse to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted in confidence as part of an employee's job duties.

Unsolicited Ideas

People who work for communications agencies occasionally receive unsolicited ideas for advertising campaigns, slogans, new products, and so on. Ideas may come from friends or total strangers. The Company has a policy not to consider or review unsolicited ideas from third parties. If you receive an unsolicited idea from a third party, please notify your department head immediately.

Communication with the Media and Press Releases

Because of the highly sensitive and confidential information we hold, it is our policy that only those authorized by the Company (i.e., CEO, President, VP of Brand Integration) speak to the press on behalf of the Company regarding any matters. Please be sure to speak to your Managing Director, or equivalent, regarding any contacts you receive

from the press. All articles, interviews, speeches, public appearances and answers to queries regarding the Company's position on any matter should be cleared in advance. No employee may address any media subject if there is any way that such communication could imply they are speaking on behalf of the Company. Any such communication may only be sent with prior clearance. All contacts with the press of this type should be coordinated with the Public Relations Department.

Document Retention

It is every employee's responsibility to properly maintain corporate records in accordance with the Omnicom Group Records Management Policy. The policy and accompanying records schedules are located at OmnicomLink.

The Records Management Policy is designed to ensure that Records (as defined by the Policy) are created, managed, and disposed of in accordance with applicable state and federal legal and regulatory record-keeping requirements and the Company's business needs and the Company satisfies its legal duty to retain and preserve materials that might be requested in a pending or anticipated legal proceeding, audit or investigation. Creating, managing, and disposing of Records in accordance with this Policy will make relevant information more readily accessible for legitimate business use, avoid the unnecessary retention of duplicate Records and reduce expenses by eliminating the storage of unnecessary and outdated Records.

Computing Resource Usage and Security Policy

The Company provides computing resources to its employees at a considerable expense to the business. To maintain a consistent professional look, you may not wrap your device with any labels, sticker, or other accessories. As an employee, you must read, understand, and comply with the User Information Security Manual or such similar policies or manual as the Company may issue from time to time.

Mandatory Training (ONE LEARNING Platform)

All Company employees are required to complete employee training, modules of which are instituted on a continual basis. These include, but are not limited to:

- Ethics and Code of Conduct
- DE&I Training
- Workplace Harassment for Employees
- Omnicom Paige training
- Omnicom Security Services
- Information Security Awareness

All training modules are completed electronically and on regular bases through the ONE LEARNING Training Platform. An email notification will be sent when a new module has been added to your employee dashboard.

Mandatory training must be completed no later than 2 (two) weeks after it is posted on employee dashboard. After completing each module, please ensure that you receive a confirmation email, and that the dashboard indicates that the program status is "completed".

Electronic Communications and Information Systems Policy

The Company provides certain employees with computer and electronic equipment, including but not limited to telephones, laptop and/or desktop computers, mobile phones and other portable electronic devices, and access to internal and external networks, systems and servers, including the Internet (collectively, the "Technology Resources"), so that employees may communicate more efficiently, serve clients, and accomplish the Company's business goals.

Use of the Technology Resources is subject to the following general conditions:

- Your use of the Technology Resources should be for Company's purposes only, although a small amount of personal use is permitted so long as it does not interfere with your job responsibilities or otherwise violate any of the Company's policies.
- **You should have no expectation of privacy in any information that you enter, store, or communicate using the Technology Resources. The Company has the right to monitor all information stored on, or on-line communications sent or received from, the Technology Resources. This includes monitoring at any and all times and by lawful means of all telephone conversations or transmissions, electronic mail or transmissions (including personal email, such as gmail), text messages, instant messenger chats, phone calls, blog postings and use of social media sites, internet access or usage by an employee of any Company electronic device or system (including, but not limited to, the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems), so long as you use the Company's hardware (including Company-purchased computers, cell phones, and other electronic devices), servers or networks (including data or voice communication services paid for by the Company).**
- **All information stored on the Technology Resources belongs to the Company.**

The Company specifically prohibits using the Technology Resources for any illegal purpose, whether in the course of business or otherwise, for example (but not limited to):

- Gaining unauthorized access to or intentionally damaging other computer systems or networks or the information contained within them.
- Committing theft, fraud or other criminal acts of any kind.

- Distributing or obtaining illegally copied software, graphics, sounds, text or other material.
- Sending or posting harassing or threatening messages or pornographic or patently indecent content.

The Company will cooperate with law enforcement authorities to prosecute offenders. You must report any suspected, accidental, or intentional illegal action.

To protect the Company from infringement actions, you may not download or save any material from any on-line source, however retrieved, unless (a) you have taken measures to verify source reliability, and (b) the material is legally permitted to be downloaded without violation of copyright or trademark.

Downloading data, information, images, and the like from an outside source increases the risks to our computers of viruses and other damaging agents. You should not retrieve material from outside sources, particularly from sources not known to you, unless you have a good business reason to do so. Any material downloaded from an outside source should be checked immediately for viruses and other damaging elements.

All software must be used in accordance with applicable license agreement(s).

No employee shall give Company software to any outsiders. No employee shall install any software on Company computers except the software provided by the Company for installation. No employee shall establish a password or encryption protection on a Company computer without authorization from the Company or without providing such password or the key to such encryption to the Company.

Employees may not download or use Peer-to-Peer (P2P) software or networks (such as Gnutella, LimeWire, Kazaa, BitTorrent, Bug Bear) on their Company computers or devices, and they may not use their Company computer or devices to download or upload copyrighted music, movies or other content in violation of any applicable copyright.

Any employee who determines that there may be a purposeful or accidental violation of the above policy within the Company shall notify the Chief Financial Officer and/or the Human Resources Manager.

Social Media

Introduction

As communications professionals, we realize the significant impact that social media has on our business. This social media policy provides a framework to assist you in navigating your use of social media, professionally and personally. Please be aware that, given the evolving nature of social media, this policy will likely evolve over time.

The successful use of social media, in any environment, is based on the concepts of trust and transparency. Clients and other stakeholders look to us as trusted advisers who

define and demonstrate the best practices for communications. Therefore, we must hold ourselves to a very high set of standards when engaging in social media as part of our duties.

How Do We Define Social Media?

Social media has become an important part of our professional and personal lives, and continues to evolve. Today, social media is no longer limited to blogs and social networking sites. You have participated in social media if you have:

- posted a comment on a blog
- posted a review or rated a product
- tweeted or commented on Twitter
- participated in an online poll
- posted a status update on Facebook
- created a LinkedIn profile
- shared a link on Delicious, a social bookmarking site
- uploaded a video to YouTube or Vimeo, or commented on someone else's video
- shared an image on Flickr
- checked in on Foursquare
- pinned something to your wall on Pinterest
- posted a blog on Tumblr
- posted or commented on a photo on Instagram
- ... and so much more!

Philosophy

The Company believes that social media and digital technologies are an essential part of how businesses communicate. Consequently, it is essential that our employees understand social media and new technologies usage in both personal and professional settings. We expect too that your personal use of social media at work would not adversely impact your professional productivity or have a negative impact on our clients' reputations. Ultimately, the assessment of your professional productivity will be determined by the manager(s) of your office.

Given the permanence and viral nature of online communications, use these guidelines and your best judgment when publishing any/all personal or professional content in the

digital environment.

Objective

The objective of our social media policy is to help you ethically and effectively engage in social media.

Company's Social Media Golden Rule

Before publishing or transmitting any content using social media, be able to answer "yes" to the following question every time:

"Is this the right place and time to publish this content?"

Personal Use of Social Media

Even in your personal use of social media, you should assume you will be identified as a Company employee. Therefore, keep the following in mind in regard to your personal use of social media:

1. *Your clients, manager, direct reports, peers and others may read what you write.* Inappropriate postings on social media sites that may include discriminatory remarks, harassment, and threats of violence or similar unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
2. *You should not post anything that disparages our clients and our affiliates' clients or clients' businesses, personnel, products, or services.* In all posting and comments on social media, use good judgment and avoid using statements, images or media that could reasonably be viewed as malicious, obscene, slander, libel or harassment. Examples of such conduct might include offensive posts intentionally meant to harm a client's reputation or to discriminate on the basis of race, sex, disability, religion or any other status protected by law or Company policy.
3. *Consider what you write as you would consider what you might say to a journalist or people you don't know.* If you would not say it in these situations, don't say it online.
4. *Never disclose any information that is confidential or proprietary to our clients, the Company or its affiliates, vendors or any third party that has disclosed information to us (e.g., journalists, suppliers, etc.).* This includes private or confidential information, and trade secrets regarding the development of processes, know-how, technology, internal reports and procedures.
5. *There are many things we cannot mention as part of a publicly owned company.* Talking about our revenue, future plans, or the share price could get you and the company in legal trouble, even if it is just your own personal view.

6. *If you choose to use social networking or personal blogging sites during business hours, use your judgment to ensure work productivity is not compromised.*

Professional Use of Social Media

Please follow these basic principles when using social media professionally on behalf of the Company and/or Company clients:

1. *When using social media, you are responsible for any/all content published or transmitted in the digital environment, regardless of whether or not you intend for the content to become visible to Company. Because of your relationship with the Company, third parties may consider you to be a representative of the Company, regardless of whether that is your intent. The Company reserves the right to determine the appropriateness of any/all employee-published content made as a part of your performance of work duties of which we are made aware, and that we reasonably believe reflects upon our reputation, our clients and their reputations, and our business (including employees and vendors).*
2. *Content that you email or post via Company systems remains Company property and may not be private. This rule applies to personal as well as professional posts.*
3. *Be aware that what you publish or transmit in the digital environment could be captured and may be viewable forever. Also assume any content (even if you believe it to be anonymous) can be traced back to you.*
4. *Be careful to publish accurate information. If you mistakenly publish or transmit content on behalf of the Company or a client that involves incorrect information, alert your manager, immediately address and correct the issue, and note that you have changed the content.*
5. *You must respect applicable privacy/publicity rights, copyright, trademark, and other intellectual property laws. This means not posting materials (such as logos, photographs, video clips, articles, etc.) unless you have the requisite permission or rights (which could include rights of the individual who created the materials or who is featured in them).*
6. *Always identify yourself – name and, if relevant, client affiliation – when you discuss the Company or client-related matters via social media. Specific disclosure requirements are further outlined below. Disclosure of your status as a Company employee or that you worked with a specific client are typically required when you post content that may be viewed as an endorsement or testimonial of Company, Company's advertising campaigns, or Company's clients and/or client products and services. An endorsement or testimonial includes statements, demonstrations, or use of your name or likeness in connection with content about Company or its clients which viewers are likely*

to believe reflects the opinions, beliefs, findings, or experiences of someone other than Company or its clients. Examples include, posting content to promote Company, its clients, or our advertising work, sharing or retweeting Company or client content, posting content using campaign hashtags, posting reviews of or otherwise rating client products or services.

7. *Never provide any confidential or other proprietary information meant to be private or internal to the Company or its affiliates, our clients, employees, or vendors. This is especially true for financial, health, and personal information and any information of a competitive nature.*
8. *Always represent yourself in a civil, respectful manner in the social media environment.*
9. *Do not provide professional reference information or reviews as a representative of the Company about current or former Company employees via social media, including sites like LinkedIn. Doing so can present liability issues for you and the Company.*
10. *Be aware that content shared about or on behalf of our clients, may carry the requirement that the Company control it at all times, which may require that all client data must stay on Company servers. Make sure you know how this is addressed in your client contract.*
11. *Where applicable, defer public comment and response to appropriate spokespeople, especially during a crisis.*
12. *Understand your clients' policies and community guidelines and abide by them. Don't engage with social media on behalf of a client without their knowledge, permission and guidance.*
13. *Do not post any client content or materials onto any site or social media channel as a representative of the Company, whether yours, the Company's, or anyone else's, without making sure you have the requisite rights and authority to do so. This may include obtaining consent/permission from the client, from Company or from a third party.*
14. *Know and follow the Company's existing operating policies. They all apply in the digital environment, and they contain certain specifically applicable policies as well (e.g., Internet and email use, blogger compensation, online communications, etc.). You must not include any harassing or discriminatory content, and never harass, threaten, or knowingly libel or defame fellow professionals, employees, clients, competitors or anyone else as further set forth in this Handbook.*
15. *Proofread before you post. Typographical and formatting errors, misspellings, and grammatical errors may suggest sloppiness or carelessness.*

16. *Employees are prohibited from (1) rating any products or services of Company or any one of our clients (for example, employees should not provide “star” ratings for Company’s clients on Yelp, or other similar websites) and (2) reviewing any products or services of Company’s clients or any of their direct competitors without disclosing that they are employed by Company.*

The following social media disclosure requirements have been approved with respect to your professional use of social media:

– REQUIRED DISCLOSURE LANGUAGE:

- **Solicited Posts**– Posts that are written by Company or its clients, or where Company or its client had substantial input into the content:
 - **Disclosure Option 1:** “Ad”
 - **Disclosure Option 2:** “[Client Name]Agency” or “I work with [Client] and...”
- **Unsolicited Posts**– Posts not requested or approved by Company, but mention Company, its clients and or any work for either of them:
 - **If Mentioning Company - Disclosure:** “[Company Name]Employee” or “I work for [Company Name] and...”
 - **If Mentioning a Client or Work for a Client – Disclosure:** “[Client Name]Agency” or “I work with [Client] and...”
 - Employee must give their truthful, honest, and impartial opinion. For example, content about the products or services of Company’s clients, should reflect your actual experience with the product or service.
 - Do not post content that contains statements or claims about a client’s products or services that you know are false and/or misleading.
- The above hashtags and statements are the only pre-approved disclosures. Generic disclosures that do not clearly communicate the connection between the employee and Company (such as a hashtag which is only the client product, promotion or event name) are not sufficient. If you want to use a disclosure that is different from those pre-approved above, you must obtain approval from your manager.

– DISCLOSURE STYLE, FORMATTING AND PLACEMENT REQUIREMENTS

- **All Disclosures Must:**

- Appear at beginning of each post. Disclosures cannot appear at the end of a post, below the fold or behind/underneath a “See More” link. Social media users should not be required to scroll, click or do anything extra to reach the disclosure.
- Appear before any links in the post.
- Not be buried or included in a string of hashtags, they should be separate from all other hashtags.
 - **Example:** #[Company Name]Sweepstakes #fun #[Company Name]Employee is not acceptable
- Appear in the same post as the rest of the message (e.g., not in a follow-up post, or in a hyperlink (e.g., a “legal,” “more information,” “about” or “bio” link)).
- Appear in the same size, font, and color as the rest of the text of the post.
 - **Example:** “#[Company Name]Employee Check out this exciting news from [Company Name]! [Hyperlink]”
- In live streams and videos, on-screen disclosures must appear for at least 3 seconds and in an easy-to-read font, size, and color.
- Carry over in the thumbnail when the post is shared (e.g., when sharing a YouTube video in a Twitter post, the disclosure should be made early enough in the tweet such that it carries over in the thumbnail from YouTube to the Twitter post).
- It can be made organically within the post and not via a hashtag.
 - **Example:** “I am a [Company Name] employee and love our client’s new commercial [link].”
- **Additional Requirements For Disclosures In Livestream And Video**
 - Livestream Disclosure Must:
 - Appear at the beginning and again at regular intervals throughout the live streaming video content (e.g., on-screen for at least 3 seconds or in the audio).
 - Appear in the video description (e.g., in the text of the post accompanying the streaming content).
 - Video Disclosure Must:

- Appear at beginning of video (e.g., on-screen for at least 3 seconds or in the audio).
- Appear in the video description above the fold (e.g., early in the post accompanying the video on Facebook or in the description field on YouTube).

Local Policies & Customs

Company will comply with applicable local legal social media requirements (as long as the requirements do not violate U.S. law) and may choose to adopt regional or country-specific social media policies.

Always keep in mind that social media is not contained to geographic boundaries and content that may be acceptable in some regions and/or markets may be offensive in others.

Questions or Concerns

If you are aware of or have concerns that non-compliance with this policy is occurring or if you have any questions about how to comply with this policy or whether your activities fall within this policy, please feel free to contact your manager or the Human Resources Department. Ultimately, however, you have sole responsibility for what you choose to post on social media.

If you become aware of any violation of this policy by any other Company personnel, you are required to notify the Human Resources Department immediately.

General

We may monitor employees' posts and, subject to applicable law, reserve the right to request that an employee modify, or remove a post which is violation of this Policy. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Nothing in this policy or any other policy in this Handbook prevents you from engaging in protected concerted activity under Section 7 of the National Labor Relations Act ("NLRA") or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, discussing compensation and other terms and conditions of employment, filing a charge, participating or cooperating with any investigation or proceeding before the National Labor Relations Board or participating in other activity for mutual aid or protection, or refuse to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted in confidence as part of an employee's job duties.

Employee Outside Freelance Work

The Company understands that at times our employees enter freelance/independent contractor working relationships outside of The Company. Should you be in this situation, please ensure the following:

- This outside work does not supersede the terms of your confidentiality and non-compete agreement with The Company
- All freelance work should be performed outside of regular company hours and not on a company device
- There may be times when you need to work on a Company project outside of regular business hours. Your work for The Company should be the priority
- All employees are bound to the non-compete agreement. Additionally, before entering any working relationships with direct competitors of The Company you will need to obtain written approval from the CEO and CFO of The Company

Dress Code

Your personal appearance is largely a matter of taste and your best judgment. Your appearance should also be compatible with the Company's professional image. You should dress in appropriate business attire. Some examples of **unacceptable attire** are:

- clothing with negative or derogatory connotations
- shorts, skirts, or dresses shorter than mid-thigh
- sheer clothing through which undergarments can be seen
- bare midriffs and clothing without proper undergarments
- anything that could be thought of as beach attire

Employees need to use their best judgment to dress appropriately/more corporately when participating in new business pitches or meeting with senior level clients for special meetings. Additionally, positions that require face-to-face client contact generally require dressing in a more professional manner.

The Company reserves the right to send an employee home for attire that is deemed inappropriate by management.

Limited exceptions to this policy will be considered as reasonable accommodations for qualified individuals with disability or for religious dress and grooming practices.

Solicitation Policy

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, except in the performance of their jobs, employees may not distribute literature or printed materials of any kind, sell merchandise

(including food and beverages), solicit financial contributions, or solicit for any other cause on company time, using company email or other resources without written approval from Senior Management. Furthermore, employees may not distribute hard copy literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on Company premises at any time.

Policy on Drugs and Alcohol in the Workplace

The Company recognizes a responsibility to help provide a safe and productive work environment for all employees. We believe that working under the influence of alcohol or illegal drugs can affect an employee's productivity and efficiency and jeopardize the safety of the employee, co-workers and the public. Illegal drugs include controlled substances that are not being used or possessed under the supervision of a doctor or other licensed health care professional.

Whenever employees are working, operating Company vehicles, machinery, or equipment, present on Company premises, or present in any other location performing services for the Company, they are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs;
- being under the influence of illegal drugs or alcohol; and
- possessing or consuming alcohol.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

"Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable, or (2) legally obtainable, but not obtained in a lawful manner.

Employees must report any conviction under a criminal drug statute for violations occurring on Company premises or while conducting Company business. This includes a plea of no contest. A report of a conviction must be made within five days after the conviction.

This policy does not prohibit employees from the lawful possession and use of prescribed medications. Employees have the responsibility to consult with their doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to their supervisors or to Human Resources. Employees should not, however, disclose underlying medical conditions, impairments or disabilities to their supervisors or to Human Resources unless specifically directed to do so by their doctors or other licensed health care professionals.

In addition, even legal drugs may affect the safety of the employee, co-workers, or members of the public. Therefore, employees should not report to work under the influence of any legal drug that might affect their safety or the safety of others. "Legal Drugs" are those prescribed or over-the-counter drugs that are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

Employees with drug and alcohol problems are encouraged to seek help before they become subject to discipline for violating this or other Company policies. The Company will support, assist, and accommodate such employees to the extent required by applicable law. Management can assist employees in a confidential manner, by referring them to bswift for their EAP, providing them with information about community resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Employees will not be disciplined by the Company because they request assistance. Employees may not, however, escape discipline by requesting assistance after they violate the Company's policies. In addition, employees who request assistance will not be excused from complying with the Company's policies, including its standards for employee performance and conduct.

The Company also prohibits the consumption of alcohol on Company premises and being under the influence of alcohol while on Company property. However, alcohol may be served at appropriate business social events for employees of legal drinking age who choose to drink it in moderation. Where alcohol is served, or available, at a Company-sponsored event, you are expected to conduct yourself in a responsible and professional manner at all times. All employees are required to obey state and local laws concerning drinking and driving.

If you believe you have an issue with drugs or alcohol, please contact the Human Resources Department and/or the Employee Assistance Program (see the Benefits section).

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination of employment. Depending on the circumstances, an employee's return to work, reinstatement and/or continued employment may be conditioned on the employee's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up drug and alcohol tests, and/or other appropriate conditions as determined by the Company.

The Company reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law. The Company also reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property (such as purses, tool boxes, lunch boxes, briefcases, desks, lockers or cars) that might conceal illegal drugs, alcohol or other contraband.

Compensation and Business Hours

Salary and Salary Review

As permitted by Company finances, your salary may be reviewed and adjusted on the basis of merit and your level of responsibility, not simply as a result of the passage of time.

For a salary increase to be granted, an approved performance appraisal must have occurred within the preceding 12 months and timesheets must be current. An approved performance appraisal, however, does not guarantee an increase (the performance management process is not timed to coincide with salary reviews).

Employees are eligible for salary review consideration based on their performance and the financial status of the Company.

The timetable for salary reviews are as follows:

Salary	Timetable for Review
• Less than \$52,000	every 12 months
• \$52,001 and above but less than \$100,000	every 15 months
• \$100,001 and above but less than \$150,000	every 18 months
• \$150,001 and above	every 24 months

A positive performance appraisal does not guarantee any increase in salary, and all salary increases shall be made at the Company's sole discretion. No increase in any given year, or at any time, constitutes a promise for any future increase or continued employment.

* This is the desired timeline, at times there may be delays for various reasons, some of which may be out of our control.

Promotions and Adjustments

When an employee receives a promotion or title change with a salary adjustment due to an increase in responsibilities, the title change and salary become effective the first available payroll after the effective date.

Paydays

There are twenty-four (24) paydays each year. They occur on the fifteenth (15th) and the last day of the month, or if the payday falls on a weekend or a holiday, the first preceding

workday. Pay periods are the first (1st) through the fifteenth (15th), and the sixteenth (16th) through the last day of the month.

The cost of benefit plans in which you elect to participate will be deducted from your semi-monthly paychecks.

If you have a question about your paycheck, please visit our main HR Portal Reach, your ADP profile directly at my.adp.com, or direct your questions to the Human Resources Department.

Work Hours and Timekeeping Policy for Non-exempt Employees

The normal workday begins at 9:30 a.m. and ends at 5:30 p.m. (although some projects may require work outside of this time frame).

Overtime

The Company may periodically schedule overtime work to meet our business needs. Only non-exempt employees who are required to work overtime will be compensated at a rate of one and a half times their regular hourly rate for all hours worked in excess of 40 hours in a workweek. Employees working in states with more generous overtime laws will be paid in accordance with those laws. The workweek begins Monday at 12:01 a.m. and ends the following Monday at 12:00 a.m.

In the event that an employee finds that they are unable to complete an assignment within the scheduled time and must work overtime, the employee must advise their supervisor immediately and record all hours worked. All overtime work by non-exempt employees must be authorized in advance and in writing by the employee's supervisor.

Weekend work does not automatically qualify as overtime work. Hours worked on Saturdays, Sundays, or holidays qualify for overtime premium pay for non-exempt employees only if the total hours the employee works during that workweek exceed 40, or as otherwise required by law. In addition, time off (vacation, holiday, sick, etc.) and breaks lasting more than 20 minutes are not counted as "hours worked" for purposes of calculating overtime hours. The Company does not authorize compensatory time ("comp time") off in lieu of paid overtime.

The Company reserves the right to change an employee's work schedule at any time for any reason and to assign an employee work other than their usual assignments. The Company expects that all employees who are scheduled to work overtime or who are called out to work on a special project will report to work, unless specifically excused by their manager. Failure to report for scheduled overtime work or failure to obtain advanced approval before working overtime may result in disciplinary action.

Meal and Rest Periods

The Company abides by applicable law concerning the provision of meal and rest breaks. Employees with questions regarding meal and rest break entitlement should consult their handbook addendum, speak with their supervisor or Human Resources.

Timekeeping Procedures

Non-exempt employees must fill out and submit timesheets on a daily basis and must include all time worked. The beginning and end of each meal period or break should also be recorded. Under no circumstances should employees perform work off-the-clock. Employees must record their work time accurately. Altering, falsifying or tampering with timekeeping records, recording on your time card hours not worked, working hours not recorded on your time sheet (i.e., working "off the clock"), having someone else record your time or recording another employee's time, and performing overtime work not specifically authorized in advance are all serious violations of Company policy which may result in disciplinary action, up to and including termination. If there is a mistake or other change to an employee's time record, the employee must inform their manager. Managers will not make any changes to time records without informing the employee.

Employees should record time spent attending mandatory work-related events (i.e., trainings, client events). Employees will not, however, be compensated for attending voluntary events, such as social events with work colleagues.

Employees should also record any time spent before or after working on-site doing administrative tasks, such as responding to work-related emails, texts, and/or calls.

Failure to submit the time reports in a timely manner may result in disciplinary action, including delay in direct deposit and/or salary reviews, not being permitted to participate in summer hours (if offered by the Company) or Company holidays, not being permitted to take vacation, and possible termination of employment. It is your responsibility to ensure your timesheets/approvals are complete prior to taking the time described above. If you participate in summer hours (if available), take vacation, or take Company holidays with outstanding timesheets to complete/approve, you will be considered in violation of the policy and the time taken off will be considered an unapproved leave. Non-compliance with the Company's time reporting policy will be considered when assessing individual performance. Please be aware that inaccurate or falsified timesheets will result in disciplinary action up to and including termination.

Travel Time

A. Commute

Travel from an employee's home to the first assignment or from the last assignment to the employee's home is typically considered commute time and is not compensated unless the employee is also working during the commute, or otherwise required by law.

B. Work Day Travel

Once an employee begins work, the time spent traveling directly between work sites will be compensated. However, travel between a work site and any location other than as part of the working assignment, or taking a detour for personal reasons is off-duty time, is not compensable and should not be recorded. Employees should minimize time spent running personal errands during normal work hours.

C. One-Day Special Assignments

If an employee is required by the Company to travel outside of their normal work area, time spent traveling outside the employee's normal commute time will be compensated. This applies only in cases where travel to and from the required location takes place in one day.

D. Overnight Travel

When traveling for work that requires an overnight stay, travel time during normal work hours, between 9:30 a.m. and 5:30 p.m., will be compensated. However, unless otherwise required by law, time spent traveling outside those hours as a passenger in a car, train, airplane, or other mode of transportation is not considered work time and will not be compensated. If the Company requires the employee to drive for overnight travel, the employee will be compensated for all travel time, regardless of when such travel occurs.

Employees are required to use the most cost- and time-efficient means available to travel for one-day special assignments or for overnight trips.

Salary Basis / Safe Harbor Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional or outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684.00 per week (with certain state laws setting forth higher salary thresholds). Some state laws also provide for exemptions from both minimum wage and overtime pay, which have different requirements than the FLSA. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations, as well as any applicable state law requirements.

Salary Basis Requirement for FLSA

To qualify for exemption under the FLSA, employees generally must be paid at not less than \$684 per week on a salary basis. These salary requirements do not apply to outside

sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. State law requirements may be higher. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to certain exceptions delineated by the United States Department of Labor, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work.

Company Policy

It is our policy to comply with the salary basis requirements of the FLSA and state law. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA or state law.

What To Do if an Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Company's Human Resources Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made and good faith efforts will be made to assure improper deductions do not happen again. The Company does not tolerate any retaliation against those who make such reports.

Direct Deposit

For the convenience of our employees, the Company has instituted a system of direct deposit for employee paychecks. You can elect to have your paycheck deposited into your checking or savings account at any bank and thereby avoid the hassle of going to the bank, and also ensure that your net salary has been deposited into your account. Do note that it may take two to three pay periods for this to go into effect, once you have elected this feature.

Performance Management Process

We are very interested in your growth and development in the Company. You and your manager are expected to participate in a formal discussion that focuses on your goals for the year, reviews your performance during the prior year, and develops an action plan to foster your professional growth. Unless exceptions are made to the contrary, reviews will generally occur annually. Management reserves the right to amend this policy at any time.

During the year, you and your manager are also encouraged to hold informal discussions about your progress in accomplishing your goals and objectives. The performance management process is a significant part of your job and it is important to your career growth. Be an active participant.

You should note that a good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good performance evaluation or a pay raise (or any other compensation or incentive) a promise of continued employment.

Start-Up Performance Review

To exchange feedback, determine upcoming goals, and evaluate current performance, employees will receive a start-up evaluation within first 3 – 6 months.

Talent Mobility Policy

The Company values its talent, which is why the Company does its best to create internal career opportunities for you. However, the Company knows that at some point, you may want to pursue opportunities outside the Company that are within the Omnicom network. Should you be ready to seek other opportunities within the Omnicom network, the Company encourages you to look within the OAC, DAS and Omnicom network. A list of current openings can be found at <https://www.linkedin.com/company/omnicom/jobs/>. Staying within the Omnicom family has many benefits to you, including your ability to maintain many of your benefits and tenure. Should you need clarification, feel free to contact your local Human Resources representative.

- You may apply to roles in the DAS or Omnicom family. Applying for such roles does not guarantee that you will be selected for the roles applied for. All candidates will be evaluated based on their qualifications to perform the job duties for the applicable position and business needs.
- We encourage, but do not require, that you discuss the process with your manager or Human Resources representative at the Company. Your Human Resources representative can work with you to manage communication within the Company about another opportunity.
- If you receive a verbal offer from another DAS or Omnicom company, the Company requests that you inform the Company (Human Resources or direct manager) before officially accepting the new role.

Working From Home (WFH) /Flexible Work Arrangement

The Company considers WFH a flexible work arrangement. The following arrangements are contingent on the current status of the COVID-19 Pandemic. Flexible work arrangements are subject to revision at any time, for any reason, in which the Company may deem necessary.

Technology and Safety Requirements

- When working remotely, employees must use Company equipment (i.e. Serino Coyne laptop) as this will ensure the confidentiality, integrity, and security of files.
 - Equipment supplied by the Company will be maintained by the Company; the Company will not be responsible for damages or repairs to employee-owned equipment. Employees are expected to care for Company equipment as if it were their own.
 - Consistent with Company's expectations of information security and confidentiality for employees working in the office, the same level of confidential care is assumed while working remotely with regards to ensuring the protection of proprietary agency, client, or potential client information is a priority. Ensuring your work location is safe, secure and will not compromise or conflict with any of the terms of the "Work for Hire Covenant Agreement" is of paramount importance.
-

Benefits

Introduction of Health and Welfare Plans

The Company offers a full array of health care and wellness benefits, which currently includes; medical, prescription, dental, vision, life, AD&D, short and long-term disability, flexible spending accounts, and health savings accounts. While the Company continually seeks to improve upon and add to its current benefits suite, it believes you will find the benefit programs as comprehensive as any in the industry. If you are an eligible employee, you are eligible for the group benefits set forth below. The below policies are for general information purposes only. Complete details of our plans are contained in official plan documents, such as insurance contracts and master plan documents. To the extent there is any conflict between the benefits summaries/policies in this Employee Handbook and the applicable plan documents, the plan documents shall govern.

For further information, visit Omnicombenefits.com which is the primary source of information for employees and their dependents regarding the Company's benefits program.

While this website provides helpful information, all benefits programs and offerings are governed by the terms and conditions of applicable benefits plans. For copies of applicable Summary Plan Descriptions, visit www.omnicom.bswift.com. The Company's benefits program is managed by Omnicom Group and administered by bswift.

Note: Eligible employees are those that are regular full-time or benefits-eligible part-time employees as well as those whose eligibility is required by applicable state law.

Omnicom Group Retirement Savings Plan

The Company participates in the Omnicom Group Retirement Savings Plan (the "401k Plan). Please refer to the Summary Plan Description ("SPD") for the 401k Plan for additional information. In the event of any discrepancy between the brief summary below and the SPD or the 401k Plan document, the 401k Plan document shall control. The 401k Plan is administered by Fidelity Investments.

401(k) Plan Account Contributions

This section briefly summarizes certain Plan features. Please refer to the Plan documents for details.

If you are an active employee, you are immediately eligible to begin contributing to the Plan on a pre-tax basis and may begin to do so as soon as administratively feasible. You may contribute a portion of your eligible pay, subject to IRS annual limitations.

The 401k Plan is administered by Fidelity Investments and offers a broad spectrum of investment options.

There are two ways to make your 401k contribution elections:

- 1) To make a contribution election online, log on to Fidelity NetBenefits® at www.netbenefits.com/omnicomgroup and click on the Plan name from the Home page. Then click the Contributions tab and follow the link to elect your 401k deferral and catch-up contributions. Your deferral election must be a whole percentage from 1% to 70%. If you are logging on for the first time, click on Register Now under New User on the website.
- 2) You can also call the Omnicom Group Retirement Savings Plan Service Center at 1-877-370-4015 from 8:30 a.m. to midnight, Eastern Time, Monday through Friday (excluding New York Stock Exchange holidays) to make your contribution elections.

Eligible employees age 50 or older, or those who will turn age 50 during the Plan Year, can make additional pre-tax contributions to the Plan as Catch-Up Contributions, in accordance with IRS limits.

The plan accepts rollovers from other 401k plans, certain other qualified retirement plans and conduit IRAs. You may not rollover after-tax amounts to the Plan. Please read the Rollover Instruction forms, located in the Fidelity NetBenefits® online portal (or contact the Service Center), before requesting a rollover from your previous plan.

Each Plan Year The Company may make discretionary Matching Contributions to the Plan. The matching contribution is half of up to 6% of your own contribution, excluding any catch-up contributions. To share in any year's Matching Contributions that may be offered, you must be credited with 1,000 hours of service during the Plan Year and you must be employed by The Company on December 31 of the year for which a contribution will be made.

You are always 100% vested in your Pre-Tax Contributions, Catch-Up Contributions, Rollover Contributions, and related earnings. You become vested in any Matching, if applicable, and related earnings according to the following schedule:

Years of Service	Vested Percentage
Less than 2 years	0%
2 but less than 3 years	20%
3 but less than 4 years	50%
4 but less than 5 years	70%
More than 5 years	100%

For more information related to 401k loans and withdrawals, please visit Fidelity NetBenefits® at www.netbenefits.com/omnicomgroup.

Omnicom Employee Stock Purchase Plan (ESPP)

All employees who have been employed for six (6) consecutive months, and work more than twenty (20) hours per week, may participate in this Plan. Once an employee is eligible, they can enroll in the ESPP at the beginning of any Plan quarter (Plan quarters begin: March 1, June 1, September 1, and December 1). The ESPP allows eligible employees to buy shares of Omnicom Group common stock at a discount through post-tax payroll deductions. The discount is 5% of the fair market value on the last day of the Plan quarter. Participation is voluntary and employees may elect deductions from 1% to 10% of gross compensation per pay period up to the IRS maximum dollar limit per calendar year. The Plan is administered by Computershare. The ESPP is a convenient and efficient way to become a shareholder of Omnicom Group.

Other Employee Benefits

As an eligible employee, the Company offers many benefits, including, medical, dental, vision, prescription, life and AD&D insurance, Pre-Tax Flexible Spending Accounts (FSAs), Short and Long-Term Disability, Pre-tax Commuter Transportation program, EAP program, Legal Services Plan, Identity Theft Protection plan, various discount programs and more. For details on many of these benefits, log onto the Omnicom Health and Welfare Service Center website at www.omnicom.bswift.com, or call the Service Center, toll-free at 1-888-977-8490. The company also maintains a communications website at omnicombenefits.com with additional information on the Health and Welfare plans.

Business Travel Accident Insurance (BTA)

The Company provides Business Travel Accident (BTA) Insurance for all Full-time and part-time, salaried employees of majority owned subsidiaries of Omnicom Group undertaking authorized business travel on behalf of the agency.

For further information regarding the benefits coverage and enrollment process, employees should reach out to Human Resources.

Other Training

In addition to courses that employees may choose to pursue yourself, employees may also be required to attend training classes, seminars, courses and meetings during the course of their employment. This training is intended to enhance employee effectiveness on the job and to widen the employee's career path. The Company will pay 100% of the cost of any such training courses, seminars and meetings that employees attend at management's request. Employees will also be paid their regular wage for time spent in such activities. Prior written approval must be obtained for all training that falls under this category.

Employee Referral Awards

Employee referrals are an important source of candidates for the Company.

Referring Employees will be awarded the following:

- \$1,000 if you recommend an applicant who is hired as a regular full-time employee either at The Company or any other agency in The Collective.
- \$500 if you recommend an applicant who is hired as a regular part-time employee at The Company.
- Up to \$2,000 for certain difficult-to-fill positions, as determined in the Company's sole discretion.

The amount you receive will have taxes withheld and will be reported as income on your W-2 form.

In order to be eligible for the Employee Referral Award Program, the following criteria must be met:

- The new employee must be on the Company's payroll for six (6) months.
- The candidate must name the referring employee on the Employment Application in order for payment to be made.
- Both the new employee and referring employee must be in active "good standing" with the Company at the conclusion of the six (6) month period and not have given or received notice of termination of employment at the conclusion of the six (6) month period.
- Employees are not eligible for this award if the recommended person is to work under the referring employee's supervision, or if the referring employee's job includes recruitment of employees.
- Employees are not eligible for this award if the recommended person is their direct supervisor.
- "Director" level and above employees are not eligible for the Employee Referral Award Program.

In addition, to be eligible for a referral bonus under the policy, the referred candidate must not have already been referred to the Company by any other employee, resource or recruiter and/or must not already be in the interview process with the Company. In cases where a candidate is referred by more than one employee, the employee who submits the candidate for a referral first will be eligible for the referral bonus.

A referral bonus will be paid within 30 days of the 6-month anniversary of the referred employee, provided that at as of such anniversary date both the referred employee and

referring employee are still actively employed by the Company and in good standing, and neither have given or received notice of termination of employment at such time. For clarity, the referral bonus is not "earned" until it is paid by the Company.

Please note: Human Resources (HR) employees are not eligible for referral bonuses. HR employees are defined as any employee who has a reporting relationship through HR (i.e., HR Generalists, Benefits, HRIS, Payroll, Learning & Development and Diversity).

TIME OFF POLICIES AND PROCEDURES

As a professional courtesy to both internal and external partners, we encourage employees to enable an out of office email autoreply message on all days that you are physically out of the office.

Holidays

The following is a listing of holidays typically observed by the Company. However, these holiday listings may change at any time. An announcement will be made in December of each year regarding the holiday schedule for the following year.

- New Year's**
- Martin Luther King, Jr. Day (observed)**
- President's Day**
- Memorial Day**
- Juneteenth**
- Independence Day**
- Labor Day**
- Thanksgiving**
- Christmas**

All regular full-time employees and exempt employees are eligible for paid holidays. A regular part-time non-exempt employee who works at least twenty (20) hours per week will be paid for holidays under the same terms. However, the holiday must fall on a day on which you would normally have worked in your shortened workweek.

Holidays are not cumulative and may only be used as they occur. To be eligible for holiday pay, an employee must work a full day the last day before and first day after the holiday. You are not eligible to receive holiday pay when you are on a leave of absence.

Additionally, the Company may announce, at its sole discretion, further discretionary closings (including early closings) in addition to the listed holidays above. Such discretionary closings only apply to the specific dates provided and do not necessarily mean similar dates will be granted in the future.

Vacation Time

The vacation year runs concurrently with the calendar year, from January 1st to December 31st. The following vacation eligibility accrual calculations are based on a 5-day work week. Employees working less than a 5-day (or 40 hour) work week, will have their annual vacation allowance prorated accordingly. Vacation time is only offered to regular full-time and regular part-time employees.

Vacation Accrual

Vacation is accrued on a monthly basis at the beginning of each month, in accordance with the below accrual schedule and rates.

Through the calendar year you reach your 4th anniversary of employment:

You will earn 5/6 (0.83) of a day per month (or partial month) worked, which equals ten (10) days per year.

Beginning the calendar year you reach your 5th anniversary of employment through the calendar year you reach your 9th anniversary of employment:

You will earn 1 1/4 (1.25) days per month (or partial month) worked, which equals fifteen (15) days per year.

Beginning the calendar year you reach your 10th anniversary of employment:

You will earn 1 2/3rd (1.66) days per month (or partial month) worked, which equals twenty (20) days per year.

Note: If you were hired under a different vacation policy (and have been continuously employed), then while the policy above will apply, you will not move to a lesser number of days of vacation than you currently enjoy.

For new hires, vacation is accrued in their first payroll period, and on the first of the month for the remainder of the year. First year of employment pro-rata is as follows:

Entry Level to Assoc. Director Level

Month Employment Began	Vacation Days	Month Employment Began	Vacation Days
January	10	July	5
February	9	August	4
March	8	September	3
April	8	October	3
May	7	November	2
June	6	December	1

Director Level to Executive Level

Month Employment Began	Vacation Days	Month Employment Began	Vacation Days
January	20	July	10
February	18	August	8
March	17	September	7
April	15	October	5
May	13	November	3
June	12	December	2

While vacation will accrue starting from your hire date, you may not take any vacation within the first ninety (90) days of your employment with the Company.

Vacation Carry Over

Unless otherwise required by law, unused vacation days expire at the end of each calendar year. However, newly hired employees (hired within the final ninety (90) days of the calendar year) may carry over any vacation days that are unused under the Company's policy prohibiting use of vacation days during the first ninety (90) days of your employment. Under no circumstances, other than in jurisdictions where forfeiture is prohibited, can you carry unused vacation days beyond the following March 31, and any carry-over days that are unused by March 31 will be forfeited.

Vacation Approval

You must get approval from your supervisor before taking vacation. In the event of conflicting vacation requests within a department, your supervisor will decide whether you are able to take those days requested.

Miscellaneous Vacation Guidelines

If a holiday falls within your vacation, the holiday will not count as a vacation day, assuming you are eligible for paid holidays.

Payout Upon Termination

See "Vacation Pay" under "Termination of Employment" section of the handbook for more information.

Sick and Personal Time

The Company provides sick and personal days to eligible regular full time and part time employees for those times and situations where an employee cannot work for covered sick/safe time reasons and extenuating personal qualifying events.

Accrual

The Company provides 80 hours (10 days) of sick/personal time per calendar year for regular, full-time and part-time employees which can be used for the covered sick/safe time reasons below. These 80 hours/10 days of sick/personal time are frontloaded on January 1 of each year. No more than 5 of these days may be used for the narrow qualifying personal reasons discussed further below. Employees in their first year of hire will be frontloaded no less than 80 hours of sick/personal time immediately upon hire, and there is no waiting period before usage of such time.

Covered Reasons

Sick/personal days can be used for the following sick/safe time reasons ("Covered Sick Reasons"):

1. An employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
2. Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;
3. Closure of the office by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
4. To do any of the following on behalf of the employee or employee's family member who is a victim of a family offense matter, sexual offense, stalking, or human trafficking:
 - o To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
 - o To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;

- To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
- To file a complaint or domestic incident report with law enforcement;
- To meet with a district attorney's office;
- To enroll children in a new school; and/or
- To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

5. Any other covered reason under applicable sick/safe leave laws.

For purposes of this policy, a "family member" includes a child (including biological, adopted, or foster child, a legal ward, or child of an employee standing in loco parentis), parent, stepparent, sibling (including a half, adopted or step sibling), grandparent, grandchild, spouse, domestic partner, or the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, or whose close association with the employee is the equivalent of a family relationship.

In addition, as noted above, up to a maximum of 5 of these days can be used only for the following specific and limited qualifying personal events: religious or legal holidays the Company does not observe, childcare or eldercare emergencies, children's school activities, to supplement an employee's bereavement time, an employee's moving day, or the employee's birthday. If the sick/personal day is used for a birthday, it must be taken on the employee's actual birthday if it falls on a weekday (if the birthday falls on a weekend or holiday when the office is closed, it must be taken on the business day before or after the birthday). The Company reserves the right to request that an employee provide confirmation that personal days are being used in accordance with this policy in any situation it deems appropriate..

Sick/personal days are not to be used as vacation time or general paid time off (including a day to just relax or blow off steam) and cannot be used for any reasons not set forth by this policy.

Notice/Usage Procedures of Sick/Safe Time

Eligible employees should provide reasonable notice of use of sick/personal days. Where such need is foreseeable (e.g., a pre-scheduled doctor's appointment, or court date), employees should give reasonable advance notice to their manager in writing. Where such need is not foreseeable, employees should provide notice as soon as practicable by either emailing or calling your manager or Human Resources.

Unless otherwise prohibited by applicable law, for an absence of four (4) or more consecutive work days of Covered Sick Reasons, employees will be required to provide reasonable documentation that the time off was used for Covered Sick Reasons, including a doctor's note. The Company will not require the disclosure of details relating to an employee's or their family member's medical condition or require disclosure of details relating to an employee's or their family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of using sick/personal time. Health information about an employee or an employee's family member, and/or information concerning an employee's or their family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained by the Company in connection with an employee's use of sick/personal time under this policy will be treated as confidential and will not be disclosed, except as authorized by the employee and/or as required by law.

Employees may take sick/personal time in the smallest time increment that the Company's system uses to account for absences or use of other time.

The Company may take disciplinary action, up to and including termination, against an employee who uses sick/personal time for purposes other than Covered Sick Reasons or qualifying personal events. Indications of abuse may include, but are not limited to a pattern of (i) use of unscheduled sick/safe days on or adjacent to weekends, regularly scheduled days off, holidays, vacation, or pay day and/or (ii) taking scheduled sick/safe days on days when other leave has been denied.

Carryover and Payout

Any unused sick/personal time is not carried over at the end of the calendar year and is not paid out upon termination of employment or at any other time.

When there is a separation from employment and the employee is rehired within twelve (12) months of separation, previously accrued unused sick/personal days will be reinstated and such employee will be entitled to use such accrued time at any time after such employee is rehired.

State Sick/Safe Time

Eligible employees who assert their rights to receive or use paid sick/safe time will not be retaliated against. Eligible employees will receive all paid sick leave required by law, and this policy will be interpreted and applied, in accordance with applicable law. The Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Employees in the following locations should refer to their applicable state addendum for further information on how they can use sick/personal time in accordance with their location's sick/safe leave laws: New York.

Summer Fridays (June – August)

The Summer Fridays program grants employees the ability to take up to five (5) Fridays off with pay each year. These Fridays may only be taken beginning with Memorial Day weekend and ending with Labor Day weekend each year. Employees must receive advance approval from their supervisors in order to take these days off. Supervisors have the right to grant or deny such requests at their discretion, based on business needs. Sufficient coverage in each department is required at all times and employees must be flexible with their scheduled days off, in the event workload necessitates a change in scheduling.

The schedule below shows the proration of Summer Fridays allocated to newly hired employees in their first calendar year of employment:

Hire Date	Days Allocated
Before January 31	5 days
February 1 – February 28	4 days
March 1 – March 31	3 day
April 1 – April 30	2 days
May 1 – May 31	1 day
After June 1	Not eligible

The preceding schedule applies to employees working a regular 5-day work week. Employees working less than a 5-day work week are not eligible for Summer Fridays. This is a discretionary annual benefit and is subject to review on an annual basis.

Summer Fridays do not carry over from year to year and are not paid out in lieu of using the time, nor are they paid out upon termination or resignation or at any other time.

Life Event Days

Full-time employees will be allowed two (2) days paid absence per calendar year for an employee or their child's marriage, employee's birth or adoption of a child, child or spouse graduation, citizen oath ceremony, or other life events that may be eligible.

Community Service Day

The Company encourages all employees to get involved in supporting good causes through community and civic service. The Company recognizes that participating in these types of activities enriches the lives of its employees. Community is not defined as just local community but may encompass the global community.

We have developed a philanthropic program to encourage and incentivize our staff to volunteer their time. After 90 days of service each full-time regular employee may take one paid day off each year to participate in community service activities.

Criteria

The organization you choose must be a non-profit. Employees can choose a charity of their choice or work with other employees on a team effort. The Community Service Day program may not be used for organizations that discriminate based on race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, alienage, citizenship status, sexual orientation, genetic information, or any other protected class under federal, state, or local laws.

The employee must provide documentation of hours worked signed by a supervisor or manager of the organization. The documentation should also include a brief description of the charity including the address, telephone number and description of what the employee volunteered to do. The employee will be given the day off to participate in community service one weekday (6 hours or more)

Examples of appropriate activities for community service:

- Volunteering for Special Olympics
- Habitat for Humanity initiatives
- Donating time at Ronald McDonald House

Examples of inappropriate activities for community service:

- Coaching your child's basketball team
- Attending a professional, political, religious, or personal interest conference
- Volunteering to drive others to a full day charity event

Process

Employees interested in participating in this initiative should complete a Community Service Day Request Form for manager approval in advance of the activity date. Once approved, provide the completed form to Human Resources for recording purposes in advance of activity date. Approval is at the discretion of the employee's manager and is based on project deadlines and workload. The time donated will be considered paid time off. The pay rate will be the employee's current base salary on the day the time is taken. The time will be refreshed at the beginning of each calendar year. No accrual or carryover is permitted.

The form is located in [Q:/Human Resources/Request Forms/Community Service Day Request Form](#)

Early Closings

The Company may, from time to time, close early (ex: half day, 2 PM closing, etc.) prior to a holiday or holiday weekend. Employees wishing to take the entire day off must utilize

either available vacation time or a Summer Friday. Vacation time, or Summer Fridays used during early closings will be considered as using an entire Vacation day or an entire Summer Friday.

Blood Drive Day

If you donate blood in a Company or locally-sponsored blood drive, you will be given an additional paid day off. Proof of donation must be provided, and the day must be used within the calendar year of the donation. Only one (1) additional paid day off may be awarded in any calendar year. Blood Drive Days are not carried over from year to year and will not be paid out upon termination from the Company or at any other time.

LEAVES OF ABSENCE AND DISABILITY

There are situations where employees may need to take extended time off from work.

The following section summarizes the types of leaves available to qualifying employees of the Company. For more information, please contact the Human Resources Department. Employees in certain states may be entitled to other types of leaves under applicable laws including those described in their state addendum.

Family and Medical Leaves of Absences (FMLA)

The Company provides eligible employees Family and Medical Leave as provided by the federal Family and Medical Leave Act of 1993. Except where specifically noted, all leaves under this policy will be referred to as an "FMLA Leave" or "FMLA Leaves."

As described in more detail below, if you meet certain eligibility requirements, you may be entitled to:

- Up to twelve (12) weeks of FMLA Leave in a rolling twelve-month (12) period (except for Military Caregiver Leave, which may entitle you to up to twenty-six (26) weeks of leave);
- Certain reinstatement rights;
- The continuation of medical coverage during the approved FMLA Leave provided you pay your share of the contribution.

FMLA Eligibility Requirements

You are eligible for an FMLA Leave only if you have been employed for at least 12 months, have completed at least 1,250 hours of service in the 12-month period immediately prior to your request for the leave of absence and if at least 50 employees are employed by the Company within 75 miles of your work location. Some states have specific laws pertaining to Family and Medical Leaves. In some cases, State law provides greater benefits to the employee. In such cases, State law will be coordinated with Federal Leave law to provide employees with the maximum leave entitlement in accordance with legal requirements. See your state addendum for additional details.

Entitlements

Eligible employees are entitled to up to 12 weeks of unpaid FMLA leave¹, in total, in the fixed 12-month period measured backward from the first day on which you seek to use either family or medical leave; EXCEPT that you are entitled to up to 26 weeks of Military

¹ See STD, LTD, Salary Continuation Sections regarding whether any portion of a leave is eligible for pay.

Caregiver Leave during a single fixed 12-month period beginning on the first day you take Military Caregiver Leave. Because the total leave time is cumulative, you should coordinate your FMLA Leave time if you plan to take multiple leaves in the same 12-month period.

Any employee who is eligible for and takes any period of FMLA Leave will have that leave designated as FMLA Leave and counted against their total leave allotment. Any full-week closure of the Company office during your leave will not be counted against your maximum twelve (12) week in twelve (12) month entitlement to FMLA leave.

Note that Baby Bonding Leave for the birth or adoption of a child or placement of a foster child can only be taken within twelve (12) months of the child's birth, adoption or placement.

Reasons for FMLA

The Company provides eligible employees up to twelve (12) weeks of unpaid family and medical leave pursuant to the federal Family and Medical Leave Act of 1993 (FMLA) for the following reasons:

1. **"Baby Bonding Leave"** – to care for the employee's child after birth, or placement for adoption or foster care in the employee's home.
2. **"Family Health Leave"** – to care for the employee's spouse, son or daughter, or parent, who has a "serious health condition" (as defined below).
3. **"Military Exigency Leave"** – to address certain "qualifying exigencies" (as defined below) resulting from a spouse, son, daughter, or parent on active duty or call to active duty status in the Regular Armed Forces, or National Guard and Reserves in support of a contingency operation, or service in a foreign country.
4. **"Employee Health Leave"** – for a serious health condition, including incapacity due to pregnancy, prenatal medical care or child birth, which makes the employee unable to perform the employee's job.

The Company also provides eligible employees up to twenty-six (26) weeks of unpaid family and medical leave to care for a covered service member (which includes members of the Regular Armed Forces, as well as members of the National Guard and Reserves) or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. For purposes of this policy, such leave will be referred to as **"Military Caregiver Leave"**. Please note that Military Caregiver Leave is available to care for qualifying family members who are veterans receiving treatment, recuperation, or therapy for a serious injury or illness. The veteran must have been other than dishonorably discharged and must have served in the military at some point within the five preceding years.

How to Request an FMLA Leave

Employees seeking an FMLA leave must inform both Human Resources and the Hartford, the Company's leave administrator who handles the leave certification and approval process.

At least thirty (30) days written advance notice of the leave of absence must be given, if the leave of absence is foreseeable. If it is impossible to provide thirty (30) days advance notice, you must provide notice as soon as is practicable, or at minimum the same day or the next business day after the unforeseen event. Your notice must explain reasons for the leave in sufficient detail to allow the Company to determine whether the leave actually qualifies as FMLA leave. You do not have to share a medical diagnosis, but must provide enough information so the Company or its leave administrator can determine if the leave qualifies for FMLA protection. Sufficient information could include stating that you are or will be unable to perform your job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must state if the need for leave is for a reason for which FMLA leave was previously taken or certified.

With regard to Qualifying Exigency Leave, in any case in which the necessity for such leave is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee must provide such notice as soon as is reasonable and practicable.

Once the Company becomes aware that your need for leave may qualify for the FMLA, you will be notified whether you are eligible for FMLA leave (and if ineligible, the reasons you are ineligible), including providing a notice of rights/responsibilities. If leave is granted, you will be notified whether your leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Certification

All certifications requested pursuant to this policy must be provided to the Hartford, the Company's agent for all leave administration, as well as Human Resources, if requested by them.

Family Health Leave & Employee Health Leave

At the time you request your leave, you will be asked to provide a certification from your or your family member's physician of the necessity of your leave. If you do not supply the certification at the time you make the request for the leave, or within fifteen (15) days of the request, your leave may be denied until the time that you provide the proper certification. For an Employee Health Leave, the Company may also require examination(s) by a physician or physicians of its choice to confirm the necessity for the leave, as well as its duration. You may also be asked during your leave to have the physician provide recertification of the continued necessity of such leave.

Baby Bonding Leave

At the time you request your leave, you will be asked to provide certification from an authorized health care provider (for a newborn child), adoption agency (for an adopted child), or Social Services Agency (for the placement of a foster child). If you do not supply the certification at the time you make the request for the leave, or within fifteen (15) days of the request, your leave will be denied until the time that you provide the proper certification.

Military Caregiver Leave

At the time you request your leave, you will be asked to provide a certification from an authorized health care provider of the covered service member (e.g., a U.S. Department of Defense health care provider, a U.S. Department of Veterans Affairs health care provider, a Department of Defense TRICARE network authorized private health care provider, or a Department of Defense non-network TRICARE authorized private health care provider). If you do not supply the certification at the time you make the request for the leave, or within fifteen (15) days of the request, your leave will be denied until the time that you provide the proper certification.

Military Exigency Leave

At the time of your first request for Military Exigency Leave, you will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. You will also be required to provide a certification setting forth the specifics of the grounds upon which you are seeking a Military Exigency Leave. If you do not supply the certification at the time you make the request for the leave, or within fifteen (15) days of the request, your leave will be denied until the time that you provide the proper certification.

Intermittent or Reduced Schedule Leave

Employee Health Leave, Family Health Leave, and Military Caregiver Leave may be available on an intermittent or reduced schedule basis, if you (or your family member) are receiving treatment for a serious health condition and it is medically necessary for you to take the time-off on this basis. You must support requested leave for this purpose with a certification from your physician, or your family member's physician, that such leave is medically necessary and the expected duration and schedule of such leave. If you do not supply the certification at the time you make the request for the leave, or within fifteen (15) days of the request, your leave will be denied until the time that you provide the proper certification. If the leave is foreseeable based on medical treatment, you will be required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of your department. The Company may, at its option, temporarily transfer you to an available alternative position with equivalent pay and benefits if you request intermittent leave or a reduced work schedule and the alternate position better accommodates recurring periods of leave than your regular position.

Subject to exceptions under applicable law, you will not be permitted to take intermittent or reduced schedule leave for Baby Bonding Leave unless you receive advance approval from the Human Resources Department.

Provision for Spouses Both Working for the Company

Subject to exceptions under applicable law, if leave is taken for the adoption, placement into foster care, birth of a healthy child, or to care for a sick child or parent, the maximum combined leave for both spouses is 12 weeks in any 12-month period.

Compensation during FMLA Leave

Although FMLA Leaves are unpaid, you may be eligible to receive certain disability or workers' compensation benefits during your FMLA Leave, including salary continuation payments. Please review those separate policies for more information. However, even though you may qualify for these benefits, you are still required to follow the procedures in this section in order to be on an approved FMLA Leave.

If you have any earned, but unused vacation days (or unused allocated sick/personal days) at the beginning of your FMLA leave, these days may be substituted for any part of your unpaid FMLA Leave, subject to any limitations set forth in the applicable vacation/sick day policies. However, the unpaid FMLA Leave and the paid time off (i.e., vacation/sick days, STD, LTD, Salary Continuation, etc.) used during the FMLA leave, in total, still may not (except for Military Family Leave) exceed the maximum 12 weeks in the 12-month period. Any paid leave you may be entitled to and use during your leave, will run concurrently with any FMLA Leave, not to exceed 12 weeks or, with respect to Military Caregiver Leave, 26 weeks. If you are receiving disability payments, workers' compensation, or other wage replacement benefits during your FMLA leave, then you may elect to use vacation and sick leave, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers' compensation, or other wage replacement benefits.

Any salary increase that you may have been eligible for while on an approved FMLA leave may be granted to you once you return from your approved FMLA leave.

Benefits During an FMLA Leave

During your FMLA Leave, the Company's health benefits will continue as if you were actively employed, unless you elect not to continue your coverage. Also, during your leave, the Company's other group insurance benefits (except for your Dependent Care Flexible Spending Account) will continue as if you were actively employed unless you elect not to continue your coverage. As such, during an FMLA Leave you are required to pay your portion of the cost of such coverage. If you continue to receive pay while on leave, the cost of your coverage will automatically be deducted from your pay, as it is while you are working. If you stop receiving Company pay while you are on leave, you must continue to make the required payment every month if you wish to continue your coverage. If you fail to return to work after your FMLA Leave has expired, except in certain limited circumstances, the Company may recover from you any medical benefit

payments or other group insurance benefit payments that it made to maintain your coverage while you were on leave.

During any period of unpaid leave, you may not continue to make contributions to the Employee Stock Purchase Plan (ESPP), or 401(k) Retirement Savings Plan. However, your period of absence will be treated as continued service under the Omnicom Group Retirement Savings Plan, subject to the terms of this Plan. You will also be eligible to begin making contributions to the ESPP in the plan quarter following your return from leave of absence, subject to the terms of this Plan.

You will continue to accrue vacation days while on FMLA leave. However, any vacation days accrued during your approved leave cannot be used until after the completion of your leave and subsequent return to work. Vacation days accrued during an FMLA leave are subject to the same restrictions as other accrued vacation days.

Reinstatement Rights

Upon your return from FMLA Leave, assuming you have returned to work during the FMLA-qualifying time period, you are generally entitled to the same position you held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. However, you should note that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., you will not be entitled to reinstatement if, due to economic conditions, you would have lost your job regardless of whether or not you went on leave). You may also be denied reinstatement if you are a salaried employee who is among the highest paid 10 percent (10%) of all employees at your office and it is necessary to prevent substantial and grievous economic injury to the operations of the Company. Any group benefits discontinued during your leave may also be reinstated when you return.

In the case of Employee Health Leave, you may be asked to provide certification of your ability to return to work from your health care provider (i.e., "fitness for duty" report). The Company may not allow you to return to work if you fail to submit a fitness for duty report. If you are not well enough to return to work prior to exhausting all of the allowable medical leave, you may be eligible to take additional leave as a reasonable accommodation for a disability, pursuant to applicable law.

If you fail to return to work after an approved FMLA Leave and are not authorized to take any additional leave time, then your position at the Company will be considered abandoned. This will be treated as a voluntary termination of employment on your part.

If you wish to take vacation/sick days at the end of an approved FMLA leave, you must obtain advance written authorization from your manager/supervisor.

Legal Compliance

Employees have the right not to be retaliated or discriminated against for exercising their rights under the FMLA, including the right to take FMLA leave, opposing any practice

made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division (1-866-4-USWAGE) or www.dol.gov/whd, or may bring a private lawsuit against an employer.

This policy will be interpreted and applied in accordance with the Federal Family and Medical Leave Act, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Other Types of Leaves

The following leaves are available to eligible employees, as needed, or as provided by applicable state law. Other states may also require additional leave, different or beyond that which is described herein. In all cases, the Company shall comply with all of its legal obligations under state and federal law. Under no circumstances will the Company make payments in lieu of you actually taking one of the following types of leaves.

Military Leave

The Company will comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and all applicable state laws regulating absence from work for military service. USERRA protects job rights and benefits for veterans and members of the reserves. USERRA prohibits discrimination against employees, and provides reemployment protection and other benefits for veterans and employees who perform military service. Employees will be paid for up to two weeks during a military leave. Different issues may arise concerning employee rights during military leave. As military leave situations arise, employees should consult with their Human Resources Department for current and complete details regarding their military leave rights.

Bereavement Leave

The Company understands that employees will need time off for a loss in their family. Employees are entitled to three (3) paid days off for the death of family members. The term "family member" is defined as:

- Spouse
- Domestic Partner (including same-sex committed partners)
- Children
- Parents
- Sisters and Brothers

- Father-in-law and Mother-in-law
- Grandparents

In the event an employee needs to take bereavement time, the employee must contact their supervisor as soon as they realize the need for the leave.

Jury and Witness Duty Leave

The Company encourages their employees to fulfill their right and duty if an employee is summoned to serve on Jury Duty or Witness Duty, or appear in court in a domestic violence matter. Time-off will be granted for the duration of the Jury or Witness Duty, or to appear in court for a domestic violence matter.

Employees are required to provide the Company (their supervisor) with reasonable notice of the summons to jury or witness duty. Unless circumstances prevent an employee from doing so, the Company considers reasonable notice to be at least two (2) weeks. Timely notice is required so that proper arrangements can be made to cover job duties in an employee's absence. Employees will be required to provide a copy of the jury/witness summons when requesting leave. Also, if you are summoned to serve on a jury at a time that is inconvenient for your department or the Company, the Company may submit a request to the court to reschedule your jury duty service.

Employees will receive their full salary for up to two (2) weeks of scheduled hours missed while on Jury/Witness Duty. Part-time employees will be paid for the hours they are normally scheduled to work on the days they are called to jury/witness duty. Compensation is based on scheduled hours missed during jury/witness duty, not to exceed the normal hours worked in a day. Employees may keep any fees paid to them by the Court. Employees will also be eligible to maintain their employee benefits during jury/witness duty, as if they were actively at work.

Employees are required to provide proof of attendance. Supervisors are responsible for forwarding all appropriate documents to the Human Resources Department.

No employee shall be disciplined, or discharged, for serving as a juror or witness, in accordance with a valid summons to service.

Voting Leave

The Company encourages employees to participate in statewide/national elections. Any employee whose work schedule on the date of a statewide/national election does not leave sufficient time for him/her to vote may be entitled to up to four (4) hours of Voting Leave (hours and availability vary depending on the state). Generally, leave is to be taken at the beginning, or end, of the shift to minimize the loss of time on the job while still permitting the employee sufficient time to cast a vote. Employees who are aware that their work schedule will interfere with their ability to vote are required to provide the Company with two (2) days-notice of their desire to use Voting Leave, unless otherwise

prohibited by applicable law. Voting Leave is unpaid, unless the employee taking leave is exempt from overtime compensation, or payment is required by state law.

Blood Donation Leave

All employees who work, on average, more than twenty (20) hours per week may take up to three (3) hours of unpaid leave during any twelve (12) month period to donate blood. Employees wishing to take such leave should give advance notice to their supervisors of their intention to take blood donation leave at least three (3) working days before the intended leave. The Company will allow such leave on shorter notice if an employee experiences an emergency requiring that they donate blood for their own surgery, or that of a family member. Employees who take leave under this policy must provide the Company with written documentation of their blood donation or good-faith effort to donate blood. The Company will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

Other Medical Leaves

Employees may take an unpaid medical leave if necessary to reasonably accommodate a qualifying disability within the meaning of federal and/or state law. This may apply if an employee is not eligible for FMLA leave or they have already exhausted their FMLA leave rights and the leave does not cause an undue hardship on the Company. To be eligible for such leave, employees will be required to submit medical certifications in support of their leave requests (which must be submitted to the Hartford, the Company's leave administrator).

Leaves taken as reasonable accommodations for disabilities may vary in length, in accordance with applicable law.

Though leave under this policy is generally unpaid, employees should refer to the below sections on potential disability benefits or salary continuation they may be eligible to receive during a medical leave. The Company's group health plan (medical, dental, vision insurance and health care flexible spending account) continues for a maximum of 12 months from when an employee's medical leave started (even if the beginning of such leave was FMLA-concurrent and not covered by this policy). After that time, unless prohibited by law, you will be given an opportunity to continue health care coverage under COBRA at 102% of the cost of such coverage. You must make payments every month to maintain the coverage.

While reinstatement is not guaranteed, the Company will make an effort to allow you to return to your former position (if it is available) or another available position for which you are qualified. Please note that business conditions, among other reasons, may preclude reinstatement.

If you fail to return to work after an approved unpaid medical leave and are not authorized to take any additional leave time, your position at the Company will be considered abandoned. This will be treated as a voluntary termination of employment on your part.

For a full explanation of leave duration and reinstatement rights, employees should contact Human Resources and the Hartford, the Company's leave administrator.

Other Legally Required Leaves Of Absence

Employees will be granted other leaves of absence as required by law, or for the purpose of fulfilling any required legal or military obligation. Employees are required to provide reasonable advance notice of any need for such leave.

Please note that all leaves of absences are granted at the discretion of the Company and in accordance with applicable state and federal laws. To the maximum extent permitted under applicable law, failure to comply with leave procedures (including but not limited to providing requested certification to the Company's leave administrator) and receive proper authorization from the Company could result in an unauthorized absence from work, which can result in disciplinary action being taken, up to and including, termination of employment.

You may not, under any circumstances, engage in other employment, including self-employment, or otherwise perform any services for another business, while on a leave of absence, unless prior authorization is provided.

All approved leaves are valid as long as the employee intends to return to work immediately following the end of their leave. If an employee does not intend to return to work at the end of their leave, their leave and employment will terminate when the employee notifies the Company, or the Company otherwise becomes aware, that they do not intend to return to work following their currently approved leave.

For more information, please contact the Human Resources Department.

Disability Insurance Benefits

State Short-Term Disability

In some states, Short-Term Disability (STD) insurance must be provided by law to employees by the employer for periods they are unable to work due to a medical condition. These are called State Mandated benefits.

Long-Term Disability

The Omnicom Group Health and Welfare Benefits Plan provides basic Long-Term Disability (LTD) insurance that pays 60% of an employee's base salary, up to \$15,000 per month and makes available Supplemental LTD coverage that can increase the coverage to 67% of the employee's base salary plus bonus and commissions paid and based on an annual average over the two calendar years preceding the disability date (if applicable). There is a cost for this coverage and provided the employee has not waived this coverage, benefits are generally payable after they are disabled for 13 weeks. LTD benefits paid in the event of a disability are generally non-taxable. All LTD benefits and leave administration is handled through the Hartford, the Company's leave

administrator. Review the Omnicom Plan documents, including the Long-Term Disability Plan Overview, for complete information on LTD coverage and benefits.

Salary Continuation- Medical Leave and Parental Leave

The Company provides salary continuation to eligible employees during an eligible medical or parental leave. Only regular, full-time employees are eligible for salary continuation under this policy. For purposes of this policy, a regular, full-time employee is an employee who is regularly scheduled to work thirty (30) or more hours per week and has no end date for their employment or the employee's end date is one year or more from the employee's hire date. Part-time and temporary employees (including without limitation those employees hired for a project lasting less than one year) are not eligible for salary continuation under this policy.

The number of weeks of salary continuation is dependent upon the employee's continuous length of service with the Company or an Omnicom affiliated company, as well as the reason for which the employee is taking the leave. A break in service from an Omnicom Company of more than thirty-one (31) days following the loss of coverage under the Omnicom Group Health and Welfare Benefit Plan will result in a new eligibility date for salary continuation eligibility and the employee's rehire date will be used to calculate the employee's years of service for purposes of salary continuation.

Any salary continuation payments made are considered a Company "payroll practice" and are not part of the Omnicom Health and Welfare Benefit Plan.

Medical Leave Salary Continuation

Full-time regular employees of the Company are eligible for a paid medical leave the first of the month following their date of hire. Paid medical leaves of absence are available only for a regular, full-time employee who (1) is determined to be disabled and whose disability claim is approved by the Company's administrative services provider, The Hartford (the "Administrative Service Provider"); and (2) needs to take leave for the employee's serious health condition, as defined under the Company's Family and Medical Leaves of Absence policy and the FMLA regulations. Such employees will be paid during their leave based on the salary continuation schedule below.

Salary continuation payments under this policy will begin following a 7-day waiting period (i.e., after the employee has been absent for 7 calendar days). During this 7-day waiting period, the employee may use their accrued paid time off (e.g., vacation or sick/personal days).

Medical Leave Salary Continuation Schedule

Your Service to the Company as of the 1st day of Medical Leave*	Maximum Salary Continuance at 100% Salary
<ul style="list-style-type: none">• Start date and up to 1 year from start date	2 weeks per calendar year
<ul style="list-style-type: none">• Over 1 year and up to 6 years from start date	8 weeks per calendar year
<ul style="list-style-type: none">• Over 6 years from start date	12 weeks per calendar year

*Service as a non-regular employee is included as long as there is no break in service.

The duration of payments is limited to the period for which the Administration Services Provider determines that the employee is disabled and will be subject to the maximum salary continuation periods set forth in the above schedule.

If an employee is eligible for state-mandated or insurance paid disability benefits, the employee must first apply for such payments with the insurance carrier and/or directly with the state (as required by the state and/or the Company). Any salary continuation payments the employee receives under this Company policy will be offset by any State Mandated Benefits or any other income from outer sources that may apply so that the employee does not receive more than 100% of their regular weekly compensation. Alternatively, the Company reserves the right to pay such employee in full and seek reimbursement from the state/insurance carrier so that the employee does not receive more than 100% of their regular weekly compensation.

Paid medical leave under this policy will run concurrently with FMLA leave and any other disability or medical leave under applicable state or local law if the employee is eligible for such leaves. Salary continuation under this policy does not extend the period of leave permitted under the FMLA or any applicable disability or medical leave under state or local law, if the employee is eligible for such leaves.

Parental Leave Salary Continuation

Ten (10) weeks of paid parental leave of absence is available for regular, full-time employees upon the birth, foster placement, or adoption of the employee's child. Parental Leave Salary Continuation must be used as a single continuous leave and taken in full within ten (10) weeks of the birth, adoption, or foster placement of the employee's child, or if the parent is disabled at the time of the child's birth, adoption, or placement, within ten (10) weeks of the conclusion of the parent's disability period.

Parental Leave Salary Continuation under this policy will run concurrently with FMLA leave and any other family or parental leaves under applicable state or local law, if the employee is eligible for such leaves. Parental Leave Salary Continuation under this policy does not extend the period of leave permitted under the FMLA or any applicable family or parental leave under state or local law, if the employee is eligible for such leaves.

If an employee is eligible for state or insurance paid family or parental leave benefits (e.g., Paid Family Leave in New York), the employee must first apply for such payments

with the insurance carrier and/or directly with the state to be eligible for Parental Leave Salary Continuation under this policy. Any salary continuation payments the employee receives under this policy will be offset by any state or insurance family or parental leave benefits the employee receives from the state or insurance carrier. Alternatively, the Company reserves the right to pay such employee in full and seek reimbursement from the state/insurance carrier so that the employee does not receive more than 100% of their base salary/regular compensation.

Important Information Pertaining to Company-Paid Medical & Parental Leaves

- You can only receive your allotment of Parental Leave or Medical Leave Salary Continuation payments under this policy once in any calendar year.
- Parental Leave or Medical Leave Salary Continuation under this policy will only be provided for a single continuous leave and eligible employees will not receive salary continuation on an intermittent basis for either a medical or parental leave.
- Where foreseeable, employees should notify the Company at least thirty (30) days in advance of the paid medical or parental leave. If it is impossible to provide thirty (30) days advance notice, the employee must provide notice as soon as is practicable.
- If your leave is FMLA concurrent, your vacation and sick/personal days will continue to accrue, in accordance with the Company's Family and Medical Leaves of Absence policy.
- You are not entitled to Parental Leave or Medical Leave Salary Continuation, even if previously approved, unless you intend to return to active service with the Company following the paid leave.
- Simultaneous, multiple births, or adoptions, entitle you to only one (1) Parental Leave per year.
- Paid holidays that occur during a Company paid leave, are considered to be included in any salary continuation payment. Paid holidays are not available during an unpaid leave.

Paid parental leave for San Francisco employees is different as required by San Francisco law. If you are a San Francisco employee, please see the California addendum to the Handbook.

Flexible Return to Work Policy

In order to assist and support new parent relationships, the Company may in its sole discretion and depending on the employee's role and job requirements, offer employees returning from a parental leave up to two (2) weeks of flexible working arrangements. A flexible working arrangement may include a reduced work schedule (e.g., working half a day or only a certain number of days per week). Prior to entering into such flexible

working arrangement, the arrangement must be agreed to in writing by Human Resources and the employee's manager.

Personal Leave of Absence

Unpaid personal leaves of absence may be granted, at the Company's sole discretion, if you wish to leave the Company for an extended period of time to deal with unusual and/or compelling situations that cannot be handled on a normal work schedule.

Normally, personal leaves may be granted to an employee when that employee has a need to take time off from work to attend to a personal and/or family-related situation where the employee (1) has not met the eligibility requirements for an FMLA-type leave, (2) has exhausted their FMLA leave rights, or (3) their reason for the requested time off does not entitle them to a leave under the FMLA or other applicable leave laws.

During an unpaid personal leave, you must use all earned, but unused paid leave (i.e., vacation/sick days) except where limited under the applicable vacation/sick day policies and only to the extent permitted by law.

All requests, including the length of such absences, will be considered on a case-by-case basis at the discretion of Company management, and each one **will not be considered as setting a precedent**. Except for a leave of absence provided under applicable state or federal law, all leaves of absence, and any extensions, are granted at the sole discretion of the Company: the employee's length of service, attendance record and work performance, the demands of the employee's job, the reason for the request, and the business needs of the Company are factors typically considered in deciding whether a leave or an extension will be granted. A request for a personal leave of absence will be granted only if the employee is not eligible for any other type of leave.

How to Request a Personal Leave

Subject to legally-required exceptions, a request for an unpaid personal leave of absence must be submitted in writing by you to your local Human Resources department. If the reason for the personal leave is foreseeable, you must submit your request thirty (30) days in advance of the anticipated start date. If it is impossible to provide such advance notice, you must submit your request as soon as practicable, or at a minimum, the same day or the next business day after the unforeseen event, subject to legally-required exceptions. Your request should include the reasons for the leave and dates to be taken. All requests for personal leaves will be forwarded to the Human Resources Department for approval. If you do not submit your request in accordance with this policy, your leave will be denied, subject to legally-protected exceptions.

Length of Personal Leaves

Personal leaves may be granted for up to a maximum of six (6) months. Any request for extension of the leave must be submitted in writing to the Human Resources Department no later than two (2) weeks prior to the original leave end date. A determination on the extension will be made at the Company's sole discretion and must receive final approval

from the Human Resources Department, Department Head and appropriate senior management.

Except as otherwise stated in this policy or as required by law, during a personal leave, you will not earn any employee benefit time (i.e., vacation days).

Benefits During a Personal Leave

To the maximum extent permitted under applicable law, during a personal leave, the Company's group health plan (medical, dental, vision insurance and health care flexible spending account) will continue through the end of the month in which the leave begins, as if you were actively employed (at active rates), unless you elect not to continue your coverage. After that time, unless prohibited by law, you will be given an opportunity to continue health care coverage under COBRA at 102% of the cost of such coverage. You must make payments every month to maintain the coverage.

During your personal leave, the Company's other group insurance benefits (life, supplemental life, short and long-term disability, supplemental accident insurance and dependent care flexible spending account, etc.) will not continue unless required by law. You will be offered the opportunity of conversion or portability for any life, long-term disability and/or supplemental accident insurance in effect at the time your coverage expires.

During any period of unpaid leave, you may not continue to make contributions to the Employee Stock Purchase Plan (ESPP), or 401(k) Retirement Savings Plan. However, your period of absence will be treated as continued service under the Omnicom Group Retirement Savings Plan, subject to the terms of that Plan. You will also be eligible to begin making contributions to the ESPP in the plan quarter following your return from a leave of absence, subject to the terms of that Plan.

Subject to legally-protected exceptions, any salary increase that you may have been eligible for while on an approved leave may be granted to you once you return from your approved leave.

When Your Personal Leave Ends

Upon returning from a personal leave of absence, reinstatement is not guaranteed, unless otherwise required by law. However, the Company will make an effort to allow you to return to your former position (if it is available), or another available position for which you are qualified. Please note that business conditions, among other reasons, may preclude reinstatement.

If you fail to return to work after an approved personal leave and are not authorized to take any additional leave time, your position at the Company will be considered abandoned. This will be treated as a voluntary termination of employment on your part. If you do not return to work and if coverage under the health & welfare plans has not already ceased, you will cease to be covered under such plans. At such time, you will be given an opportunity to continue health care coverage under COBRA (if not already offered), and will be offered the opportunity of conversion or portability for any life, long-

term disability and/or supplemental accident insurance in effect at the time your personal leave expires. The Company reserves the right to recover premiums it paid for maintaining any group plan coverage in which you were participating during any period of your leave.

Workers Compensation Insurance

As required by statute, the Company provides Workers' Compensation coverage for all of its employees. Under the provisions of the statute, you may receive reimbursement for medical expenses and certain other compensation arising out of an injury on the job, or an illness resulting from the job.

If you are injured on the job, or get a job-related illness, it is very important that you notify your Human Resources department immediately. Failure to promptly report on-the-job injuries or job-related illnesses may jeopardize your workers' compensation claim. Employees can report workplace injuries and illnesses without fear of retaliation, which is strictly prohibited by this policy.

Legal Compliance

These policies will be interpreted and applied in accordance with all applicable federal, state and local laws, and to the extent that these policies may conflict with those laws, they are controlling over this policy. Further, the Company retains all rights and remedies under applicable law, whether or not expressly set forth in this policy.

TERMINATION OF EMPLOYMENT

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The performance standards listed below, and others which may be established from time to time obviously are not all-inclusive, but merely indicate some of the types of actions that are unacceptable in the workplace. These performance standards are merely examples of the types of misconduct for which employees may be disciplined or dismissed. By providing these examples, the Company in no way restricts its legal discretion to discipline employees or terminate the employment relationship at will. Unacceptable conduct not specifically listed may, nonetheless, result in disciplinary action, up to and including discharge. If you need clarification of a specific issue related to these standards, you should seek clarification from your supervisor or Human Resources.

Employees should understand that discipline is directed at the specific act, not the individual. Employees should be aware that engaging in the following actions or violating other Company rules while on Company property or during the performance of their duties will subject an employee to disciplinary action, up to and including suspension or immediate termination:

1. Violation of Company rules, policies, or practices as set forth in this Handbook or elsewhere.
2. Making or knowingly using a falsified document (e.g., time card, delivery receipt, etc.) or the filing of a fraudulent document or claim for benefits.
3. Possession, distribution, sale, transfer, use, or working under the influence of alcohol or illegal drugs on Company property, or while on duty, or while operating Company vehicles or equipment.
4. Fighting or threatening violence or bodily injury to another in the workplace.
5. Negligence or improper conduct leading to damage or loss of Company property or the property of other employees.
6. Insubordination.
7. Violation of the Company's Policy Against Sexual and Other Workplace Harassment.
8. Possession of dangerous or unauthorized materials, such as explosives or firearms or other weapons, on Company property or while on duty.
9. Excessive absenteeism or tardiness (excluding legally-protected absences or tardiness) or any absence without appropriate notice, subject to legally-required exceptions.

10. Giving, selling, publishing or assisting in the giving, selling or publishing, or otherwise disclosing any confidential, proprietary or trade secret information of the Company.
11. Unsatisfactory performance or conduct.
12. Failure to cooperate fully or provide truthful information in a Company investigation.
13. Dishonesty.
14. The theft of Company property or the property of another person.
15. Conducting personal business while on duty.
16. Failure to observe safety rules as posted and common sense safety in the operation of equipment and general performance of duties.
17. Not showing up for a scheduled shift or walking out on a shift, subject to legally-required exceptions.
18. Failure to report any accidents occurring on Company premises to management immediately.

Please remember that employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy should be construed to limit employees' rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activity under Section 7 of the National Labor Relations Act. Any question regarding these and other rules should be discussed with your appropriate supervisor or with Human Resources.

Corrective Action

When an employee's work performance or behavior falls below Company standards, the Company may take corrective action to address the issue as it deems appropriate under the circumstances. Corrective action may include, but is not limited to, verbal counseling, written warnings, suspension, or termination of employment, without prior notice, depending on the situation. Management retains the right apply whatever corrective action procedure it deems appropriate under the circumstances, including immediate termination. Nothing in this policy constitutes a contract of employment based on any specified conditions, implied or otherwise, and in no way alters the Company's policy of at-will employment.

Job Abandonment

Subject to legally protected exceptions, after three (3) consecutive unapproved business days of not reporting to work, the Company will terminate your employment and consider it a voluntary resignation. The termination date will be considered your first business day out of the office.

Resignation

Resignation is, of course, termination of employment by the employee. Should you decide to leave, we request that you provide the Company with at least two weeks'

written notice. The notice should state your reason for resigning, and your future employment plans. The Company may, at its sole discretion, waive in whole or in part this notice period. Employees must return all Company property, including technical and electronic equipment, Company ID cards, etc. upon their last day of employment, or at any other time as requested by the Company.

Human Resources may conduct an exit interview before you leave.

What Happens Upon Termination of Employment?

Upon termination from the Company, all reports, files, memoranda, any Company-owned equipment, records, software, credit cards, door and file key, computer access codes, digital data of any type, instructional manuals and/or other physical or personal property which you have received or prepared or helped prepare in connection with your employment with the Company, as well as any copies, duplicates, reproductions or excerpts thereof must be returned by you on or before your last day of work.

Any monies owed to the Company, must be repaid by the employee immediately upon voluntary or involuntary termination.

You are not permitted to retain or have a copy of any Company materials upon termination of your employment.

Vacation Pay

If your employment is terminated, or you resign, any unused, accrued unused vacation will be paid. You will be required to furnish completed timesheets prior to the vacation being paid out. You are not entitled to pay in lieu of vacation days except upon termination or resignation.

Any vacation time that you have used but have not yet earned as of your termination date will be subject to repayment to the Company.

Severance Policy

The Company may decide in its sole discretion to provide severance benefits to regular, full-time employees who have been involuntarily terminated. Severance pay is not guaranteed just because an employee is terminated from service. The Company may, in the sole discretion of its management, grant severance pay to full-time employees as follows:

<u>Length of Service</u>	<u>Severance Pay</u>
More than six months and less than 1 year	1 week
More than 1 year and less than 2 years	2 weeks
More than 2 years and less than 3 years	3 weeks
More than 3 years and less than 4 years	4 weeks
More than 4 years and less than 5 years	5 weeks

etc...	to a cap of 26 weeks
--------	----------------------

You will be credited with a month of service only if you are employed by the Company on each business day of such month. Severance pay, when provided, is based on your base annual salary at the time of termination notice. This policy is just a guideline and any severance pay may be increased, decreased or denied at the Company's discretion. **The receipt of any severance pay is conditioned on the signing of, and compliance with, a separation agreement and a general release prepared by the Company.**

In addition, severance pay under this Policy is available only to regular, full-time employees who are involuntarily terminated from the Company, excluding full-time employees of the Company who are (i) terminated for misconduct or unsatisfactory performance in the Company's sole discretion; (ii) terminated pursuant to an employment contract that has expired; (iii) terminated upon a sale or merger of part of or all of the Company; (iv) offered a transfer or transferred to a corporation or other business organization that wholly or partially owns the Company, or to a wholly or partially owned subsidiary of such corporation or other business or business organization; or (v) offered a transfer or transferred to any division or wholly or partially owned subsidiary of the Company.

Any severance under this policy will cease if you obtain employment with an affiliate of Omnicom Group.

Any payments under this policy may, at the Company's discretion, be offset by any amounts that you owe to the Company, as well as payments that may be required by the Worker Adjustment Retraining Notification Act (i.e., the "plant closing law") or any similar federal, state or local statute, and any amounts you receive from alternative employment.

Status of Your Benefits upon Termination

When you leave the Company, all benefits in which you participate will end on the last day of the month in which your employment or eligibility ends.

- Medical, Dental, Vision & Health Care Personal Spending (FSA) Accounts - You will be offered continuation coverage through COBRA for medical, dental, vision, health care flexible spending accounts (FSA), as well as, the Employee Assistance Program (EAP).
- Life, Supplemental Life, Long-Term Disability, Personal Accident Insurance - You will also receive information from the Omnicom Group Health and Welfare Service Center concerning portability of your basic life insurance and supplemental life coverage. If elected while you were active with the Company, you will also receive information concerning conversion privileges of your long-term disability and personal accident insurance (AD&D).

- Omnicom Group Retirement Savings Plan & ESPP - The Plan Administrator will forward you information concerning taking distribution of your Omnicom Group Retirement Savings* and ESPP Accounts.

***Please Note:** You must wait a period of thirty (30) days before you are permitted to take distribution or roll-over your Omnicom Group Retirement Savings Plan account balance to another qualified plan.

TRAVEL & ENTERTAINMENT/BUSINESS EXPENSE POLICY

Introduction

This Section is designed to provide guidelines for the expense reimbursement and travel policies and procedures of the Company. It was created because effective administration and control of corporate expenses dictate that all employees be guided by a common set of travel guidelines. This document outlines those guidelines.

The document is divided into four sections:

- Local Travel
- Out-of-Town Travel
- Business Expenses
- Reimbursement and Authorization Procedures

The Company will reimburse you for ordinary and necessary travel and subsistence and business expenses in accordance with the policies set forth in this document and applicable law. The Company will not reimburse for any expense amounts not actually incurred. For example, the Company will not reimburse an amount in lieu of hotel costs when you stay with friends or relatives. The Company does not reimburse spouse, partner or other family members' expenses.

In order to receive reimbursement, it is required that all employees traveling on Company business utilize the Company's authorized travel agencies and all related preferred partners to ensure we receive maximum cost efficiencies.

It is important that you follow these guidelines and use a standard of reasonableness when incurring expenses on behalf of the Company. In general, you should obtain authorization for business trips and other business-related expenses from your Group Director, (or department head), in advance, before expenses are incurred.

We understand that there will be situations which will not be covered by this policy, and we ask that you use good judgment and common sense when incurring expenses on the Company's behalf. If you are not sure if an expense is reimbursable, please contact your Finance Director. The Company's CEO or CFO must approve any exceptions to this policy.

The submission of any false request for travel and expense advances or reimbursements shall subject you disciplinary action, up to and including immediate dismissal.

Note: Client billable travel that is subject to a client's own travel and entertainment policy overrides the Company's policy and must be adhered to in order for expenses to be reimbursed by the client.

Local Travel and Related Expenses

The Company will reimburse you for ordinary and necessary costs incurred when you are required to work significantly beyond your normally scheduled hours or on Saturdays, Sundays or holidays, when these days are not normally scheduled workdays. Additionally, expenses of traveling distances during your normal workweek greater than the round-trip distance between home and office may be reimbursed.

Reimbursable Expenses

The Company will reimburse additional costs that you incur as follows:

- If your commute to a place of business is farther than the commute to the office, the Company will reimburse at the current IRS business mileage rate for the additional miles that must be driven. If public transportation is used, the Company will reimburse the cost of the whole commute.
- If you must drive between the office and one or more business places, the Company will reimburse at the IRS business mileage rate for the excess mileage.
- If you incur multiple parking fees or tolls in one day because of business travel, the Company will reimburse for the amount in excess of normal parking and toll costs.
- If you must work on a Saturday, Sunday or holiday, and it is not a regularly scheduled workday for you, the Company will reimburse at the IRS business mileage rate for the round-trip mileage from home to the office or business location. The Company will also reimburse the costs of any related parking and tolls, or for the cost of public transportation to and from the office or client location.
- If you must work more than ten hours per day during the week and after 8:00 PM or four or more hours on a Saturday, Sunday or holiday, and it is not a regularly scheduled workday for you, the Company will reimburse for actual lunch and/or dinner costs as long as the Company or another individual does not provide such meal(s). You will be reimbursed for actual meal costs up to \$22.00 per meal with receipt. Working from home does not qualify for the reimbursement. Additionally, an approved timesheet showing your work hours for that day must accompany expenses submitted for reimbursement.
- Depending on the availability of safe public transportation, the Company will reimburse for transfers by taxi or car service within the metropolitan area when you work beyond 8:00 p.m. and a prudent regard for personal safety dictates the use of such services. You are expected to select the most cost effective means of transportation e.g., a taxi or ride share is more cost effective than private car service for Manhattan destinations. Charges for waiting time should not be incurred. If your office has a specific Car Service Policy please refer to it for more detail.

- Where you are aware you will be working beyond 8:00 p.m., you may elect to have the Company reimburse the cost of parking only when the cost of parking is less than the Company providing a taxi or car service home.

Non-Reimbursable Expenses

The following are examples of expenses not reimbursed by the Company, unless otherwise required by applicable law:

- The cost of commuting to and from the office during your normally scheduled workweek or the cost of a commute of the same or lesser distance to and from a business place;
- The cost of parking at the office during the normal workday;
- The cost of non-business related meals during the normal workday; and
- The cost of local overnight hotel stays except where this is a lower cost than the use of taxis, otherwise reimbursable, to take you home.

Out-of-Town Travel and Related Expenses

The Company will reimburse you for ordinary and necessary, properly approved and substantiated travel and subsistence expenses in accordance with the policies set forth in this section and applicable law.

Reimbursable Expenses (subject to additional guidance provided below)

The following out-of-town travel and related expenses, when ordinary and necessary and properly substantiated, are reimbursable:

- Air or train travel at the lowest fare available
- Transportation costs to and from the airport or station and home, hotel or office
- Hotel or other lodging costs
- Meal costs
- Gratuities (See *OTHER OUT-OF-TOWN EXPENSES - GRATUITIES*)
- Business telephone calls on a phone card or cell phone; hotel telephone calls will only be reimbursed in the event of an emergency
- Laundry and dry cleaning for travel requiring five or more consecutive nights away from home

- Mileage reimbursement at the then allowed IRS business mileage rate when a personal automobile is used for out-of-town travel
- Rental car costs when a rental car is necessary for out-of-town travel
- Parking charges and tolls when using an automobile for Company business while out of town
- Taxi fares when necessary for business transfers
- Email connection and fax charges for business purposes while traveling
- Overnight shipment charges for business purposes while traveling

Additional guidance and explanations of commonly encountered situations are provided below.

Non-Reimbursable Expenses

The following are examples of expenses not reimbursed by the Company, unless otherwise required by applicable law:

- In-room movies or video games
- Laundry and dry cleaning for travel requiring fewer than five consecutive nights away from home
- Airline club memberships (unless approved by a Managing Director)
- Air phone charges
- Local ATM fees, late payment credit card fees or any other bank charges except those directly relating to acquiring foreign currency or incurred by deduction from expense remittances to your bank account and which would otherwise prevent you from receiving full value
- Apparel purchases (business or casual)
- Travel insurance
- Alarm clocks
- Parking tickets and traffic tickets
- Car washes, oil changes, and other maintenance or repair services for personal automobiles used on business trips
- Damage to an automobile being used for Company business

- Thefts of your personal property from an automobile, hotel room, or office being used on Company business
- Personal entertainment
- Child and pet care costs
- In room snack/refrigerator charges (unless it constitutes breakfast, lunch, or dinner)
- Other personal expenditures

Air Travel

General

All travel arrangements must be approved in advance of booking by the relevant department head and Finance Director.

When a number of individuals from the same department are traveling to the same destination, good judgment should limit the number traveling on the same airplane. Individuals are expressly forbidden to travel on Company business in aircraft owned, leased, or piloted by another employee.

Travel Agencies

All airline tickets should be obtained through the designated Company travel agency. All unused, refundable tickets should be returned to the travel agency for credit. All lost or misplaced tickets should be reported to the travel agency who will arrange replacement or refund. Individuals traveling on "electronic tickets" must notify the travel agency if travel does not take place. A copy of the invoice or itinerary may be used for this purpose. The Company reserves the right to treat any unused tickets not returned to the travel agency as a travel advance and will seek reimbursement for the cost of the unused ticket from you.

Airfares

Employees traveling on U.S. domestic flights must travel economy class. International travel must be approved by your department head, who will also determine the appropriate level of airline service.

Your air travel on Company business should be at the lowest fare available that permits travel at reasonable times and with reasonable itineraries. There is no objection to you upgrading from a reimbursable class of service to a higher class of service at your own expense. The cost of upgrading (i.e., the charge to upgrade plus the differential between the lowest coach or economy fare available), and any higher fare that is required to upgrade, is a personal expense.

Discounted Fares

Where discounted fares are available only with penalties for cancellation or change, the probability of cancellation or change should be weighed against the amount of the discount, the size of the penalty, and the likelihood of future use.

Combined Business and Personal Travel

At times you may combine business and personal travel (e.g., by adding an additional city to the itinerary). To determine the portion of the total airline cost that is business related, determine the cost of the itinerary for the business portions of the trip using the same fare basis as actually flown. For example, if a 14-day advance purchase fare is used, the business portions of the trip should be priced using a 14-day fare. Using a higher fare basis than actually paid to determine the business cost of a trip is not permitted.

You are to charge as travel expense only amounts actually expended for travel by you. Charging a higher amount than actually paid in order to offset the airfare or other costs of a spouse, family member or friend is not permitted.

It is recommended that you make your travel arrangements as far in advance as possible, taking advantage of all cost savings opportunities available i.e., non-refundable tickets, 14 –21 day advance purchase.

Reimbursement of Airfares

Airfares booked through the travel agency are charged to the Company corporate airfare credit card. You are required to book and submit airfare expense documentation in accordance with the authorization and reimbursement procedures outlined in this document.

Requests for reimbursement of airfares paid by you should be made only after travel has occurred. However, where advance purchase is required, reimbursement may be requested before travel has occurred. If travel does not take place as planned, you are responsible for reimbursing the Company for any nonrefundable tickets that cannot be applied against the airfare for another business trip and are ultimately used for personal travel.

Frequent Flyer Award Programs

- The Company does not reimburse individuals for the use of frequent flyer miles or points to acquire airline tickets or hotel rooms.
- You may use frequent flyer miles or points earned through business travel for personal purposes (e.g., personal or family travel). There is no objection to you using frequent flyer miles or points to upgrade from a reimbursable class of service to a higher class of service, as long as this is consistent with obtaining the lowest coach or economy fare available. However, where there is a monetary cost in upgrading, e.g., a charge to upgrade or a higher fare is required, such costs are a personal expense.

Membership dues in frequent flyer and similar award programs (e.g., American Express Membership Rewards Program or Diners Club Rewards) are a personal expense.

Automobile Travel

Mileage Allowance and Tolls

When it is necessary for you to travel by personal automobile to out-of-town locations, two or more persons should travel in the same automobile whenever practical to reduce expenses. When a personal automobile is used to travel to an out-of-town location on Company business, the Company will reimburse tolls paid and actual mileage driven at the then allowed IRS business mileage rate.

Parking

The Company will reimburse reasonable parking costs incurred while using an automobile on Company business while out of town. You should avoid higher cost parking facilities where possible.

Rental Cars

The use of rental cars should be limited to business travel where taxis/car service are not available or, if they are available, the combined cost of taxi/car service facilities is greater than the combined cost of a rental car and parking facilities. All drivers must meet the age and driver requirements of the rental company.

Permissible Car Types

Individuals renting for Company business should not rent a car larger than a mid-size, four door unless the number of business persons traveling requires a larger car. Four wheel drive and convertible vehicles should not be rented for business use.

Insurance Coverage

The Company has insurance coverage in place in the event of an accident. Therefore, you do not need to purchase rental car optional services, such as, "personal effects insurance "(PEI)," "personal accident insurance "(PAI)" and "liability insurance supplements "(LIS)". If purchased, these items will be considered personal expenses and will not be reimbursed. If an accident occurs, please be sure to file an accident report with local authorities. Immediately thereafter, please notify the rental car company, your supervisor/manager, your local Human Resources Department and our insurance broker, Marsh, so that we may begin the claims process.

Refueling Charges

Rental car company charges for refueling the car upon return are very expensive. You should make every effort to refuel the car before returning it. If it is offered and you expect to use a full tank of gasoline, you can elect the option of purchasing the initial tank of gasoline and it will be reimbursed.

Personal Use

All costs of cars rented for personal use are a personal expense. If a car is rented for combined business and personal use, the total cost of the rental should be allocated between reimbursable business and non-reimbursable personal expense.

Other Out-of-Town Expenses

Lodging

The hotel and type of room selected should be reasonable in cost. You will be reimbursed for actual reasonable lodging costs. You should book hotel reservations at one of the preferred hotels through the designated travel agency. You may source cheaper lodging after factoring in any potential incremental costs e.g., additional travel costs due to hotel location. To the extent possible, weekly or monthly lodging rates should be obtained on extended business travel.

Lodging includes only the cost of the room and related taxes. Meal costs included on the hotel bill should be classified as "Meals". Other business expenses, e.g., business fares, included on the hotel bill should be accurately classified. As discussed above, personal expenses included on the hotel bill, e.g., in-room movies or spa services, should be identified as personal expenses and should not be submitted for reimbursement.

Meals and Incidentals

You are reimbursed for actual meal costs that are considered ordinary and reasonable and are not lavish in nature. The most senior person present must pay for the meal.

Telephone Calls

The Company will reimburse business and reasonable personal telephone calls by you during an out-of-town business trip. You should not use hotel telephones for business or personal use due to the high cost and are encouraged to use telephone calling cards or mobile phones.

Laundry and Dry Cleaning

The Company does not reimburse for laundry and dry cleaning costs on out-of-town assignments of fewer than five consecutive nights unless the assignment is unexpectedly extended and laundry and/or dry cleaning costs must be incurred.

Transfers

Out-of-town travel may entail the use of taxis, buses or other public transportation to go to and from the airport or for movement around a metropolitan area. Cities differ in the types of cost-effective transportation that they offer for transfers to and from airports or around the city. You should choose the type of transportation that other similarly situated local businesspersons would use. Reasonable transfer costs will be reimbursed. In New York the Company encourages the use of taxis or the preferred local car service provider

for transportation to and from airports. In other cities use the most cost effective means of travel available.

When a personal automobile is used for transfer to an air or rail terminal and is not provided to the employee, the actual mileage incurred will be reimbursed at the IRS standard business mileage rate. Parking at air or rail terminals will be reimbursed. Automobiles should not be parked for extended periods at air or rail terminals unless the combined cost of mileage reimbursement and parking is less than other available transfer costs.

Gratuities

Gratuities paid while out of town on business are reimbursed based on actual amounts expended. Gratuities are normally identified separately when paid to bellmen or airport porters. Gratuities for meals and taxis are normally included in the expenses for these categories. Reasonable gratuities by category are:

- Meals: 15-18%
- Bellmen: \$1 - \$2/bag
- Maid Service: \$3 - \$4/day
- Taxi/Car rides: 10-15% of base fare

Company Vendor Options

As a part of your job, you might be responsible for sourcing jobs, selecting vendors, or negotiating contracts on behalf of the Company or its Clients. All vendors must be chosen in accordance with Omnicom Strategic Alliance Services guidelines. Omnicom has negotiated rates and executed master agreements with various vendors, and the Company should be using these selected vendors as a first preference. The information about these vendors can be located online using the One Workplace OKTA portal and selecting the Strategic Alliance Services tab. The Omnicom vendors are coded as mandatory, preferred, or recommended, and you should be familiar with this listing. For more information on the portal reach out to your Department head, HR or the CFO.

Business Expenses

The Company will reimburse you for all ordinary and necessary, properly approved and substantiated business expenses. Expenses that may be reimbursed are limited and are specified in this section.

Reimbursable Expenses (subject to additional guidance provided below)

The following expenses when ordinary and necessary, incurred for a business purpose, and properly substantiated are reimbursable:

- Meals with appropriate client or other Omnicom companies that have a direct business purpose
- Entertainment of appropriate client or other businesspersons that have a direct business purpose
- Meals for staff in connection with a valid business purpose
- Entertainment of staff in connection with a valid business purpose and approved in advance by a Managing Director or department head, as applicable
- Business calls on personal phone bill
- Business calls on personal mobile phones (reimbursement for a reasonable percentage of the mobile phone bill sufficient to reimburse for reasonable authorized business use will be provided when required by applicable law)
- Business related books
- Professional society and business organization dues directly relevant to an individual's job function approved in advance by a Managing Director or department head, as applicable
- CPE training courses approved, in advance, by a Managing Director or department head, as applicable
- Passport application and processing fees where international travel is required by the Company

Non-Reimbursable Expenses (subject to additional guidance provided below)

The following are examples of items not reimbursed by the Company, unless otherwise required by applicable law:

- Meals or entertainment with other employees without a valid business purpose
- Recurring entertainment of clients or other persons that is not directly related to a business purpose
- Recurring meals or entertainment of the same employees without a valid business purpose
- Entertainment at adult clubs, or at locations that exclude individuals because of race or gender, or at other locations that have the potential to reflect negatively on the Company
- Annual credit card fees and finance charges
- Gifts by individuals to other members of staff unless approved by CFO

- Apparel purchases (business or casual)
- Briefcases and luggage
- Charitable contributions
- Computer hardware and software
- Pen and pencil sets
- Pocket calculators
- Electronic devices such as daily organizers and personal digital assistants
- Political contributions
- Personal employee celebrations
- Client gifts without advance approval from the Finance Director
- Membership dues in airline clubs without Managing Director approval
- Membership dues in frequent traveler award programs, e.g., American Express Membership Rewards Program

Additional Guidance for Certain Expenditures

Entertainment of Clients and Other Omnicom Companies

The Company encourages activities with clients and other Omnicom companies that assist in business development for the Company.

Meals and local transportation when incurred in connection with such activities are properly reimbursable as long as they benefit the Company and are not lavish in nature or in frequency. Excessive alcohol consumed or expensive restaurants will be a considered personal expense.

Employees entertaining clients must also be aware of, and take care not to violate, the client's policies regarding the acceptance of entertainment and gifts by service providers. The rules of governmental units and agencies are especially strict in this area. Employees must not knowingly extend invitations that would cause individuals to violate their employers' policies.

When relationships with clients or others become primarily social and entertainment is not directly related to a business purpose, entertainment expenses will generally be a personal rather than a Company expense.

Recurring entertainment among the same individuals without a valid business purpose will be considered a personal expense.

Entertainment of Staff

Occasional entertainment of members of the staff in connection with a specific event, e.g., completion of a difficult assignment or welcoming new hires, would be a Company expense. Recurring entertainment of the same individuals, e.g., regular luncheons with the same staff members without a valid business purpose, would be a personal expense.

A luncheon, or dinner that is used for a specific business purpose that could otherwise be addressed within the office, (e.g., goal setting or performance review) are not reimbursable expenses. Meal expenses incurred for luncheon or dinnertime meetings in the office may be considered business expenses.

Where the Company has provided entertainment facilities (e.g., tickets for a sporting event) the meal, drinks and transportation costs associated with attending the event are a personal expense unless arrangements are made and communicated to staff in advance that such costs are recoverable.

Business Telephone Calls - Mobile Phones

The Company does not reimburse for the cost of acquisition of mobile phones. The Company will reimburse the air time costs of any business calls made from that phone when the person called and the business purpose of the call are identified in the call detail report submitted as substantiation. Unless otherwise required by applicable law, the Company does not reimburse any portion of the monthly access fee to employees. Employees who have a one-rate calling plan should pro-rate the business portion of the total monthly cost by reviewing the call detail and identifying business vs. personal expenses. Reimbursement for mobile phone costs will be made as required by applicable law.

Business Telephone Calls - Home Telephones

The Company will reimburse individuals for the cost of specifically identified business calls made from personal home telephones. The Company does not reimburse any portion of the basic monthly usage charge of a personal telephone.

Business Telephone Calls - Telephone Calling Cards and Telephone Cards

A calling card should be used in lieu of dialing directly from a hotel room. The cost of dialing directly from a hotel room is often many times the cost of the using a calling card. The Company will reimburse any business-related calls charged to a calling card or a purchased telephone card while out of town on Company business.

Mobile Device Plan Reimbursement

In order to support our preferred partnership with AT&T Mobility, Omnicom has implemented the *Omnicom and AT&T Mobility Growth Initiative* for all US-based employees currently receiving reimbursement for wireless service. Effective immediately under the program, the Company will only reimburse mobile phone and data plan expenses that are approved by a Finance Director and the services are provided by AT&T

Wireless, subject to any cap on reimbursement amount as determined by the Company, and where not consistent with applicable law. Non-AT&T Wireless providers will no longer be reimbursed for mobile phone and data plans, unless otherwise required by law.

The Omnicom/AT&T Mobility agreement offers flexible packages and significant discounts to employees for the various voice/data plans offered. Information on the Omnicom/AT&T Mobility program can be found at the Employee Purchase Program (EPP) website. It can also be accessed through the homepage of OmnicomLink.

Charitable Contributions

Charitable contributions are considered a personal expense and are not reimbursed.

Computer Software and Hardware

All computer software and hardware purchases must be requested through your local technology group to ensure that the hardware and software are compatible with the Company's systems, support the Company's objectives, and, if applicable, have been provided for in the Company's capital expenditures budget.

Computer software and hardware purchases for your home are not reimbursable under any circumstances.

Gifts

There may be occasions when it is appropriate for the Company to recognize events in the lives of clients with gifts where the costs of such gifts are reimbursable by the Company. However, care must be taken that the cost of the gift is appropriate for the event and not excessive in nature.

Office Supplies

The Company maintains an inventory of standard office supplies used routinely in our business. Supplies that are not standard and are a personal preference are considered a personal expense. In most cases, individuals should not purchase supplies directly. In rare cases, e.g., on an out-of-town business trip, where it is impractical to obtain supplies from the office, individuals may purchase supplies directly, subject to approval by the direct manager.

Professional Societies and Business Organizations - Dues

The Company reimburses individuals for annual membership dues that are directly relevant to an individual's job function, e.g., AICPA dues for an employed accountant as necessary with Managing Director or department head, approval, as applicable. The Company does not reimburse for contributions or non-related dues to such organizations.

The Company does not reimburse you for membership dues and expenses related to inactive memberships in business and professional organizations.

Subscriptions - Newspapers and Magazines

The Company, in each office location, may coordinate the subscription to general business periodicals and other industry publications. If your office does not have its own Company office services group you should obtain prior approval for any subscription from your Finance Director. The subscribed publications must be delivered to the office address and not to your residence and should be directly attributable to your job function.

Duplicate subscriptions should only be made for departments/offices having greater than 10 employees. Department distribution lists should be made so that publications relevant to those employees are circulated.

Reimbursement and Authorization Procedures

Method of Reimbursement

You should submit expense reports, in local currency, reporting business expenses incurred at the end of each week. Separate expense reports should be used for each business trip. Billable expenses to a client should also be submitted on a separate expense report from non-billable expenses. Expense reimbursements will be paid by check in the local currency of the Company.

Submission Process

All expense reports (with necessary backup) should be submitted electronically in the D365 system in a timely manner, within 30 days of expense. Detailed business expense receipts, which includes names of all guests on dinner receipts are required, additionally, for tax purposes the receipt must include any sales tax paid.

Responsibility for Expense Reports

Regardless of who prepares and enters the expense data, you should review the report for accuracy and are responsible for the data submitted.

Any individual submitting a fraudulent expense report will be subject to disciplinary action up to and including termination.

It is important that expenses be charged to the correct cost categories and the purpose of the business trip is clearly indicated. Expenses that are billable should be clearly marked and submitted on a separate expense report. Billable costs to multiple clients for the same trip should be submitted on separate expense reports, or on Company-specific software programs, as applicable.

Submission of an expense report with incorrect or incomplete information will be returned to you and will delay reimbursement.

Timeliness in Reporting Expenses

It is critical that expenses be reported within 30 days of the date incurred. Failure to report expenses within 30 days of the date incurred shall be grounds for discipline and may cause the Company to decline to reimburse the individual for the expense, except where such declination is prohibited by applicable law.

Substantiation of Expenses

You should document the business purpose of expenditures in the fields provided in the Expense form, or Company-specific software program, as applicable. If space is insufficient, full documentation should be included with the receipts and a notation to that effect should be included on the expense report. The Company requires conformance with IRS requirements in order to obtain expense reimbursements.

The Company also requires that original receipts must be provided for all expenditures. The Company will not reimburse expenses where there is no receipt and one would normally be available. A monthly credit card statement is not an acceptable alternative for an original receipt where an original receipt would normally be available. Where a receipt substantiating payment is not normally available, (e.g., for credit card telephone phone usage), a monthly credit card statement evidencing the charge is acceptable. In those instances where a receipt is lost or is otherwise unavailable, a written statement of the circumstances may be accepted.

Below are examples of substantiation that is insufficient. Because the substantiation is insufficient, such expenses will not be reimbursed until adequate substantiation is provided.

Examples of insufficient substantiation:

- A copy of a credit card statement showing mobile phone charges for calls made but with no indication on the expense report or on the credit card statement of the persons called. The names of the individuals called must be recorded on the expense report or on the statement if there is insufficient room on the expense report.
- An original credit card receipt indicating a restaurant charge, but no indication on the expense report or on the receipt of the persons present or the business purpose of the expenditure.
- The top sheet of a telephone bill showing total monthly charges, but no detail of the costs of calls made and to whom made.

Where expenditure is unusual in type or amount, an explanation should be included on the expense report or attached to the supporting receipt. If the explanation is attached to the supporting receipt, a notation should be included on the expense report. Where expenditure requires approval, evidence of that approval should be attached to the supporting receipt and a notation of that fact should be included on the expense report.

Foreign Expenses

Where business expenses are incurred in another country, employees are permitted to translate foreign expenses to local currency using one of the following methods:

1. Using the actual local currency equivalent of the business expense as charged on the individual's credit card.
2. The applicable exchange rate on the last business day of the week in which the expense was incurred. Daily exchange rates can be sourced from the internet (e.g., Yahoo, Oanda). A copy of the exchange rate used from the online site should be included with the expense report.

Where subsequent receipt of a credit card statement reveals an employee has under or over claimed expenses using the second method, an adjusting claim must be made on a separate expense report categorizing those expense categories to which the under claim relates. A detailed reconciliation supported by the credit card statement and the original expense report will need to be provided.

Employees traveling to countries that levy VAT (Value Added Taxes) or GST (Goods and Services Taxes) should ensure that original receipts are submitted with the expense report. This will ensure the Company reclaims the correct taxes under the reclaim procedures for these countries.

Authorization Procedures

Where more than one employee participates in a business activity and joint costs are incurred, the individual at the highest level of authority is required to report the expense.

You must complete a Pre-Trip Authorization Form, as applicable, before any airfare, hotel and/or car rental expenses can be incurred. The form must be completely filled out and approved by a Finance Director before any flight can be ticketed. If a requisition form is not approved in advance of ticketing, airline purchases may not be reimbursed. International travel requisitions must have prior approval by the department head.

The Company has instructed its authorized travel agency not to accept phone reservations and to book travel only if the proper form has been submitted as applicable. Under no circumstances may you approve your own travel requisition. The form will be returned if you have not provided all of the required information.

Departmental Authorization Limits

All expense reports must be approved by a Group Director/department head as applicable or higher position prior to submission to Finance for approval and processing.

All employee-submitted expenses will be reviewed by the Finance and Corporate Accounting Departments for compliance with the policies and procedures outlined in

this manual. Reimbursement is subject to approval from Finance and Corporate Accounting.

Department Head and Executive Authorization

Expense reports for Group Directors and higher positions should be submitted directly to the Managing Director.

OFFICE SPECIFIC POLICIES

Pet Friendly Policy

Serino Coyne is obligated to follow the building's pet policy, which only allows certified emotional support service animals to be brought on the premises, however, there is a stringent application process. If this is something that you would like to consider, please contact Human Resources.

Biking to Work

The 1285 HUB building offers a convenient opportunity to secure your bicycle should you choose to ride to work at any time throughout the year. The entrance for the bike storage facility is located on the 52nd street loading dock side of the building. Should you choose to take advantage of the amenity, be aware of the following:

- your building picture ID is to be presented to the attendant on-site
- sign-in on the log
- a ticket will be issued to you and you must return the sticker to the attendant when retrieving your bicycle
- bring your own bike lock

Access to the loading dock bike storage facility is generally available during normal business hours (Monday- Friday: 9:00 a.m. – 5:00 p.m. (212) 554-3035). Although there is no opportunity for your bicycle to be stored overnight, there may be certain exceptions contingent upon extenuating circumstances, such as severe inclement weather where leaving your bicycle overnight may be allowed.

Wellness Room (Lactation Room for Nursing Mothers)

There is a Wellness Room located on the 5th floor in the general pantry area, and nursing mothers can make reservations and access this room by simply making a request via the Condeco app and collect the key from the 5th floor Receptionist before the designated appointment time. Please be considerate and keep your appointment time as there may also be other nursing mothers among the various agencies we share the 5th floor with who may also need access to the Wellness room.

The Wellness room contains a small refrigerator, a table, a chair/couch, and soft lighting for your needs.

1285 HUB – Corrigo (Office Facilities) Portal Access/Users

The 1285 Office/Facilities HUB guidelines require a request ticket be submitted via the Corrigo portal, for any building-related issue to be addressed. For all 5th floor office services/facilities needs/requests such as (lost building picture ID, electrical, plumbing, heating/Air Conditioning, office lock-out, workspace moves, painting, handyman, etc....), employees may access the Corrigo portal where all requests are to be submitted. Please be aware when there is a cost associated with your request ticket, the building will request CFO approval.

Link for Corrigo Customer Request Website below:

<https://das.okta.com/>

Sensitive Content on Accounts

Live theatre is expected to be engaging, bold, provocative, sometimes controversial, and the Company is committed to bringing live entertainment to theatre audiences. On rare occasions, employees may encounter content that they are assigned to work on that may contain matters with which they are uncomfortable. Should this be the case, you are strongly encouraged to bring this to the attention of HR to allow them to address the matter appropriately.

Complimentary Theater Tickets

There are occasions when you will have the opportunity to sign up for complimentary theater tickets when offered by our clients or other business associates.

Complimentary tickets are offered in limited quantities with the intention to afford our employees the opportunity to see shows. Please be sure the tickets you request are for your own use. In cases where there is limited interest or larger quantities and all employees have had the chance to request a pair of tickets, you may sign up for additional tickets using your own name.

If you sign up for tickets, it is your responsibility to ensure the tickets are used for that performance and whomever attends stays for the entire show. Additionally, you need to be an enthusiastic audience member; no negative comments are to be made while in or near the theater, as we must show positive support for the shows we represent.

You should not talk about being given “free” tickets publicly or on social media. Sharing pictures of tickets that indicate “comp” or equivalent where the price would be listed is not permitted.

If the tickets are gifted to a family member or friend, it is your responsibility to relay this audience member etiquette to them.

NOTE: Complimentary tickets must not be resold under any circumstance. Violation of this policy will result in your termination.

Legal Advice

Serino Coyne's legal counsel is with our parent company, Omnicom Group Inc. If you believe you have any business-related legal matter that needs review, please see the CFO as he/she is the primary contact for all legal issues and will work directly with the legal team to address all legal matters. Most legal questions which apply to our business are extremely complicated and require the opinions of qualified experts. Do not provide legal opinions or your interpretation of what the law is or should be without appropriate legal consultation.

Office Appearance & Etiquette

The appearance of the Company is important in maintaining the respect of clients and the solicitation of new business. Every effort should be made to maintain a clean and neat appearance in the office and by all work areas. Desktops should be kept neat and orderly. Avoid stacking things on top of the file cabinets or on the floor around your desk.

Additionally, everyone is expected to be respectful of their neighbors across the floor. Below are some office etiquette guidelines:

- Unless necessary, do not talk across the aisles
- Keep overall noise level to a minimum
- Be mindful of colleagues who are on calls
- Keep mobile devices in a silent/vibrate mode
- Mute all computer notifications
- Use headphones when watching videos or listening to music

HUB Clear Desk Policy

What is a clear desk: Clear desk implies no personal or professional effects left in the space at the end of the workday. This includes personal items and individual technology on the desk, in meeting rooms and common areas, and surrounding walls and horizontal surfaces (i.e., posters, items left on windowsills, decorations, or marketing materials). It is up to the Agency to decide the appropriate storage location for shared team items.

All employees should actively manage data and documents to reduce the risk of security breach and information theft and to leave a clean desk for colleagues to use the following day, should you be out of the office. All unnecessary sensitive hardcopy material must be shredded or put in a Third Party (e.g., Iron Mountain) secure shredding bin daily.

- **Laptops & Computers:** Laptops and computers should be physically always secured when left unattended. Laptops should never be left unattended in a car, train, plane, or hotel room. If you leave your desk for a short period of time, please make sure that confidential material is not accessible, and your computer is locked so that your screen is clear, and your computer cannot be accessed.
- **Commons Areas:** All employees are responsible for any material left in common areas, including information sent to printers, materials left in conference rooms and open seating areas. Please ensure that printers and common areas are checked regularly, and materials are securely disposed of if found.
- **Whiteboards and Bulletin Boards:** All employees are expected to erase whiteboards in meeting rooms at the end of each meeting. Bulletin boards and whiteboards should not have any restricted or confidential data permanently affixed to them unless:
 - It is being actively worked on
 - The board is not in plain view of unauthorized employees
 - The board is not in view of the public

Participation in Vendor or Client Activities

There may be times when employees are given the opportunity to participate in a vendor sponsored excursion or entertaining activity or client related campaign or event (e.g., luncheons, Fan Day, Testimonial, Opening Night, The American Theatre Wing's Tony Awards ® or other related events). Please be aware that these are self-elected activities that are not to be considered part of your work hours.

New York HERO Act: Airborne Infectious Disease Exposure Prevention Plan

The purpose of this plan is to protect **Serino Coyne** (the "Company") 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 (an "Outbreak Designation"). 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 (see below).

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.

I. RESPONSIBILITIES

This plan applies to all employees of **Serino Coyne**, and all work sites:

1285 Avenue of the Americas, 5 th Fl, New York NY 10019

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/Email
Marina Manrique	Sr. HR Generalist	Remote	mmanrique@serinocoyne.com
Catherine Reid	CFO	1285 Avenue of the Americas, 5 Fl, New York NY 10019	creid@serinocoyne.com
Matt Upshaw	CEO	1285 Avenue of the Americas, 5 Fl, New York NY 10019	mupshaw@serinocoyne.com

I. 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 above 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: When in use, face coverings 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.

- **Effective February 10, 2022:** Employees will wear appropriate face coverings in accordance with guidance from State Department of Health or the Centers for Disease Control and Prevention, as applicable. Consistent with the guidance from the State Department of Health, if indoor areas do not have a mask or vaccine requirement as a condition of entry, appropriate face coverings are recommended, but not required. It is also recommended that face coverings be worn by unvaccinated individuals, including those with medical exemptions, in accordance with federal CDC guidance. Further, the State’s masking requirements continue to be in effect for pre-K to grade 12 schools, public transit, homeless shelters, domestic violence shelters, correctional facilities, nursing homes, health care, child care, group homes, and other sensitive settings in accordance with CDC guidelines. New York

State and the State Department of Health continue to strongly recommend face coverings in all public indoor settings as an added layer of protection, even when not required

5. **Physical Distancing:** Physical distancing will be used, to the extent feasible, as advised by guidance from State Department of Health or the Centers for Disease Control and Prevention, as applicable.

In situations where prolonged close contact with other individuals is likely, use the following control methods:

- 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 curbside pickup;

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 III 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. During an Outbreak Designation, the Company will determine if the following are necessary:

1. Elimination: The Company will consider the temporary suspension or elimination of risky activities where adequate controls would not provide sufficient protection for employees.
2. Engineering Controls: The Company will consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate workers 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:
Improved ventilation practices that are meant to deliver more clean into an occupied area and exhaust the contaminated air to a safe location. This may include natural ventilation (e.g., opened windows) and adequately working AC Systems to assure proper air circulation and use of higher-efficiency air filters in the air handling system.
Increased cleaning and disinfection, particularly of frequently touched surfaces and communal areas, to limit the spread of the infectious agent. The Company will make also make available wipes and other cleaning materials for employees to use for their personal workstations, as needed.
Installed partitions and/or other physical barriers as necessary, and use of visual cues (e.g., signs, tape marks, etc.) to indicate where to stand or sit where physical barriers are not possible and/or reflecting one-way direction of traffic.

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;

Administrative Controls Utilized/Location:

PPE/face coverings will be made readily available for employees.

The worksite will be equipped with soap dispensers and hand sanitizer to promote frequent hand hygiene.

Signage will be posted reminding employees of respiratory etiquette, masks, handwashing and distancing.

When necessary, seating and occupancy limits would be adjusted, and staggered work schedules will be considered, to allow for distancing.

Limited use of shared workstations and shared equipment.

Limiting length of live meetings in communal spaces.

Employees will be trained on all safety measures.

- 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:

4. 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:

Face coverings/masks will be made available to employees, at no cost, to wear in the office.

Masks may not be shared and should be discarded after each use (if disposable).

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.

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.

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](https://www.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. The Company 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 Company 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 Company, where delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under applicable law).
- 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 Company 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. Plan revisions are documented below:

Plan Revision History			
Date	Participants	Major Changes	Approved By

VII. RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

The Company and its officers and agents, and any person acting as or on behalf of the Company, will not 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 the Company, 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 Company verbally or in writing, including electronic communication, of the inconsistent working conditions and the Company's failure to cure or if the Company knew or should have known of the consistent working conditions.

Notification of a violation by an employee may be made verbally or in writing to **Human Resources** at **mmanrique@serinocoyne.com**, and without limitation to format including electronic communications. To the extent that communications between the Company and an employee regarding a potential risk of exposure are in writing, they shall be maintained by the Company 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.

FOR YOUR SAFETY

Introduction

The Company has set up these emergency and security measures for your own safety, for the safety of our possessions and equipment, and for the security of our clients and other confidential information. The Company counts on you to help others and help yourself by observing these rules, especially where confidentiality is concerned. Violation of these procedures may subject you to disciplinary action up to and including termination.

Remember, always do your best to stay calm and take the appropriate action steps regardless of the situation. Whether the situation is fire/smoke, illness/injury, theft or trespasser, you should think before you act. Your safety and well-being are important to the Company, so please review the following carefully.

Medical Emergencies

Serious Accident or Illness Emergencies

If you become ill or suffer an accident on the job, your supervisor/manager, or a designate, will take the following steps to assure your well-being.

Determine the seriousness of the illness - If an ambulance is necessary, your supervisor will call 911 first, and then will alert the Human Resources Department as well.

Seek medical attention - If you are able to move freely, your supervisor/manager will arrange to get you to a doctor immediately. They may send another employee along to help you.

Non-Emergency Medical Situations

If you become ill or suffer an injury that is not an emergency, you and your supervisor/manager should decide whether you ought to go home, go to a doctor or return to work. Your supervisor/manager is responsible for notifying the Human Resources Department. A Human Resources representative may need to talk with you directly about your illness or injury.

It is a violation of Company policy to fail to report any work-related injury or illness to management. Employees are required to immediately report any work-related injury or illness to management, or any suspected work related injury or illness to management as soon as the employee becomes aware of the injury or illness. Reporting work-related injuries and illnesses is critical to the wellbeing of Company employees, and enables the Company to ensure appropriate medical care and treatment are provided to injured or

ill employees and to investigate and correct potential hazards in the workplace. Employees are subject to discipline for violations of these safety rules. Please note that it is a violation of Company policy for any employee who reports an injury or illness to be retaliated against because the employee has reported a work-related injury or illness.

Fire Emergencies

The Company urges all employees to adopt a common-sense approach to fire prevention. Aisles and hallways are to be kept clear of cartons, furniture, debris, etc. Employees should familiarize themselves with the fire exits on their floors.

In the unlikely event of a fire, you should follow the Fire Safety Plan of your respective office building designed by the local Fire Department that assures the systematic, safe and orderly evacuation of personnel through specific procedures and methods of exit.

Remember to never use elevators to evacuate a floor! The only exception is if stairways serving the fire floor or any of the floors above are unusable, the local Fire Department may authorize the use of elevators they know to be safe. Should an employee discover a fire, do not attempt to fight it. Close all doors to the fire area. Alert a designated office Fire Warden or Fire Department at 911, if available in your location.

Security Procedures

The Company has established security guidelines so that all employees may enjoy a safe and secure work environment. All employees, for the welfare of the Company, as well as, secure and safe practices regarding the Company's client materials, must observe the following procedures. Be sure to keep personal and business valuables in a safe place. Desks and cabinet drawers should be locked, and keys should not be left in an unlocked drawer.

Company Property

You are personally responsible for any Company property that you utilize and you should therefore exercise care to safeguard such property. If you neglect this duty, you may be accountable for any loss or damage that may result.

Personal Property

You are personally responsible for any personal property kept on Company premises. The Company does not assume any responsibility for loss, damage or repairs. Your homeowner's or renter's policy should cover theft or damage subject to whatever deductibles were chosen. You are responsible for securing your personal property during working and non-working hours.

Building Access

The main lobby security personnel at 1285 Avenue of the Americas, NYC is open 24

hours a day/ 7 days a week. When attempting to gain entry to the building, you will need to swipe your Serino Coyne photo I.D. which is, generally issued during the first week of employment. When entering the building on the weekends, you will be required to present your building issued picture ID as well as sign in/out in the logbook by the Building's Security personnel in the lobby. If your photo I.D. is lost, you need to notify Human Resources to order a replacement card on your behalf. This is important to avoid any security risk.

Visitors

Company receptionists are responsible for screening everyone who enters our office space. Please be cognizant of your respective building's policy as well.

If you're expecting a visitor, client, or family member/friend, please send an e-mail to the 5th floor Receptionist at 1285ny@omcworkplace.com and include the individual's name (first and last) and the approximate date/time of their arrival. This will ensure the names of the visitors are presented to the building's security personnel in the main lobby. All guests must be greeted in the Reception/Client Concierge area on the 5th floor and escorted through the agency on arrival and departure. Guests should not wander through the agency unescorted.

Messenger Access

All pick-ups and drop-offs must be coordinated via our Production Assistant. At times The Company may offer to ship personal items for you for your convenience. Please be aware that is considered a personal expense and you are expected to reimburse The Company for the cost. Additionally, The Company is not responsible for any damage that might have happened during shipment.

Package/Equipment Pass

To remove a box or large package from the office, including any personal items, you will need to inform our Production Assistant (Alhagie Touray), because they will need to inform the building's management office, via the Corrigo HUB Office facilities portal, and request a building pass for the item(s). You will then be provided with a Building Package Pass once we've been alerted the pass is ready for pick-up. This building package pass must be presented to the lobby security personnel upon leaving the building.

Inspection

The Company provides its employees with the use of various property and facilities which are necessary in the performance of their work. The Company, at all times, retains full title and control, including the right of inspection, over such property or facilities.

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises and it requires the cooperation of all employees in administering this policy.

The Company also wishes to discourage theft or unauthorized possession of property belonging to employees, the Company, and visitors, and to ensure its access at all times to Company property, records, documents and files. Accordingly, although the Company may provide offices, furniture, desks, lockers, file cabinets, files, computer disks and files, and other storage devices for its employees, they remain the sole property of the Company at all times, and they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, with or without prior notice.

To facilitate enforcement of this policy, the Company reserves the right to conduct inspections, at Management's discretion, of: (1) the contents of all packages, bundles, boxes, tote bags, knapsacks, purses, suitcases, briefcases, lunch pails, tool boxes, or other containers taken into or out of Company premises; (2) all offices, desks, lockers, and work stations; and (3) all motor vehicles on Company premises. Whenever practicable, the Company will conduct the inspection in the presence of the employee working in the particular location involved. However, in emergencies or other appropriate circumstances, the Company reserves the right to conduct an inspection without the presence of the employee involved. A refusal to permit an inspection requested by Management may result in immediate termination. Because an inspection might result in the discovery of an employee's personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to the Company. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

Prior authorization must be obtained before any Company property may be removed from the premises.

NEW YORK ADDENDUM

The following policies apply to the Company's New York employees only. If there is a conflict between the policies contained in the rest of this Handbook and in this Addendum, the policy contained in this Addendum controls. If any New York employee has a question regarding the policies contained in this Addendum, or any other matter, they should contact the Human Resources department.

New York Meal Periods

Employees who work shifts of more than six hours that extend over the hours of 11:00 AM to 2:00 PM must take an unpaid 30 minute meal period between the hours of 11:00 AM and 2:00 PM. An employee whose shift begins before 11:00 AM and extends past 7:00 PM must take an additional unpaid 20 minute meal period between the hours of 5:00 PM and 7:00 PM. Employees who work shifts of more than six hours between the hours of 1:00 PM and 6:00 AM must take an unpaid 45 minute meal period midway through their shifts.

Crime Victim/Witness Leave

Employees are permitted unpaid leave to attend court proceedings, consult with the district attorney, or exercise rights provided by law in the following circumstances:

- the employee is a victim of an offense, or the employee's next of kin is a victim, or the employee is a deceased victim's representative, a good Samaritan, or pursuing an application or enforcement of an order of protection under the criminal procedure law or family court act; or
- the employee is subpoenaed to attend a criminal proceeding as a witness.

Employees must notify their supervisor or Human Resources of their intent to appear as a witness prior to the day of attendance. The employee must provide written certification of their service by the party who sought the employee's attendance. Employees may elect to use their accrued vacation for this absence, if applicable.

Family Military Leave

Eligible New York employees are entitled to take up to 10 days of unpaid Family Military Leave when their military spouse is on leave from deployment during a time of military conflict. To be eligible, an employee must work for the Company an average of at least 20 hours per week, and be the spouse or registered domestic partner of a member of either:

1. United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
2. National Guard or Reserves who has been deployed during a period of military conflict.

Employees wishing to take Family Military Leave must provide notice to the Company within two business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The employee also must provide documentation certifying that the time period of the military spouse's leave from deployment matches the dates that the employee is requesting leave. Retaliatory employment actions directed against an employee for requesting or obtaining leave pursuant to this policy are prohibited.

Blood Donation Leave

Employees who work at least 20 hours per week may take up to three (3) hours of unpaid leave in any twelve (12) month period to donate blood. Retaliatory employment actions directed against an employee for requesting or obtaining leave pursuant to this policy are prohibited.

Bone Marrow Leave

Employees who work at least 20 hours per week are permitted an unpaid leave of absence of up to a total of 24 work hours to undergo a medical procedure to donate bone marrow or determine if the employee is a proper donor. The length of each leave will be determined by a physician, but may not exceed 24 work hours, unless agreed to by the Company. Employees may elect to use their accrued vacation or sick time for this absence, where applicable.

Voting

Registered voters who do not have at least four (4) consecutive hours outside of scheduled working hours to vote, will be provided up to two (2) hours of paid time off on an election day to vote in city, county, state and national elections. Employee must inform their manager two (2) to ten (10) working days in advance if they require time away from the office to vote.

New York's Disability Benefits Law

All employees who have been employed by the Company or another covered employer for at least four consecutive weeks are covered under New York's Disability Benefits Law, which provides financial benefits if you are disabled by an off-duty injury or illness, as set forth under the law. Benefits are paid for a maximum of 26 weeks of disability during 52 consecutive weeks. However, there is a 7-day waiting period for which no benefits are paid. You may elect to use your accrued vacation or sick time during this period. Benefit rights begin on the eighth consecutive day of disability.

The Company may collect employee contributions, to offset the cost of providing this benefit, in the form of a payroll deduction. This deduction is computed in accordance with the applicable rate as defined by New York Law.

Smoking

The Company is committed to enforcing the provisions of the New York Public Health Law, New York City Smoke-Free Air Act and other laws applicable to our offices.

Accordingly, smoking and the use of e- cigarettes is not allowed in the Company's offices. E-cigarettes include e-hookahs, e-cigars, vape pens and similar products.

However, the Company will not discriminate against individuals who use or do not use tobacco products outside of the workplace during non-work hours, provided that the employees comply with the Company's smoking policy during work hours.

Employees with any complaints regarding violation of this policy should report the matter to Human Resources without fear of retaliation. No retaliatory adverse action will be taken against anyone who attempts to exercise their rights under this policy.

Lactation Accommodations

Pursuant to Section 206-c of the New York Labor Law, nursing employees have a right to receive and the Company will provide reasonable break time each time employees have a need to express breast milk for up to 3 years after childbirth.

While the length and frequency of breaks an employee may need will be unique to each individual, the break time provided will be no less than 20 minutes every 3 hours, regardless of whether the employee works in-person or remotely. If a designated lactation room is not close to an employee's work area, the break time can be at least 30 minutes. Employees are not required to work during these breaks; however, they may voluntarily choose to do so and they will not be required to make up the break time.

Additionally, the Company will provide as an accommodation to nursing employees access to a lactation room and refrigerator suitable for breast milk storage, both of which will be in reasonable proximity to the employee's work area. The lactation room will be a private sanitary place, other than a restroom/toilet stall, that can be used to express breast milk and is shielded from view and free from intrusion. The room will be well-lit and will include an electrical outlet, a chair, a working surface on which to place a breast pump and other personal items, and nearby access to clean running water. The room will have a door equipped with a functional lock; however if that is not possible, the Company will make available a sign advising that the space is in use and not accessible to others. If the designated lactation room is also used for another purpose, then the sole function of the room will be as a lactation room while an employee is using the room to express breast milk, and the Company will provide notice to other employees that the room is given preference for use as a lactation room.

Employees have the right to request the use of a lactation room and may do so by submitting their request to Human Resources in writing, who will respond to such request within 5 business days. In the event that 2 or more employees need to use the lactation room at the same time, they should coordinate a schedule with the Human Resources Manager.

If an employee's request for a lactation room poses an undue hardship to the Company by causing significant difficulty or expense based on the Company's size, financial resources, nature, and business structure, the Company will engage in a cooperative dialogue with the employee, in accordance with the Company's Reasonable Accommodations and Cooperative Dialogue Policy. The Company will not deny an employee the right to express breast milk in the workplace simply due to difficulty in finding a location.

The Company strictly prohibits discrimination or retaliation against an employee for expressing breast milk in the workplace or for exercising their rights under this policy. Employees who have been subjected to such behavior should immediately notify Human Resources. Alternatively, they may contact the New York State Department of Labor's Division of Labor Standards at 1-888-52-LABOR or LSAsk@labor.ny.gov.

This policy will be interpreted and applied in accordance with Section 206-c of the New York Labor Law, Sections 8-102 and 8-106 of the New York City Administrative Code, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy.

Workplace Posters

In accordance with applicable law, the Company has posted in a conspicuous place in our workplace posters notifying employees of their rights under various federal, state, and local employment laws. Digital copies of these posters will soon be available and details will be shared.

Westchester Safe Time Leave Policy- Westchester Employees Only

Applicability

Employees who work in Westchester County for more than ninety (90) days in a calendar year are entitled to take up to 40 hours/5 days of paid safe time leave (STLL) when the employee is a victim of domestic violence or human trafficking. Domestic violence includes family offense matters, which includes multiple criminal acts (including but not limited to, harassment sexual abuse, stalking, criminal mischief, reckless endangerment, strangulation, attempted assault, identity theft and grand larceny) between spouses or former spouses, or between parent and child or between members of the same family or household. Paid safe time leave under this policy is in addition to paid sick/personal time that Westchester employees are eligible to receive under the Company's Paid Sick and Personal Time Policy.

Use of STLL

Employees are permitted absences under STLL for any of the following reasons:

- Attending or testifying in a criminal and/or civil court proceeding relating to domestic violence or human trafficking; and/or
- To move to a safe location.

Documentation

The Company may require an employee to provide reasonable documentation to ensure that leave under STLL is being used for permissible reasons. Such documentation may include a court appearance ticket or subpoena, copy of a police report, affidavit from an attorney involved in the relevant court proceeding, or an affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and human trafficking. Any information obtained by the Company regarding an employee or employee's family member in connection with an employee's use of paid safe time under this policy will be treated as confidential and will not be disclosed, except as authorized by the employee and/or as required by law.

Eligible employees who assert their rights to receive or use paid safe time will not be retaliated against.

Reporting Absences

When use of sick leave or safe time is foreseeable, the employee is required to make a good faith effort to provide advance notice and shall make a reasonable effort to schedule the sick time in a manner that doesn't unduly disrupt the employer's operations.

Separation From Employment

The Company does not pay out or otherwise reimburse employees for unused STLL upon separation from employment.

Abuse

Misuse of STLL is grounds for discipline, up to and including termination.

No Retaliation

Employees will not be retaliated against for exercising any STLL rights under this policy or filing a complaint about an alleged violation of STLL. Any employee who believes that they have been subject to such retaliation must immediately report the incident either to their supervisor (or if the direct supervisor is involved, to the next higher supervisor), or your Human Resources representative.

Eligible employees will receive all paid safe leave required by law, and this policy will be interpreted and applied, in accordance with Westchester County's Safe Time Law, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Furthermore, the organization retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

New York Earned Sick & Safe Time Policy

Applicability

This policy applies to all employees who work in New York. All employees who perform work for the Company in New York, including those employees who telecommute in New York, are eligible for New York paid sick and safe time (ESST) under this policy.

ESST for Regular Employees

To satisfy the New York City Earned Safe and Sick Time Act (the "ESSTA") and the New York Paid Sick Leave Law, New York employees who are eligible for sick/personal days under the Company's Sick and Personal Time Policy employees who are eligible for sick/personal time under the Sick and Personal Time Policy in the Handbook are permitted to use such time for any of the Covered Reasons described below without any condition on such use which is otherwise prohibited by the ESSTA. Employees who are eligible for sick/personal time under the Sick and Personal Time Policy in the Handbook are not eligible for additional paid sick/safe time under this policy, however they are still

subject to the notice, usage, and documentation requirements below when using sick/personal time for a Covered Reason.

ESST for Non-Regular Employees

All other New York employees who are not regular, full-time or regular, part-time employees and who are not covered by the Company's Sick and Personal Time Policy are eligible to accrue one (1) hour of ESST for every thirty (30) hours worked, up to 40 hours/5 days of ESST per year. Such time will begin accruing immediately upon hire. For purposes of this policy, exempt employees will be deemed to have worked forty (40) hours each workweek. Unused accrued ESST will be carried over to the following calendar year, but eligible employees may not use more than 40 hours/5 days] of ESST in any calendar year.

Using ESST

Nonexempt may determine how much sick time they need to use, but no less than one (1) hour of sick time may be used at a time.

Exempt employees may determine how much sick time they need to use, but no less than four (4) hours of sick time may be used at a time. Absences for partial days are paid as regular hours, except when the employee is on an approved intermittent or reduced schedule leave.

Newly hired employees who have not yet accrued 4 hours or 1 hour of PSST, as applicable, can use PSST in an increment equal to the amount of PSST they have available.

When using ESST, employees are paid at their regular hourly rate or salary in effect at the time they take ESST.

Employees are permitted to use ESST for any of the following reasons ("Covered Reasons"):

- An employee's own mental or physical illness, injury or health condition, or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventive medical care;
- An employee's need to care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care ("family member" includes an employee's child, spouse, domestic partner, sibling, parent, grandchild or grandparent or the child or parent of an employee's spouse or domestic partner, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, as these terms are defined under applicable law; contact your Human Resources representative for more information);
- Closure of an employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or

- Safe time when an employee or their family member is the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking, including time to do the following:
 1. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program;
 2. To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters;
 3. To meet with an attorney or social worker to obtain information and advice on, or to participate in any criminal or civil proceeding related to family offense matters;
 4. To file a complaint or domestic incident report with law enforcement;
 5. To meet with a district attorney's office;
 6. To enroll children in a new school; or
 7. To take any other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

ESST may not be taken for any other purpose.

To protect employee (and family member) privacy employees need not disclose the underlying reason for a medical or dental appointment or any specific diagnosis information related to a medical condition.

Reporting Absences

Eligible employees should provide reasonable notice of use of ESST when the need to use ESST is foreseeable orally or in writing (including via telephone or email) to their manager or Human Resources. Where such need is not foreseeable, employees should provide notice as soon as practicable.

Documentation

Unless using ESST during an approved leave of absence (including intermittent or reduced schedule leave - see the Family and Medical Leave Policy), employees who are absent for more than three consecutive days are required to provide documentation to verify the need for ESST. Employees can submit reasonable documentation to Human Resources via email. For purposes of this policy, reasonable documentation includes: 1) documentation signed by a licensed health care provider, licensed clinical social worker, licensed mental health counselor, or other licensed health care provider indicating the need for the amount of ESST taken; or (2) an attestation from the employee of their eligibility for ESST. Employees will be allowed a minimum of 7 days from the date they return to work to obtain such documentation. The Company will reimburse employees

for all reasonable costs or expenses incurred for the purpose of obtaining such documentation. Employees can request such reimbursement for reasonable fees and costs incurred in connection with obtaining such documentation by emailing Human Resources, which should include receipts or other proof of such fees and costs.

The Company will not ask employees to provide details about the medical condition or personal situation that led the employee to use ESST. Any information the Company receives about the employee's use of ESST will be kept confidential and will not be disclosed to anyone without the employee's written permission or as required by law. Employees will be paid for ESST used no later than the payday for the next regular payroll period beginning after the paid sick time was used by the employee, unless the Company has asked for reasonable verification documentation, in the event the employee is absent for more than three (3) consecutive days. In such a case, the Company will not pay sick leave until the employee has provided such documentation or verification, unless otherwise prohibited by applicable law. As noted above, employees will be allowed a minimum of 7 days from the date they return to work to obtain such documentation. If an employee delays or fails to provide such documentation in the required time period, the employee will not be paid for the paid sick time until the employee has provided such documentation or verification, unless otherwise prohibited by applicable law.

Separation From Employment

The Company does not pay out or otherwise reimburse employees for unused ESST upon separation from employment. When there is a separation from employment and the employee is rehired within six (6) months of separation, previously accrued unused ESST will be reinstated and such employee will be entitled to use such accrued paid sick time at any time after such employee is rehired.

Abuse

The Company may take disciplinary action, up to and including termination, against an employee who uses ESST for purposes other than the above covered reasons. Indications of abuse of ESST may include, but are not limited to, a pattern of use of unscheduled sick time on or adjacent to weekends, regularly scheduled days off, holidays, vacation, and/or taking scheduled sick time on days when other leave has been denied.

No Retaliation

Employees will not be retaliated against for exercising any rights guaranteed under the ESST Act, the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law), or under this policy. Any employee who believes that they have been subject to such retaliation must immediately report the incident either to their supervisor (or if the direct supervisor is involved, to the next higher supervisor), or your Human Resources representative.

Eligible employees will receive all paid sick/safe leave required by law, and this policy will be interpreted and applied, in accordance with New York City's Earned Safe and Sick Time Act, the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law), regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the

Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Temporary Work Schedule Changes – For New York City Employees Only

New York City law generally provides that eligible employees in New York City are entitled to request and receive two (2) temporary work schedule changes per calendar year, for up to one (1) business day per request, where such request is due to a Personal Event (as defined below). For purposes of this policy, a “temporary work schedule change” means a limited alteration in the hours, times and/or locations where an employee is expected to work and includes (but is not limited to) using paid time off, working remotely, swapping or shifting work hours and/or using short-term unpaid leave. Eligible employees may request and receive temporary work schedule changes beginning on their 120th day of employment.

A temporary work schedule change may be requested for any one of the following reasons (“Personal Events”):

- The need for a caregiver to provide care to a minor child or care recipient.
- An employee's need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee's care recipient is a party; or
- Any Covered Reason under the NYC Earned Safe and Sick Time Act (see above New York Earned Sick & Safe Time Policy)

For purposes of this policy, a “caregiver” means a person who provides direct and ongoing care for a minor child or a care recipient. A “care recipient” means a person with a disability who is (i) a family member or a person who lives in the caregiver's household and (ii) relies on the caregiver for medical care or to meet the needs of daily living.

An employee may choose to use two (2) business days for one temporary work schedule change, in which case the employee will not be entitled to a second request for a temporary work schedule change for the remainder of that calendar year.

Notice

Eligible employees must notify their direct supervisor or Human Resources as soon as they become aware of the need for a temporary work schedule change and inform their supervisor or Human Resources that the change is needed due to a Personal Event. Employees should also indicate the type of temporary work schedule change they are requesting (e.g., use of paid time off, working remotely, etc.) at the time they give such notice. Notice of the need for a temporary work schedule change and the type of change being requested may be provided verbally or in writing. The Company will respond to this initial request as soon as is practicable.

To the extent that the employee's initial request is made verbally, the employee must follow up with a request in writing (email is fine) no later than the second business day after the employee returns to work following the temporary work schedule change. This

written request should state: (1) the date for which the temporary work schedule change was requested; (2) the type of change requested; and (3) that the change was due to the employee's Personal Event.

Upon receiving the employee's written request, the Company will provide the employee with a written response within 14 days stating: (1) whether the Company agrees or has agreed to the temporary work schedule change in the manner requested by the employee, or whether the Company agrees or has agreed to provide the temporary work schedule change as leave without pay; (2) if the Company is denying the request for a temporary work schedule change, the reasons for such denial; and (3) how many requests and business days the employee has left in the calendar year for temporary work schedule changes taking into account the Company's decision in the written response.

Interaction with Leave Taken Under NYC Earned Safe and Sick Time Act

If the temporary work schedule change requested by an employee is to use paid time off for a Covered Reason under the NYC Earned Safe and Sick Time Act (see above New York Earned Sick & Safe Time Policy) such paid time off will run concurrently with any PTO available for the employee to use, per the Company's policies. The employee may, but is not required, to use any accrued ESST for a temporary work schedule change for a Covered Reason under the NYC Earned Safe and Sick Time Act.

NYC Reasonable Accommodations and Cooperative Dialogue Policy

In accordance with the New York City Human Rights Law, the Company will provide reasonable accommodations for employees who may require an accommodation: (i) related to a disability; (ii) related to pregnancy, childbirth or a related medical condition; (iii) for religious needs; or (iv) for needs as a victim of domestic violence, sex offenses or stalking. A reasonable accommodation is a change made to the work schedule, job duties and/or work environment of an employee to accommodate their specific needs and allow them to perform the essential functions of their job.

To initiate the process of determining a reasonable accommodation, the employee and the Company will begin a cooperative dialogue. The cooperative dialogue between the employee and the Company involves an evaluation of the employee's accommodation needs, consideration of potential accommodations that may address such needs, including alternatives to a requested accommodation, and possible accommodations that would allow the employee to perform the essential requirements of their job without creating an undue hardship for the Company.

For employees who are victims of domestic violence, potential reasonable accommodations under this policy may include granting reasonable time off from work for the employee to do the following: (i) seek medical attention for injuries caused by domestic violence; (ii) obtain services from a domestic violence shelter, program, or rape crisis center or obtain psychological counseling; (iii) participate in safety planning or to take other actions to increase safety from future incidents of domestic violence; and/or (iv) obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.

Employees who have the need for a reasonable accommodation under this policy may contact Human Resources in person, by phone, by e-mail. Upon receipt of an accommodation request, Human Resources will contact the employee to discuss the employee's needs and consider the possible accommodations that would allow the employee to perform the essential requirements of their job or enjoy the right(s) in question, without creating an undue hardship for the Company.

Employees requesting an accommodation due to disability, pregnancy, childbirth, or a related medical condition may be required to provide medical certification from their health care provider that includes the health care provider's diagnosis of the employee's condition, specific limitations or restrictions, and suggested accommodation(s).

The Company will determine the feasibility of the requested accommodation by considering various factors, including, but not limited to, the nature and cost of the accommodation, the Company's overall financial resources and organization, and the accommodation's impact on the Company's operations, including its impact on the ability of other employees to perform their duties and on the Company's ability to conduct business.

Once a conclusion is reached, either to offer the requested accommodation or an alternative accommodation, or that no accommodation can be made, the Company will promptly provide the employee with a final written determination identifying specifically any accommodation granted or denied.

The Company is also committed to complying with all applicable provisions of the Americans with Disabilities Act, the New York State Human Rights Law, and the New York City Human Rights Law. In accordance with these laws, it is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting a reasonable accommodation in good faith.

New York State Paid Family Leave

Eligible employees may take New York State Paid Family Leave ("PFL"). The Company will obtain PFL insurance, and employees will contribute weekly toward the cost of insurance through payroll deductions. The amounts will be set by New York state and are subject to change annually.

Eligibility:

Full-time employees will be eligible for PFL if they have been employed for twenty-six (26) consecutive weeks, inclusive of paid time off and other periods of leave, except for periods of statutory disability, so long as they remain continuously employed. Part-time employees or any other employees who are regularly scheduled to work fewer than twenty (20) hours per week become eligible for PFL after having worked 175 days, inclusive of paid time off and other periods of leave, except for periods of statutory disability, so long as they remain continuously employed. Unlike disability benefits,

employees are not eligible for PFL after termination of employment. Once employees become eligible, there is no waiting period before receiving PFL benefits.

Covered Events:

PFL allows employees to take job protected leave for up to a maximum of twelve (12) weeks over a rolling 52-week period (based upon the chart below) for any of the following reasons:

1. To provide care or participate in providing care, including physical or psychological care, for a covered Family Member, defined as a child², parent³, grandparent⁴, grandchild⁵, sibling⁶, spouse, or domestic partner when the Family Member has a serious health condition;
 - a. To “provide care” means that the employee is in close and continuing proximity to the family member receiving care (i.e., the “care recipient.”)
 - b. “Serious health condition” is an “illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.” Cosmetic treatments and common cold, flu, ear aches, and routine dental and orthodontia problems are excluded unless complications develop; however, the preparation and recovery from surgery related to organ or tissue donation is considered a serious health condition.
2. To bond with their child the first year after birth, adoption, or foster placement. Employees may take family leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed.
3. For any “qualified exigency” covered under the Federal Family Medical Leave Act, where the covered family member is on active duty or has been notified of an order to resume active duty in the military.

Amount of Pay: Employees will receive 67% of their average weekly wage, subject to the weekly cap in accordance with a formula set by state law. Employees will generally receive this payment by applying to the Company's insurance carrier, the Hartford. Employees may supplement PFL leave benefits up to their full salary with accrued, unused vacation, sick and/or personal time. The Company may request reimbursement, however, from employees for any paid leave benefits the employee received from the state during PFL if full pay is provided by the Company, and the Company may request

² Defined as a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.

³ Defined as a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

⁴ Defined as a parent of the employee's parent. (*See* definition of “parent”).

⁵ Defined as a child of the employee's child. (*See* definition of “child”).

⁶ Defined as biological siblings, adopted siblings, step-siblings and half-siblings.

reimbursement directly from the carrier, if applicable. Employees will never receive more than the equivalent of 100% pay during their leave of absence.

PFL leave may be taken in weekly or daily increments. PFL may be taken in shorter increments only if used for a covered purpose under both PFL and FMLA, if taken concurrently with leave under the FMLA and intermittent leave is granted.

Employees may not use more than a total of twenty-six (26) weeks of disability and PFL benefits in any 52-consecutive week period. An employee may receive NYS disability or PFL benefits during the post-partum period, but not both at the same time.

Notice:

If the need for PFL is foreseeable, employees must give at least thirty (30) days' notice before the leave is to begin. If not foreseeable, notice must be given as soon as practicable. Untimely notice may result in partial denial of your claim. If PFL is taken on an intermittent basis, employees must advise the Company of the schedule for intermittent leave, to the extent practicable. Employees must also provide notice as soon as is practicable to the Company before each day of intermittent leave.

Certification:

You may be required to provide medical certification of your family member's condition, and you may be required to have your family member submit to a medical exam. You may be required to provide copies of military orders for leave taken for qualifying exigency, as well as certification regarding facts supporting the qualifying exigency. You may be required to provide supporting documentation to support the need for bonding, adoption or foster care leave. It is your responsibility to provide the insurance carrier with a complete and sufficient certification.

Applying for PFL Benefits

Employees must apply for paid family leave benefits by submitting the appropriate form to the Company's insurance carrier, the Hartford. Employees can acquire a copy of this form from Human Resources. However, as noted above, with permission from the Company, employees may be able to substitute fully paid leave under some circumstances, in which case the Company may directly file a claim for reimbursement from the insurance carrier.

Employees should complete the employee portion of the form (Part A) and submit the employer portion of the form (Part B) to Human Resources. The completed employer portion will be returned to the employee within three business days.

Any claim-related dispute with the insurance carrier, including eligibility, benefit rate, and duration of paid leave, arising under the New York Paid Family Leave Benefits Law may be subject to arbitration in accordance with such law.

Benefits:

The Company will maintain your existing health benefits during the duration of your PFL as if you had continued to be actively employed. The Company will deduct your portion of the health plan premium as a regular payroll deduction. If an employee chooses not

to retain health plan coverage while on PFL or the coverage lapses due to non-payment of premiums, upon the employee's return from PFL, the employee shall be reinstated into the health plan on the same terms the employee had prior to taking leave. (Other benefits, such as pension, 401(k), life insurance, and long-term disability will be governed in accordance with the terms of each benefit plan.) Benefit accruals, such as vacation, sick leave, or holiday benefits will be suspended during PFL and will resume upon your return to active employment. Your previously accrued benefits will remain intact during leave.

No Double Dipping:

Time taken as PFL leave may be counted against the maximum PFL allotment, even if an employee does not elect to receive PFL paid benefits during this period of leave. Employees collecting disability benefits may not also collect PFL at the same time, for the same occurrence. Employees, however, may collect disability benefits relating to pregnancy disability, and then may subsequently collect PFL for child bonding time.

If PFL is taken for a reason that is a qualifying reason under PFL and under FMLA, then PFL will run concurrently with FMLA leave. When PFL runs concurrently with FMLA, FMLA rules regarding use of paid time off accruals will govern. PFL leave may run concurrently with other forms of leave, as permitted by law. Please see the Company's FMLA policy of the Employee Handbook, for more details.

Waiver:

Employees may opt to waive their eligibility for PFL if:

(a) Their regular employment schedule is 20 hours or more per week and the employee will not work 26 consecutive weeks in a 52-consecutive week period; or

(b) Their regular employment schedule is fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive week period.

Should the regular work schedule of an employee change, such that they will reach the eligibility thresholds detailed above, within 8 weeks of such change any waiver is deemed revoked.

Reinstatement:

Your job is protected while on PFL. Employees returning from PFL will typically be restored to their original position or a comparable position, subject to applicable exceptions.

Limitations on Leave Benefits:

You will not be eligible for PFL benefits if your leave is due to your willful intention to bring about your illness or injury. You will not receive PFL for any day in which you perform work for remuneration or profit. If you are disqualified from NYS unemployment insurance, it may affect your eligibility for PFL.

No Retaliation:

The Company will not retaliate or discriminate against any employee who uses PFL.

If you believe you may need to take PFL or have any questions, please advise Human Resources.

Emergency Response Leave

New York employees who are volunteer firefighters or volunteer ambulance personnel are entitled to unpaid leave whenever the governor declares a state of emergency for as long as the employee is engaged in the actual performance of his or her duties as an emergency responder. Employees requesting emergency response leave under this policy must provide written documentation from the head of the employee's fire department or volunteer ambulance service notifying the Company of the employee's status as an emergency responder. Following the leave, the Company may also require the employee to provide a notarized statement from the head of the employee's fire department or volunteer ambulance service certifying the period of time that the employee responded to the emergency.

Quarantine Leave

To help employees affected by COVID-19, New York State provides eligible New York employees with leave if they are unable to work because they are subject to a mandatory or precautionary order of quarantine or isolation issued by the state of New York, the department of health, local board of health, or any other authorized governmental entity. You are not eligible for NYS quarantine leave ("NYSQL") if you are asymptomatic or have not yet been diagnosed with any medical condition, and are physically able to work (including remotely) while under quarantine.

An employee who submits documentation from a licensed medical provider or testing facility attesting that the employee has tested positive for COVID-19 will be deemed to be subject to a mandatory order of isolation from the Department of Health and eligible for NYSQL under this policy. Employees will not be eligible to receive NYSQL under this policy for more than three orders of quarantine or isolation, and the second and third orders must be based on the employee's positive COVID-19 test.

Your first 5 calendar days of quarantine leave will be paid at your regular rate of pay. During those 5 days, you will receive the amount you would have been paid for the 5-day period under your normal work schedule. After the 5 days of paid NYSQL, your quarantine leave is unpaid, and will last for the duration of the quarantine or isolation order. However, during your unpaid quarantine leave you will also immediately qualify for paid family leave under New York State's existing Paid Family Leave law (PFL), up to the applicable maximum weekly PFL benefit. For more information on eligibility requirements and how to collect PFL benefits, please see the New York Paid Family Leave policy in the Company's Handbook. In addition to PFL, you will also immediately qualify for New York State disability benefits to match your full wages, up to the applicable maximum weekly disability benefit. You will not receive more per week from combined PFL and disability benefits than your regular weekly compensation, and the combined PFL and disability benefits cannot exceed the applicable maximum statutory amount. However, you will not be eligible for paid NYSQL, and your leave will be unpaid (unless you choose to apply vacation or sick time under the Company's other policies) if you are subject to a quarantine because: (1) you voluntarily traveled to a country with level two or three health notice from the CDC or you voluntarily engaged in travel to a state in respect to which New York has issued a travel advisory and requires you to quarantine after such travel; (2) your travel was not at the direction of the

Company; and (3) you were given notice of the travel health notice and/or travel advisory and knew about this restriction before traveling.

Leave under this policy in addition to any paid sick, vacation, or personal time provided under the Company's policies. You are not required to use existing accrued paid sick, vacation, or personal time under the Company's policies for a quarantine.

If an employee's minor dependent child is under a mandatory or precautionary order of quarantine or isolation due to COVID-19 issued by the state of New York, the Department of Health, local board of health, or any other authorized government entity, the employee may be eligible to take New York Paid Family Leave ("NYPFL") for the duration of quarantine/isolation. As with NYSQL, an employee is not eligible for such leave if they are able to work remotely. Employees who work a regular schedule of 20 or more hours per week, are eligible for such leave after 26 consecutive weeks of employment, and employees who work a regular schedule of less than 20 hours per week, are eligible after working for your employer for 175 days (which do not need to be consecutive). For further information on how to collect NYPFL benefits, please see the Company's New York Paid Family Leave Policy or contact Human Resources.

Employees taking leave under this policy generally have the right to be reinstated to the position they held before taking leave or to a comparable position. However, you have no greater right to reinstatement or to other benefits and conditions of employment than you would have had if you had not taken the leave. For example, if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement.

Employees have the right not to be retaliated or discriminated against for exercising their rights under this policy, including the right to take NYSQL. Any COVID-19 quarantine leave will not be counted as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Eligible employees will receive all quarantine leave required by law, and this policy will be interpreted and applied, in accordance with New York law, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Further, the Company retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

Other Legally Required Leaves Of Absence

Employees will be granted other leaves of absence as required by law, or for the purpose of fulfilling any required legal or military obligation. Employees are required to provide reasonable advance notice of any need for such leave.

Non-Discrimination and Non-Retaliation for Reproductive Health Decisions

The Company prohibits discrimination and retaliatory action against any employee with respect to compensation, terms, conditions or privileges of employment because of or on the basis of the employee's or the employee's dependent's reproductive health decision-making, including but not limited to, a decision to use or access a particular drug, device or medical service. Furthermore, the Company will not interfere with

employees' right to make their own reproductive health care decisions, including use of a particular drug, device or medical service, and employees cannot waive this right.

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

Any employee who has experienced any discrimination or retaliatory action in violation of this policy should inform Human Resources immediately. Aside from this internal process, employees may also pursue a private civil action which, if successful, could result in collection of monetary damages, attorneys' fees, costs, and civil penalties, or ordering the Company to take action to stop the alleged discriminatory or retaliatory conduct.

Policy Prohibiting Harassment, Discrimination & Retaliation

In addition to the Policy Prohibiting Harassment Discrimination & Retaliation set forth in the Employee Handbook, the following policies apply to all New York employees:

Sexual harassment and other unlawful harassment and discrimination is not only prohibited by the Company but is also prohibited by federal, state and, where applicable, local law. Sexual harassment is unlawful under New York law when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful under New York law and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the New York State Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics.

Aside from the internal process at the Company (as set forth in the Company's Policy Prohibiting Harassment Discrimination & Retaliation), employees may also choose to pursue legal remedies under the following laws, with the governmental entities described below.

New York State Human Rights Law (the "NYSHRL"): The NYSHRL applies to all employers in New York State with regard to sexual and other unlawful harassment or discrimination and protects employees, paid or unpaid interns and third parties, regardless of immigration status. A complaint alleging violation of the NYSHRL may be filed either with the New York State Division of Human Rights (the "DHR") or in New York State Supreme Court. Complaints of sexual harassment may be filed with the DHR within three years of the harassment. If an individual does not file a complaint with the DHR, they can sue directly in state court under the NYSHRL within three years of the harassment.

The DHR will investigate your complaint. If it is ultimately found that harassment has occurred, remedies may include monetary and punitive damages, attorneys' fees, civil fines or ordering the employer to take action to stop the harassment.

The DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. For more information about filing a complaint with the DHR, visit www.dhr.ny.gov.

Individuals may also call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint.

Title VII of the Civil Rights Act of 1964: The Equal Employment Opportunity Commission (the "EEOC") enforces federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. A complaint must be filed with the EEOC before you can file in federal court. Federal courts may award remedies if discrimination is found to have occurred.

Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual has filed a complaint with the DHR, the DHR will cross-file the complaint with the EEOC to preserve the right to proceed in federal court.

New York City Human Rights Law: Employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

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

CONCLUSION

No set of specific rules can anticipate or capture every possible instance in which an ethical issue may arise. Instead, all of us must be guided by the overarching principle that we are committed to fair and honest conduct and use our judgment and common sense whenever confronted with an ethical issue.

Our reputation depends, to a very large measure, on you taking personal responsibility for maintaining and adhering to the policies and guidelines set forth here. Your continued cooperation in this regard is appreciated.
