



STAR HOSPITALITY GROUP

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Associate Handbook

New York & New Jersey Associates

2019

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SECTION 1 — ABOUT THIS HANDBOOK

This Handbook contains some of the key employment policies, practices and benefits and governs all of the New York and New Jersey associates of Walker Resources, Inc. d/b/a Star Hospitality Group (the “Company”). While not all policies and procedures are included, this Handbook is your first source of information about what the Company expects of you and how you can be most successful in working at the Company.

This Handbook supersedes all prior versions published or distributed by the Company and all inconsistent oral or written statements or policies. Oral statements or representations, including by any supervisory personnel, cannot supplement, change, or modify the provisions in this Handbook.

Any associate benefits that may be offered by the Company from time to time are more fully described in our benefit manuals and the applicable summary plan descriptions and/or actual plan documents. If there are any differences between this Handbook and the benefit manuals or summary plan descriptions, the benefit manuals and summary plan descriptions (or actual plan documents) shall control.

This Handbook replaces all prior handbooks, policies, procedures and practices of the Company with respect to the matters addressed. From time to time, the Company may modify, cancel or suspend any of its personnel policies or benefits, or the policies contained in this Handbook, without advance notice. We will attempt to notify associates as soon as practicable if significant changes are made. The Company reserves the right to interpret and administer the provisions of this Handbook and if there is any question or ambiguity as to any provision of this Handbook, the Company’s interpretation shall control and be binding

Each associate is required to read and become familiar with the information contained in this Handbook. If you have questions about the information in this Handbook, you should direct them to the C.E.O. or the Director of Human Resources. If you lose your Handbook, a replacement copy is available on line at www.starhg.com

The personnel policies and procedures described herein are intended only for the information and guidance of our associates. This Handbook is not an employment contract and does not guarantee any fixed terms or conditions of employment. While the Company looks forward to a long and mutually beneficial relationship with all of our associates, there is no specific employment term. Bear in mind that your employment at the Company is at-will and may be terminated, with or without notice, for any or no reason, and at any time.

If any provision of this Handbook conflicts with any applicable federal, state or local law or regulation, this Handbook shall be deemed modified to the extent necessary to comply with such federal, state or local law or regulation.

SECTION 2 — EQUAL EMPLOYMENT OPPORTUNITY

2.1 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Our policy is to promote equal employment opportunity for all of our associates (and applicants) without discrimination on the basis of race, color, religion, sex, gender or gender identity, national origin, age, actual or perceived disability, genetic predisposition, citizenship, military or veteran status, marital status, sexual orientation or any other class protected by federal, state or local law. To this end, we endeavor to select, place, assign and promote the best qualified individuals based upon job-related factors such as ability, work quality, experience and potential. You may discuss equal employment opportunity related questions with the C.E.O. or the Director of Human Resources.

This policy governs all areas of employment at the Company, including recruiting, hiring, training, assignments, promotions, compensation, benefits, discipline and terminations. In addition, the Company does not discriminate against any associate or candidate in work assignments or referrals, does not invite or honor discriminatory job orders or requests by clients.

2.2 FAIR WORK ENVIRONMENT

It is the policy of the Company to promote a fair and collegial working environment for all our associates. In keeping with this policy, sexual, racial, religious, ethnic or other harassment of any associate by anyone is contrary to Company policy and will not be tolerated. The Company will endeavor to keep the workplace free of any conduct which creates an intimidating, hostile or abusive work environment.

Sexual Harassment

While all forms of harassment are prohibited, the Company wishes to emphasize the special problems of sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when: (a) submission of such conduct is, explicitly or implicitly, a term or condition of employment, (b) an associate's response to such conduct is used as the basis for employment decisions, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or abusive work environment. Sexual harassment is prohibited whether directed toward men or women, by someone of the same or opposite sex, and regardless of whether the associate accepts or rejects the advance.

The Company does not wish to interfere with the personal lives of its associates. However, conduct of a sexual nature directed toward Company associates that is not welcome and creates a hostile or abusive work environment can be sexual harassment, whether committed by supervisory or non-supervisory personnel. Examples of conduct that could constitute sexual harassment include:

- Sexual touching, advances, or propositions;
- Verbal abuse, epithets, derogatory statements, or slurs;

- Humor, verbal or otherwise, with a sexual context;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual; and
- The display in the workplace of sexually suggestive objects or pictures, including nude photographs.

The Company policy also applies to sexually improper conduct toward the Company's associates by clients, vendors and other non-associates. Harassment of third-parties by the Company's associates will also not be tolerated. If you inform the Company that you have been subject to sexual or other harassment in the workplace by a non-associate, that individual will be informed of the Company's policy and appropriate corrective action and preventative steps will be taken.

The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voicemail, chat rooms, social media interaction or communications, Internet use or history, text messages, pictures, images, writings, words or gestures.

Handling Complaints

If you believe that you have been subject to workplace harassment of any kind, you should report the matter as soon as possible. Normally, such complaints should be brought to your supervisor. However, complaints can be brought directly to the C.E.O. or the Director of Human Resources if the matter is especially personal or sensitive, your supervisor is involved or for other similar reasons. If an associate makes a report of harassment and the individual to whom the associate made the report either does not respond or does not respond in a manner the associate deems satisfactory or consistent with this policy, the associate is required to report the situation to one of the other members of the Company's management. The Company understands that complaints of harassment can be extremely sensitive and, as far as practicable, will keep such complaints and all communications concerning them in strict confidence.

The Company will investigate all complaints of harassment promptly, fairly, thoroughly and as confidentially as practicable. If the Company determines that harassment has occurred, appropriate corrective action will be taken as warranted by the circumstances.

Any associate, supervisor or manager who is found after investigation to have engaged in harassment of an associate will be subject to appropriate disciplinary action, depending on the circumstances, up to and including discharge.

2.3 ACCOMMODATION FOR DISABILITIES

The Company is committed to complying fully with the Americans with Disabilities Act ("ADA") and all other applicable federal, state and local laws to ensure equal opportunity in employment for qualified persons with disabilities. The Company strictly prohibits discrimination against any associate or applicant for employment on the basis of actual or perceived disability. All

employment practices and activities are conducted on a non-discriminatory basis and pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position with or without a reasonable accommodation.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as equal consideration in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all associates on an equal basis.

Reasonable accommodation is available to all disabled associates in accordance with applicable law, where their disability affects the performance of essential job functions, unless doing so would create an undue hardship on the Company. In general, it is an associate's responsibility to notify the Company of his or her need for an accommodation. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company. The Company makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The Company is also committed to not discriminating against any qualified associates or applicants because they are related to or associated with a person with a disability.

This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

2.4 DISCRIMINATION COMPLAINTS

The Company respects the right of each associate who in good faith complains about illegal discrimination of any kind, including sexual or other workplace harassment, or who provides information in connection with any such complaint. Retaliation against any associate for engaging in these protected activities is contrary to the Company's policy and is strictly prohibited. If you believe that you have experienced illegal discrimination or retaliation, you should report that immediately to the C.E.O. or the Director of Human Resources.

Any associate, regardless of position or title, who the Company determines has subjected an individual to discrimination (including harassment) or retaliation in violation of this policy will be subject to discipline, up to and including immediate termination of employment. If the

Company determines that harassment has occurred, appropriate corrective action will be taken as warranted by the circumstances.

SECTION 3 — EMPLOYMENT POLICIES AND PROCEDURES

3.1 EMPLOYMENT AT WILL

The Company hires and assigns its associates under terms known as employment-at-will. This means that there is no specific term of employment or any assignment, irrespective of your employment status, position held or length of service. The Company may terminate your employment or assignment at any time, with or without notice, and for any or no reason. Nothing in this Handbook and nothing said or written to you by any officer, manager, supervisor or other associate of the Company or client of the Company can change your status as an at-will associate, except for a written contract of employment signed by the C.E.O.

3.2 EMPLOYMENT APPLICATIONS

The Company relies upon the accuracy of information contained in the employment applications, as well as the accuracy of other data presented throughout the hiring and recruitment process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of such employment.

3.3 ATTENDANCE AND PUNCTUALITY

Good attendance and punctuality are vital for your success as an associate. We work as a team; other associates and our clients depend on your being available and on time every day. If you are going to be late for work or unexpectedly absent, you must notify your supervisor before the start of the workday, advising us of the fact, reason, and duration of your absence or lateness. Unauthorized or excessive absences (including late arrival and early departure) from work is grounds for discipline, up to and including discharge.

Personal matters requiring time away from your work, such as a doctor's appointment or other matters, should be scheduled during your nonworking hours if possible.

Subject to any applicable rights under the Family and Medical Leave Act and applicable state and local law, if any, if you are absent for three days without notifying us, you will be deemed to have voluntarily abandoned your position with the Company, and you may be removed from the payroll.

3.4 WORK PERFORMANCE AND COMPENSATION REVIEWS

All associates are expected to work efficiently and to meet the requirements and standards of their position.

Performance Evaluations

During your employment with the Company, your work is being evaluated by your supervisor and the Company's management continuously. In addition, your supervisor or other Company managers may also conduct more formal reviews of your work performance from time to time.

All decisions concerning associate assignment, compensation, promotion and continuation of employment remain solely within management's discretion, and may be made at any time.

3.5 STANDARDS OF CONDUCT

Our Company has always insisted that our associates maintain the highest standards of ethical business behavior. In all dealings with clients, the public and with each other, all Company associates are expected to respect the dignity of each individual and to perform their duties with the highest degree of honesty, integrity, loyalty and dedication to the best interests of the Company and its clients.

The Company has developed some particular policies and rules for this end. Some standards of conduct are contained in the policies described elsewhere in the Handbook. Others are contained in the following list of actions constituting misconduct. Many of these things have never been a problem for the Company, and we hope to keep it that way. These are, however, matters of serious concern to the Company. Associates who engage in these actions, or in any other actions that the Company determines to be contrary to its standards of associate conduct, are subject to immediate disciplinary action up to and including discharge. You are encouraged to read this list and to understand it fully:

1. Improperly treating a fellow associate, client or any other non-associate.
2. Insubordination or lack of cooperation with supervisors or managers.
3. Failing to work cooperatively with others, to meet requirements and standards for your position, or to perform your job responsibilities.
4. Dishonesty in connection with company affairs.
5. Theft.
6. Falsifying company reports or records, or your employment application or other personnel records.
7. Unauthorized possession of firearms, weapons or dangerous substances while performing job duties or on Company premises.
8. Consuming or selling alcohol, illegal drugs or unauthorized controlled substances on company premises or while performing your job duties or acting on behalf of the Company (including while at client events or meetings).
9. Endangering the health or safety of others.

10. Disloyalty or otherwise acting in conflict with the interests of the company.
11. Disclosing confidential company, candidate or client information without authorization.
12. Engaging in dishonorable conduct that impairs the good-will or business reputation of the Company.
13. Engaging in any unlawful discrimination, including unlawful harassment, or unlawful retaliation.
14. Failing to fully cooperate in any company investigation.
15. Poor attendance, lateness, or poor performance.

The above-described list of prohibited conduct is not intended to be all-inclusive, and, consistent with the Company's policy of employment at-will, the Company may end the employment relationship or any assignment at any time, without notice and without cause.

3.6 CONFIDENTIALITY

As an associate of the Company, you may learn confidential business information of or about the Company or its clients. During and after employment with the Company confidential business information may not be disclosed to outside individuals and may be shared with Company associates only as needed to advance the Company's business affairs. You may not, at any time, use this information for your own benefit or of any third party.

After leaving the Company's employment, you may not take, use, publish or in any way disclose without prior written consent, any confidential, proprietary information or trade secrets of the Company or any of its clients, vendors or other business partners. By signing this Handbook, you agree that in the event of a breach or threatened breach of these confidentiality provisions, the Company shall be entitled to obtain an injunction against such disclosure, in whole or in part, in addition to any other remedies that it would otherwise be entitled to pursue.

All records, documents, computer files and the like that you have access to during the course of your employment that relate to the business of the Company, and any of its services, processes, research, business plans, associates, applicants, assignments, job openings, or clients or staff, remain at all times the exclusive property of the Company. After your employment is terminated, all such material must remain at the Company, or, if previously removed from our premises, be promptly returned.

3.7 CONFLICTS OF INTEREST

The Company's reputation for integrity is one of its most valuable assets and is directly related to the conduct of its management and all other associates. Therefore, associates must never use their positions with the Company, or any of its clients or vendors, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals or entities. The Company expects associates to avoid any

interest, investment, association or transaction that influences, or could reasonably be perceived to influence, their independent exercise of judgment in the best interests of the Company.

Gifts

Associates may not accept or solicit any gift (other than of nominal value, e.g., pens and note pads) from any client, person, official, vendor, company or corporation doing business, or seeking to do business, or otherwise maintaining a relationship or seeking to develop a relationship, with the Company that is intended, or may have the effect or appearance of, influencing a business decision or Company matter. Such gifts must be immediately returned to the sender or giver. You may not give and/or receive gifts or favors, which compromise your or our business partners' business or professional decisions. Except in accordance with the Company's policies, no associate shall, directly or indirectly, give, offer or promise anything of value to any representative of any client, candidate, prospective client or candidate, or vendor in connection with any business or prospective business between the Company and such person or entity. If you have any questions about accepting a gift, please discuss the matter with your supervisor or the C.E.O.

3.8 END OF ASSIGNMENTS

If your temporary assignment ends for any reason, you are required to immediately notify the Company of that fact and to advise the Company whether you are available for and willing to accept new assignments for which you may be qualified.

If you expect to end your employment with the Company, you are urged to give as much advance notice as possible. Two weeks' notice, or more, is expected.

Whether your termination is voluntary or involuntary, you must promptly return all Company property, whether in electronic format or otherwise, including uniforms and equipment, and satisfy all outstanding debts prior to leaving our employment.

You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

SECTION 4— COMPENSATION AND BENEFITS

4.1 HOURS OF WORK & EMPLOYMENT STATUS

Your individual work assignment may be changed from time to time to meet the varying needs of the Company's and its clients' operations. For instance, you may be scheduled for weekend or nighttime work. If any changes to your schedule are needed, we will give you as much notice as we reasonably can.

4.2 RECORDING TIME WORKED

You must carefully, accurately, and completely record your working time. This will be done electronically with a time clock or in written form on the Company's timesheets (in the form

determined by the Company), which, for each day, must state the time you began work and the time you ended work. Timesheets must be promptly submitted to the Company on a weekly basis or as otherwise required by the Company. Your supervisor will generally review your timesheets and ask you to verify them.

No Company supervisor or other associate (or any representative of the Company's client(s)) is authorized to instruct or request that you work any time that is not reflected on your time worked records. In the event any person asks you to work "off-the-clock" or to not record all of your working time on your timesheets, you must immediately report that to the C.E.O. or the Director of Human Resources. Falsifying hours worked is considered theft and is strictly prohibited by the Company and will result, among other things, in the immediate termination of your employment.

4.3 MEAL BREAKS

New York Associates working a shift of more than six (6) hours extending over the noonday meal period (11 a.m. to 2 p.m.) will be provided at least 30 unpaid minutes for a meal between 11:00 a.m. and 2:00 p.m. Associates working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Associates working a shift of more than six (6) hours between 1:00 p.m. and 6:00 a.m. will be provided an unpaid meal period of at least 45 minutes midway through the shift.

New Jersey associates will be given a meal break consistent with New Jersey law.

Uninterrupted meal breaks do not count as hours worked. Exempt associates may be provided break time with pay when necessary to comply with state and federal wage and hour laws.

4.4 PAYCHECK & DEDUCTIONS

You will be paid in accordance with the payroll practices associated with each particular temporary assignment, generally on a weekly basis (on Fridays).

Deductions will be made from your paycheck as required by law (including your federal, state and local withholding taxes, and your portion of Social Security and Medicare contributions, as well as any garnishments, or any other deductions required by law) or, where applicable, as you request for contributions to Company benefit plans, such as the Company's group health insurance.

Your deductions will be itemized on your payroll stub. You should review your paycheck stub carefully each payday. If, at any time, you have any questions about the amounts shown on your paycheck or how they are calculated, you should immediately notify the C.E.O. or the Director of Human Resources.

Tax withholding is based on the number of allowances you claim on the W-4 form which you completed. Each associate is responsible for the accuracy of that form and for promptly updating all tax information when necessary.

The Company shall not make improper deductions from the pay of any associate. In the event any salaried associate believes there has been an improper deduction from his or her salary, he or she should speak with the C.E.O. or the Director of Human Resources immediately. The Company shall promptly investigate any complaint of an improper pay deduction. In the event of a finding of an improper pay deduction, the affected associate shall be immediately reimbursed in the amount of such improper deduction.

4.5 OVERTIME

From time to time, your supervisor may ask you to work beyond your normal workday or workweek. When overtime is requested, you will be expected to comply. Whenever possible, overtime will be scheduled in advance to permit you to make suitable arrangements. All overtime must be approved in advance by your supervisor at the Company.

If you are employed in a position that is classified as “non-exempt” from applicable wage-and-hour laws, you will receive overtime pay at the rate of 1½ times your regular rate of pay for all time actually worked beyond 40 hours in any workweek. If you are an exempt associate under the Fair Labor Standards Act and applicable state law, you are not eligible for, and will not receive premium pay for overtime work.

Only actual hours worked count toward computing weekly overtime. For example, without limitation, paid time off and jury duty service shall not be counted as hours worked for the purposes of calculating overtime.

If you are uncertain about your status or the amount of premium pay, if any, you are eligible to receive for overtime work, please contact the C.E.O. or the Director of Human Resources.

4.6 DISCRETIONARY ASSOCIATE REFERRAL BONUS

To further our goal of attracting and retaining talented professionals, the Company has instituted an associate referral program to reward associates for referring qualified candidates. For purposes of this policy, associates who refer qualified candidates are eligible for a discretionary associate referral bonus if the candidate is hired by the Company.

To be eligible for a discretionary referral bonus, your referral must be the candidate’s first contact with the Company. For instance, associate referral bonuses will not be paid for former or current associates of the Company who are rehired or hired into a new position. To refer a candidate, send information concerning the candidate to the Director of Human Resources or the C.E.O. Referring associates should also instruct candidates to enter the referring associate’s name on the application form, where appropriate. The candidate you are referring must be personally known to you. All candidates will be evaluated consistent with the Company’s policies.

If a candidate you refer is hired by the Company and remains employed by the Company through our introductory period, you will be eligible to receive a discretionary associate referral bonus. The timing of such payment will be in the sole discretion of the Company, which also reserves the right to not make a referral bonus payment for any reason. To be eligible for the discretionary referral bonus, you must be employed by the Company on the payment date. Payments made under this policy are subject to applicable taxes.

4.7 STAFF BENEFIT PLANS

The Company provides group health and other insurance coverage. The requirements for enrollment in and eligibility for each of these insurance plans vary. Associates will receive information regarding these benefit plans and a Summary Plan Description will be available. In the event of a conflict between the Summary Plan Description and/or actual plan documents on the one hand, and any other representations or communications from the Company on the other hand (including any descriptions or representations contained in this Handbook), the Summary Plan Description and/or actual plan documents shall control. The respective benefit plans' administrators have the discretion to interpret and apply the plans when required. The Company may, in its sole discretion, amend, modify, alter or terminate any or all of these plans at any time. For more information about any of these benefits programs, please contact the C.E.O. or the Director of Human Resources. In accordance with applicable plan terms, the benefits described herein may be funded by deductions from your paycheck in accordance with applicable law.

4.8 UNEMPLOYMENT INSURANCE

Applicable state law may provide unemployment insurance benefits to protect certain workers from economic hardship due to a loss of employment. Eligibility for unemployment insurance benefits is determined according to state requirements. Generally, however, unemployment insurance benefits are available to those individuals who (1) lose their jobs through no fault of their own, (2) are ready, willing and able to work and (3) are actively seeking employment. If an associate abandons his or her job, otherwise resigns or is terminated for violating a Company policy, rule or procedure, such as a prohibition on absenteeism or insubordination, such associate will generally not be eligible to receive unemployment insurance benefits, in accordance with applicable state law.

Associates may lose their eligibility for unemployment insurance in the event they fail to promptly contact the Company to seek additional work at the end of each assignment.

4.9 HEALTH INSURANCE CONTINUATION COVERAGE (COBRA)

If you are terminated for any reason, other than gross misconduct, or otherwise experience a "qualifying event" resulting in the loss of your or your dependents' group healthcare coverage through the Company, you and/or your dependents, as applicable, may have the right under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and similar state law to continue or convert coverage as set forth in the rules of the plan and in accordance with applicable law. Such continuation coverage is generally at your own expense and for a limited period of time. Associates should contact their supervisor for more information.

SECTION 5— LEAVES OF ABSENCE

5.1 PAID TIME OFF

Associates are eligible to accrue paid time off (PTO) consistent with this policy and in accordance with applicable law. PTO may be used for (among other things) sick leave purposes and vacation.

Eligible Associates accrue PTO at the rate of 1 hour for every 30 hours worked, up to a maximum accrual of 80 hours of PTO per calendar year (i.e., January through December). Once an associate has accrued 80 hours of unused PTO, the associate will stop accruing PTO until the associate uses some PTO such that their unused accrued PTO falls below 80 hours. PTO accrues in whole hour increments and not in fractions of an hour. Exempt associates are assumed to accrue PTO based on a 40 hour workweek, unless their regular schedule is less than 40 hours per week, in which case they will accrue PTO based on their regular workweek schedule. PTO begins to accrue upon the associate's first day of active employment with the Company.

Associates may carry over from one calendar year to the next up to 40 hours of accrued but unused PTO. To the extent permitted by law, PTO under this policy will run concurrently with other leave covered and taken under federal, state, or local law.

Accrued but unused PTO will be forfeited and not paid out upon termination of employment for any reason. For purposes of this policy any gap in active employment of 9 months or more shall be considered a termination of employment. PTO under this policy will be paid at your regular base rate of pay at the time of the absence and will not be considered time worked for the purposes of overtime compensation.

PTO for Sick or Safe Leave Purposes

Associates may use PTO for sick or safe leave purposes to take leave from scheduled work when:

- You have a mental or physical illness, injury, or health condition; you need a medical diagnosis, care, or treatment of your mental or physical illness, injury, or health condition; you need preventive medical care.
- You must 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.
- Your place of business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency; or a public health authority determines that your or your family member's presence in public may jeopardize others' health.

- You must attend a school-related conference, meeting, or other event requested or required by your child’s school or educator, or to attend a meeting regarding care provided to your child in connection with your child’s health or disability.

PTO may also be used for “safe time” purposes when an associate or the associate’s family member has been a victim of a family offense matter (i.e., certain domestic violence offenses), sexual offenses, domestic or sexual violence, stalking or human trafficking, in order to: (i) obtain services from a domestic violence shelter or other shelter or services program; (ii) participate in safety planning, relocation efforts, or take other actions to increase the associate’s safety or the safety of the associate’s family member; (iii) meet with a civil attorney or other social service provider; (iv) file a complaint or domestic incident report with law enforcement; (v) meet with a district attorney’s office; (vi) enroll children in a new school; or (vii) take other actions necessary to maintain, improve, or restore the associate’s or his or her family member’s physical, psychological, or economic health or safety or to protect those who associate or work with the associate.

The following are considered to be family members within the meaning of this policy: child (biological, adopted, or foster child; legal ward; child of an associate standing in loco parentis); grandchild; spouse; domestic partner; civil union partner; parent (biological, foster, step- or adoptive parent, or a legal guardian of an associate, or a person who stood in loco parentis when the associate was a minor child); grandparent; sibling (including a half, adopted, or step-sibling); child, parent, grandparent or sibling of an associate’s spouse, domestic partner or civil union partner; child or parent of an associate’s household member; any other blood relative of the associate; or any other individual whose close association with the associate is the equivalent of a family relationship.

If the need to take PTO for sick or safe leave purposes is foreseeable (for example, a planned doctor’s appointment), the Company requires at least 7 days’ advance written notice (setting forth the dates and times of your anticipated absence) of your intention to use PTO for sick or safe leave. Written notice should be by email to rross@starhg.com, by text message to your supervisor, or by hand delivery to 211 East 43rd Street, 11th Floor. If the need to take PTO for sick or safe leave purposes is unforeseeable, the Company requires you to give notice as soon as practicable, in which case you should call and/or text your supervisor and follow-up with an email to rross@starhg.com.

If you use more than 3 consecutive PTO days for sick time, the Company may request documentation signed by a licensed health care provider attesting to the need for the amount of PTO that was taken for sick time and that the PTO was used for an authorized purpose under this policy. If you wish to use more than 3 consecutive PTO days for “safe time” purposes, the Company may request reasonable documentation (such as a police or court record, documentation signed by an attorney or victim services organization, etc.) that the use of PTO for safe time purposes was for an authorized purpose under this policy. Such sick or safe time documentation need not explain the nature of the illness, injury, or condition, or the details of the family offense matter, sexual offense, domestic or sexual violence, stalking, or human trafficking, and you need not provide such information. Any information disclosed to the

Company as a condition of receiving PTO will be treated as confidential to the extent required by applicable law. If requested, associates will have 7 days from (i) the date the Company requests such documentation or (ii) the date the associate returns to work (whichever is later) to provide the Company with the necessary documentation. The cost of obtaining such documentation is the responsibility of the associate.

Additionally, associates may be asked to confirm in writing that the PTO used for sick or safe time was used for purposes authorized under this policy.

PTO for Vacation

PTO days may also be used for vacation purposes. Vacation requests need to be approved in advance by your Company supervisor. Associates wishing to take PTO for vacation purposes must provide a written request (which may be by email or text message) to the associate's supervisor as far in advance as possible, but at least 4 weeks prior to the requested vacation. Once informed of your desire to schedule vacation, your supervisor will attempt to accommodate your request. There may, however, be occasions where, due to business needs, you may need to schedule your vacation for another time. When multiple associates request the same time off for vacation, their length of employment, seniority, or other factors may determine priority in scheduling vacation, as determined by the Company in its sole discretion.

Administration of This Policy

Failure to comply with this PTO policy (such as, for example, the requirement to timely provide medical documentation or other documentation as reasonably requested by the Company, to confirm in writing that PTO for sick or safe leave purposes was used for a permitted purpose as requested by the Company, or to provide advance written notice as required by this policy) may result in denial of a request to use PTO. The Company reserves the right to take disciplinary action, up to and including immediate termination, against an associate who abuses or misuses PTO.

5.2 MEDICAL LEAVES OF ABSENCE

Family and Medical Leave Policy

Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), employers with at least 50 associates during each working day during each of 20 or more calendar workweeks in the current or preceding calendar year are required to comply with the FMLA.

Covered employers must provide up to twelve (12) weeks of unpaid, job-protected leave during any rolling 12-month period (measured backward from the date an associate uses any FMLA leave) to eligible associates for the reasons below.

Qualifying Reasons

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the associate's child after birth, or placement for adoption or foster care;
- To care for the associate's spouse, child or parent, who has a serious health condition; or

- For a serious health condition that makes the associate unable to perform the associate's job.

Associates who have no biological or legal relationship with a child may nonetheless stand *in loco parentis* to a child and be entitled to FMLA leave to care for such child (e.g., same-sex partners, unmarried partners or extended family members caring for a child). Spouses employed by the Company are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if the leave to care for a covered service member with a serious injury or illness is also used).

Eligible associates with a spouse, child or parent on active duty or call to active duty status in the Armed Forces, including the National Guard or Reserves, deployed to or in support of a contingency operation in a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible associates to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces (or a veteran who was a member of the Armed Forces at any time during the five (5) years preceding the date on which the veteran undergoes medical treatment, recuperation or therapy for a serious illness or injury), including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of active duty (or existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces), that may render the service member medically unfit to perform his or her duties of the service member's office, grade, rank or rating and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

1. Eligibility Requirements

Associates are eligible if they have worked for the Company for at least 12 months at the time the leave is requested (these 12 months need not have been consecutive), have completed at least 1,250 hours of service with the Company during the 12-month period immediately preceding the commencement of the leave and work at a location within 75 miles of which the Company employs at least 50 people.

2. Benefits and Protections

During FMLA leave, the Company will maintain an associate's health coverage on the same terms and premium contribution levels as if the associate had continued to work. Thus, associates who have elected family coverage will be required to continue to remit all applicable premiums to the Company monthly to insure continuity of such benefits. Premium payments that are more than thirty (30) days late will result in termination of benefits. The Company will provide a fifteen (15) day notice period to the associate that coverage will be terminated. If an associate fails to return to work at the end of the FMLA

leave, the Company may request reimbursement for the amount the Company paid for the associate's health insurance premiums, if any, during the FMLA leave.

Benefits that operate on an accrual basis, e.g., paid time off, will not accrue during any period of FMLA leave. An associate will not accrue seniority or service time during a leave in connection with the associate's eligibility for compensation review or bonus.

Upon return from FMLA leave, most associates must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, no associate is entitled under this policy to any right, benefit or position other than that to which the associate would have been entitled had he or she not taken leave. Thus, for example, if a layoff or other extenuating circumstance or business condition arises which affects the associate's position, reinstatement may not be possible. Exceptions may also apply for certain highly compensated associates under certain conditions.

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

Certain "key associates" may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the Company. The Company will notify such associates of their "key associate" status and the conditions under which job restoration will be denied, if applicable, at the time of their application for leave. A "key associate" means a salaried associate who is among the highest paid 10% of all associates employed by the Company within 75 miles of the associate's worksite.

3. Intermittent Leave

An associate is not required to use FMLA leave in a single block. FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Associates must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Except as specifically permitted by the Company, leave taken for the birth, adoption or foster placement of a child must be taken in consecutive workweeks and completed within the 12-month period following the birth, adoption or foster placement of the child with the associate.

If you select intermittent leave or a reduced work schedule, the Company has the right to transfer you to a job with equivalent pay and benefits for which you are qualified that is more suitable to recurring periods of leave at its sole discretion.

4. Definition of Serious Health Condition

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

the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities.

Generally, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

The Company reserves the right to have an associate or covered family member examined by a health care provider of its choice for a second opinion at any time at its discretion. Any such second opinion examination shall be paid for by the Company.

In the event a conflict exists between the medical opinion of the associate's or covered family member's health care provider and that of the Company in the second opinion examination, a third examination will be required to be performed by a health care provider mutually selected, but paid for by the Company. In such instances, the opinion of the third health care provider shall be final and binding on the Company and the associate.

5. Substitution of Paid Leave for Unpaid Leave

Associates are required to use accrued paid time off while taking FMLA leave to the extent the circumstances meet the Company's usual requirements for the use of such paid time off. In order to use paid time off for FMLA leave, associates must comply with the Company's normal paid time off policies. This paid time off will count toward the FMLA time allowance.

Associates may also be eligible to receive statutory benefits such as short-term disability or workers' compensation in accordance with applicable state law and the terms of each respective benefit plan.

6. Associate Responsibilities

Associates must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the associate must provide notice as soon as practicable. An associate's failure to properly notify the Company may result in the delay of FMLA-protected leave.

Associates must provide sufficient notice and information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Such notice may include information regarding the associate inability to perform job functions, the family member's inability to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Associates must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to the affected associate, provided such retroactive designation does not cause harm or injury to the associate.

Associates also may be required to provide a certification and periodic recertification supporting the need for leave. If leave is requested for the serious health condition of the associate or the associate's spouse, child or parent, the associate must notify the Company every thirty (30) days of the status of the condition and his or her intent to return to work. Associates are required to communicate to the Company any changes in their leave status throughout any period of FMLA leave.

An associate must provide at least two (2) business days' notice if she or he intends to return to work earlier or take more leave than originally requested. Before being permitted to return from a leave for the associate's own serious health condition, the associate may be required to provide certification from his or her health care provider that he or she is able to return to work and perform all essential functions of the job (with or without a reasonable accommodation).

7. Company Responsibilities

The Company will inform associates requesting leave whether they are eligible for leave under the FMLA. If they are, the notice will specify any additional information required as well as the associates' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform associates if leave will be designated as FMLA-protected and the amount of leave counted against the associate's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the associate.

8. Leave for Associates Not Meeting the Minimum Service Requirements or Who Require Extended Medical Leave

Associates who are ineligible for FMLA leave may request unpaid medical leave. The Company may grant such a request in its sole discretion, and under the terms and conditions as set forth by the Company in its sole discretion.

9. Interrelation between FMLA Leave and the New Jersey Family Leave Act

a. New Jersey Family Leave Act ("NJFLA")

The NJFLA permits eligible New Jersey associates of covered employers to take up to twelve (12) weeks of unpaid, job-protected leave during any 24-month period (measured backward from the date an associate uses any leave under the NJFLA) for:

- The care of a newly born or adopted child, as long as leave begins within one (1) year of the date the child is born to or placed with the associate; or
- The care of a parent, child under eighteen (18), spouse or partner in a civil union who has a serious health condition requiring in-patient care, continuing medical treatment or medication supervision. The NJFLA considers a "parent"

to be: in-laws, step-parents, foster parents, adoptive parents or others having a parent-child relationship with an associate.

Under the NJFLA, spouses employed by the Company may each take up to twelve (12) weeks of NJFLA leave.

Associates are generally entitled to the same position held before the NJFLA leave was taken. If the original position is no longer available when the associate returns, the Company shall generally offer an equivalent position in terms of pay, benefits and status; provided, however, no associate is entitled under the NJFLA to any right, benefit or position other than that to which the associate would have been entitled had he or she not taken leave.

An associate who wants to take NJFLA leave must have worked for the Company for twelve (12) months and must have worked at least 1,000 hours during the twelve (12) months immediately prior to taking the leave.

The Company may deny leave to associates whose base salaries are within the highest 5% of all associates if their absence would have a substantial negative effect on the business.

The Company is entitled to require the associate to give thirty (30) days' notice for leave related to the birth or adoption of a child. In the case of a relative's serious health condition, fifteen (15) days' notice will be required to the extent possible.

The Company may require associates to exhaust all accrued and unused paid time off during NJFLA leave. Associates may elect to use accrued and unused paid time off during NJFLA leave.

The Company is entitled to request verification of the qualifying condition, such as a doctor's certification that a serious health condition exists.

b. The NJFLA and the FMLA

In situations where a leave is covered by both the NJFLA and the FMLA, the leave simultaneously counts against the associate's entitlement under both laws.

A leave granted due to a reason that qualifies under the FMLA, but not the NJFLA, such as the associate's serious health condition or leave to care for a covered service member, does not preclude additional leave for the care of a family member under the NJFLA.

Family Leave Insurance Provisions of the New Jersey Temporary Disability Benefits Law

New Jersey Family Leave Insurance ("FLI") provides covered New Jersey associates up to six (6) weeks of benefits in a 12-month period beginning with the first day the individual establishes a valid first claim to:

- Bond with a child during the first twelve (12) months after the child's birth if the covered individual, or the domestic partner or civil union partner of the

covered individual, is a biological parent of the child, or the first twelve (12) months after the placement of the child for adoption with the covered individual; or

- Care for a family member with a serious health condition supported by a certification provided by a health care provider. Claims may be filed for six (6) consecutive or intermittent weeks or for forty-two (42) intermittent days during a 12-month period beginning with the first date of the claim.

For the purposes of the FLI, “family member” means a child, spouse, domestic partner, civil union partner or parent of a covered individual. “Child” means a biological, adopted or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual or child of a civil union partner of the covered individual, who is less than nineteen (19) years of age or older but incapable of self-care because of mental or physical impairment.

For the purposes of the FLI, the term “serious health condition” has the meaning assigned to it under the FLI provisions of the Temporary Disability Benefits Law.

Employment covered under the New Jersey Unemployment Compensation Law is covered for FLI. Associate eligibility and benefits under FLI are determined in accordance with the prevailing laws and regulations of the New Jersey Temporary Disability Benefits Law. The FLI benefits program does not establish the right to be restored to employment following a period of leave from work.

The FLI program does not confer upon associates any leave entitlement whatsoever, but rather, establishes a monetary benefit for which associates may or may not file a claim either with the State or with a private plan provider, as the case may be.

The Company may require an associate to use up to two (2) weeks of any accrued paid time off, which shall reduce FLI benefits entitlement.

An associate who intends to take a leave and claim FLI benefits to participate in providing care for a family member who has a serious health condition must give the Company reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons. An associate who intends to take the leave on an intermittent basis must provide the Company with a minimum of fifteen (15) days’ notice, unless an emergency or other unforeseen circumstance precludes prior notice.

An associate who intends to take a leave and claim FLI benefits to bond with a newborn or newly adopted child must give the Company thirty (30) days’ notice prior to the beginning of the leave. Leave to bond with a newborn or newly adopted child must be taken in periods of seven (7) days or more unless intermittent schedule is agreed to by the associate and the Company.

Failure to provide sufficient notice to the Company may result in the forfeiture of two (2) weeks of FLI benefits.

Associates may be required to provide the Company with a certificate evidencing eligibility for PLI leave. An associate’s family member may be required to submit to a medical examination.

A claim must be filed within thirty (30) days after the commencement of a period of FLI-qualifying leave. Application forms to claim FLI benefits are available from the Company or on-line at:

http://lwd.dol.state.nj.us/labor/fli/applictn/fli_application_landing_page.html

The State (or private plan administrator) makes the final determination as to whether an associate is eligible for FLI benefits. A formal appeal can be submitted to the Division of Temporary Disability Insurance if an associate or the Company disagrees with a determination on a claim.

Additional benefits limitations (such as applicable waiting periods) may apply in accordance with the Temporary Disability Benefits Law.

New Jersey FLI Benefits and the FMLA and NJFLA

An associate who is entitled to leave covered under the FMLA or the NJFLA must take any FLI benefits concurrently with leave taken pursuant to the FMLA or NJFLA. Thus, the law does not confer upon associates an additional six (6) weeks of leave entitlement beyond the twelve (12) weeks of unpaid leave to which such associates are entitled under the NJFLA and FMLA.

Disclaimer & Preservation of Company Rights

In the event any provision of this Leaves of Absence Policy conflicts with any applicable federal, state or local law or regulation, including, but not limited to, the FMLA, the NJFLA and the New Jersey Temporary Disability Benefits Law, such law or regulation shall govern and such provision of this Family and Medical Leave Policy shall be deemed modified to the extent necessary to comply with all applicable law and regulations. Nothing contained in or omitted from this Handbook shall be deemed a waiver of or limitation upon the Company's rights under applicable law, all of which are expressly reserved.

5.3 JURY DUTY

New York associates who miss work as a result of jury duty will be paid \$30 or their regular wages for the scheduled time missed, whichever is less, for each of the first three days of jury service. Thereafter unpaid leave will be provided for additional jury service.

New Jersey associates will be given time off without pay.

You must present a court voucher and proof of actual jury duty service. When you are notified of your obligation to serve on a jury, you should notify your supervisor as soon as possible, including by presenting a copy of your summons. An associate required to be available for jury duty, but not required to be in court, must report to work. Utilization of the court call-in system, if available, is required in order to receive jury duty pay.

Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

5.4 VOTING LEAVE

The Company will not discriminate or retaliate against associates for voting in a bona fide political election.

New York associates who are registered voters and who do not have sufficient time outside of working hours to vote may take up to two (2) hours of paid leave. Associates with four (4) consecutive hours outside of work time while polls are open do not qualify for this leave. Time taken to vote must be at the end or beginning of a shift unless mutually agreed otherwise. Associates requiring time off to vote must notify the Company no more than ten (10) but no less than two (2) working days before the day of the election.

New Jersey associates may take unpaid leave to vote in a bona fide election.

Exempt associates may be provided with time off with pay when necessary to comply with state and federal wage and hour laws.

5.5 WITNESS AND VICTIMS OF CRIME LEAVE

An associate's attendance at work will be excused if the associate is a victim of a crime and attending or participating in legal proceedings pertaining to the crime or if the associate is legally compelled to attend a judicial proceeding as a witness. An associate charged with a crime, who is required to attend a judicial proceeding relating to that charge, is not covered by this policy. Associates must notify their supervisor immediately of their need for leave under this policy. The Company reserves the right to request verification of the associate's participation in legal proceedings, such as a copy of the summons or subpoena.

Leave under this policy will be unpaid, except associates may use accrued but unused paid time off during such leave. Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

New Jersey SAFE Act Leave (New Jersey Associates Only)

The Company complies with the New Jersey Security and Financial Empowerment Act (SAFE Act) and offers leave in accordance with its requirements. Associates who have been the victim of domestic violence or sexual assault or whose close family member has been the victim of domestic violence or sexual assault may be eligible for leave in order to attend to certain matters.

To be eligible for this leave, an associate must:

- Have been employed by the Company for at least 12 months; and
- Have worked at least 1,000 hours in the last 12 months.

Qualifying associates may take up to 20 days of unpaid leave in the 12 months following the instance of domestic violence or sexual assault in order to:

- Seek or receive medical treatment for themselves or a close family member.
- Obtain services from a victim services organization for themselves or a close family member.
- Obtain psychological or other counseling for themselves or a close family member.
- Participate in safety planning, moving or taking other actions to increase safety.
- Seek legal assistance for themselves or a close family member.
- Attend, participate in or prepare for criminal or civil court proceedings.

If you need to take leave, you must inform the Director of Human Resources in writing as soon as possible. The Company reserves the right to require associates to provide verifying documentation to the extent authorized by law.

Associates may use any available accrued paid time off in place of unpaid leave, and the Company may require a qualifying associate to use any such available paid sick days. Any leave under the SAFE Act shall run concurrently with eligible leave under the FMLA and NJFLA.

Leave may be taken intermittently in periods of no less than one day. Leave under this policy is limited to 20 days in any 12 month period.

Retaliation for an associate's taking leave permitted under this policy is strictly prohibited.

5.6 BONE MARROW DONATION LEAVE (New York Associates Only)

The Company will grant unpaid leaves of absence to an associate who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the physician, but may not exceed twenty-four (24) work hours, unless agreed to by the Company. The Company may require verification by a physician for the purpose and length of each leave requested by the associate to donate bone marrow. Associates must work an average of twenty (20) hours per week to be eligible for bone marrow donation leave.

5.7 BREASTFEEDING LEAVE

The Company will not restrict or limit the right of a mother to breastfeed her child. The Company will provide reasonable unpaid break time or permit an associate to use paid break time or meal time each day to allow an associate to express breast milk for her nursing child. The Company will make reasonable efforts to provide a room or other location (other than a restroom), in close proximity to the work area, where an associate can express milk in private.

5.8 BLOOD DONATION LEAVE (New York Associates Only)

The Company will either, at its option: (a) grant three (3) hours of unpaid leave in any twelve (12) month period to an associate who seeks to donate blood; or (b) allow associates without use of accumulated leave time to donate blood during work hours at least two (2) times per year at a convenient time and place set by the Company. Associates must work an average of twenty (20) hours per week to be eligible for blood donation leave.

5.9 WORKERS' COMPENSATION LEAVE

On-the-job injuries may be covered by our Workers' Compensation insurance policy. If you are injured on the job or become ill as a result of your job, immediately report the incident to your supervisor, not matter how slight the injury. Consistent with applicable state law, failure to report an injury or illness within a reasonable period of time could jeopardize your claim. We ask for your assistance in notifying the Company to any condition that could lead to or contribute to an associate accident.

Workers' Compensation requests must be made as soon as you become aware of your disabling condition. The request must contain a statement from your physician describing the nature of your condition and projected leave. You may be required to submit to a medical examination. You may be also required to furnish medical evidence or submit to a medical examination regarding continued disability.

When you wish to return from your Workers' Compensation leave, you must report your availability for work to your supervisor no less than one (1) week prior to the date on which you wish to return. You may be required to submit to a medical examination to certify that you are fit to return to work or that you provide a physician's statement specifying that you are fit to return to work.

To the extent permitted by applicable law, if you fail to report to work at the end of your approved Workers' Compensation leave, or if you are employed by or work for another employer or business during your Workers' Compensation leave or any other leave of absence (other than the U.S. military), your employment with the Company will be considered voluntarily terminated by you.

5.10 SHORT TERM DISABILITY

Associates may be eligible to receive short-term disability benefits for an off-the-job injury or illness. Disability benefits are state-mandated temporary cash benefits to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. Subject to certain conditions provided by law, eligibility for temporary disability benefits for pregnancy-related conditions are determined in the same way as any other disability. If you are suffering from a pregnancy-related disability and require a reasonable accommodation for this purpose, please speak with Human Resources. If an associate becomes ill or injured away from the workplace, the associate should immediately notify Human Resources. Additional disability benefits information may be obtained from Human Resources.

5.11 MILITARY LEAVE

USERRA

The Company complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and all other applicable laws regarding military leave. A military leave of absence will be granted to all associates, excluding temporary associates, who are absent from work because of service in the U.S. uniformed services in accordance with USERRA. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible.

The military leave will be unpaid. However, associates may use any accrued paid time off for the absence.

Continuation of health insurance benefits at the associate's expense is available as required by USERRA, based on the length of the leave and subject to the term, conditions and limitations of applicable plans for which the associate is eligible. Benefit accruals, such as paid time off, will be suspended during the military leave and will resume upon the associate's return to active employment with the Company.

Associates who return to work after an absence for military service are eligible for reemployment in accordance with applicable law, provided that they seek reemployment within the required time limits. Upon their return associates will be treated as though they were continuously employed for the purposes of determining any benefits based on length of service.

New York State Military Leave

An associate who, in order to perform military service, leaves a job with the Company, other than a temporary one, will be restored to that position or to a position of like seniority, status and pay, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. Restoration depends upon the satisfactory completion of the following requirements: (1) the associate is still qualified to perform the duties of the position; (2) a certificate of completion of military service is presented; and (3) application for reemployment is made within 90 days after being relieved from service.

Job protection is also afforded to persons on temporary military duty (annual training). These associates must apply for reemployment within 10 days of completing the temporary duty. Reemployment rights are also available to any person who leaves employment to perform initial full-time training duty or initial active duty in the U.S. forces, except that application for reemployment must be made within 60 days. Similar job protections are afforded to members of the reserves or organized militia who are discharged or suspended by the Company because of membership and apply for reemployment within 10 days after discharge or suspension.

Those restored to positions are considered as having been on a leave of absence during the period of military service, they will be restored without loss of seniority, and they are entitled to participate in insurance or other benefits to the same extent others on leave are.

New York State Military Spousal Leave

The spouse of a member of the armed forces of the United States, National Guard or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations shall be allowed up to ten (10) days unpaid leave by the Company. Such leave shall only be used when such associate's spouse is on leave from the armed forces of the United States, National Guard or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations. Only Company associates averaging at least twenty (20) hours of work per workweek shall be eligible for the foregoing military spousal leave.

Nothing contained in or omitted from this Handbook shall be deemed a limitation upon or waiver of any of the Company's rights under USERRA or applicable state laws regarding military leave, all of which are expressly reserved. Additional information regarding military leaves may be obtained from your supervisor or the Director of Human Resources.

New Jersey Law

An associate who, in order to perform military service, leaves a job with the Company, other than a temporary one, shall be restored to that job or to one of like seniority, status and pay when the service is completed, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. However, restoration depends upon compliance with the following requirements: (1) the duties of the job can still be performed; (2) a certificate of completion of military service is presented; and (3) application for reemployment is made within 90 days after release from service.

Job protection is also afforded to persons on temporary military duty (annual training or to attend service schools) for up to three (3) months. Associates must apply for reemployment within 10 days of completion of the temporary duty. Similar job protections are afforded to members of the reserves or organized militia who are discharged or suspended by the Company because of membership and apply for reemployment within 10 days after discharge or suspension. Job protection is not given to those who attend service school for more than three (3) months during any four (4) year period.

Those restored to positions are considered as having been on leave of absence during the period of military service and shall be restored without loss of seniority and are entitled to participate in insurance or other benefits to the same extent as are other associates on leave.

A person who has taken military leave shall not be discharged from the restored position without cause for one (1) year.

5.12 MISCELLANEOUS LEAVES OF ABSENCE

The Company in its sole discretion, when it deems it appropriate, may grant a leave of absence to an associate for reasons not described in this Handbook. Any such Company-approved leave of absence is subject to the terms and conditions determined by the Company. Nothing

herein shall obligate the Company to grant a leave of absence in any situation except to the extent required by law. Applications for a leave of absence will be considered on a nondiscriminatory basis, without regard to an individual's protected class status.

SECTION 6— GENERAL WORKPLACE PROCEDURES

6.1 SMOKING

Smoking is prohibited at all times in all areas of the Company's facilities (and its clients' facilities), including, but not limited to, stairwells, breakrooms and private offices. Violations of this policy may result in disciplinary action, up to and including discharge.

6.2 DRESS CODE

The Company strives to maintain a professional atmosphere that is conducive to our clients' business environment, contributes to the morale of all associates and projects an image of efficiency and professionalism to visitors, customers, clients, vendors, and the public. Associates are relied upon to exercise common sense and good judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with the goals of this policy. Generally, associates should maintain a clean and neat appearance in the workplace and dress according to the requirements of their positions. Associates in certain job classifications are required to wear uniforms. These associates are expected to report to work in uniforms that are clean and neat. Associates should refrain from wearing long or dangling hair, jewelry, or loose clothing, or open-toed shoes, where machines or equipment will be used or safety is otherwise a concern. Any associate who is not dressed in proper professional attire or uniform consistent with this policy will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. In such a case, the associate will not be compensated for time spent away from work to the extent permitted by law. Associates who disregard this policy and its standards will be subject to discipline. If you have any questions regarding this policy or if you have questions about appropriate workplace attire that are not addressed in this policy, please contact your supervisor or the Director of Human Resources.

6.3 SUBSTANCE ABUSE

The Company has vital interests in ensuring a safe, healthy and efficient working environment for our associates and the clients we serve. The unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the Company the following substance abuse policy.

Associates are prohibited from reporting to work or working while using or under the influence of illegal or unauthorized substances. Associates are prohibited from reporting to work or working while using or under the influence of any controlled substance, except when the use is in accordance with a doctor's orders and the doctor advised the associate that the substance does not adversely affect the associate's ability to safely perform his or her job duties.

In addition, associates are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances in the workplace including on Company paid time, on Company premises (or its clients' premises), or while engaged in Company activities (including driving a vehicle while engaged in Company duties) or using Company or client property. Our associates are also prohibited from reporting for duty or remaining on duty while impaired by alcohol. Associates are further prohibited from consuming alcohol during working hours.

Your employment or continued employment with the Company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the Company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering drug addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage associates to seek assistance before their substance use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others.

The Company reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of Company issued property, desks or other suspected areas of concealment, as well as an associate's personal property brought onto Company premises.

This policy represents management guidelines. For more information, please speak to your supervisor.

6.4 SOLICITATION AT WORK

While our Company recognizes the value of community involvement and social responsibility, solicitations of co-workers, however well intentioned, can be disruptive. To maintain a proper business environment, and to protect you against unwanted disturbance or interference with work, certain rules concerning solicitation and distribution of literature at work must be observed.

- During your working time, when you are engaged in or required to be performing your work tasks, you may not solicit other associates or distribute literature for any purpose, such as memberships, pledges, clubs, societies, contributions, sales or subscriptions.
- You may not solicit other associates for any purpose during their working time, when they are engaged in or required to be performing their work tasks.
- Distribution of literature or solicitation may not be made in work areas at any time.
- Trespassing, soliciting or distribution of literature by non-associates on Company premises is prohibited at all times.

Nothing in this policy (or this Handbook) is meant or shall be deemed to preclude or discourage associates from exercising their rights, if any, to engage in protected concerted or organizing activity under the National Labor Relations Act.

6.5 NATIONAL LABOR RELATIONS ACT RIGHTS

Nothing in this Handbook is meant to or shall be deemed to be a limitation upon associates' rights to engage in protected concerted or organizing activities under the National Labor Relations Act, including (without limitation) to openly discuss wages, hours, safety concerns, and other terms and conditions of employment.

6.6 SAFE USE OF HANDHELD ELECTRONICS

Associates are prohibited from using handheld electronic devices, including blue toothed enabled cell phones, to conduct business while driving or engaging in any other activity where safety is a concern. If driving, associates must pull safely off the road and come to a complete stop in a safe location before reading an e-mail, responding to an e-mail, texting, dialing, answering a call or talking on the phone either while working or for Company-related business purposes at any time.

6.7 PERSONNEL RECORDS

Each associate is responsible for updating personnel information with the Company in writing when there is a change in name, address, telephone number, marital status, emergency contact, or number and names of dependents, next of kin or applicable beneficiaries. Tax information must also be kept current.

All records maintained and developed by the Company are the exclusive property of the Company, and associates have no right to access the Company's personnel records without the consent of the C.E.O.

6.8 STAFF INFORMATION

The Company requires that you respect the privacy of your fellow associates. You are not to disclose personal information about any associate unless you have been expressly authorized by the Company's management to do so in connection with your job responsibilities. The Company policy is not to provide associate information to outside companies except upon written authorization of the associate or as provided by law.

Our standard credit or other reference letters are limited to confirming dates of employment and job title. All requests for employment verification must be received by the C.E.O. or the Director of Human Resources in writing. The Company does not provide letters of recommendation.

Supervisors may not give out any information about an associate, but will refer any phone calls seeking such information to the C.E.O. or the Director of Human Resources. Under no

circumstances may a supervisor verify employment over the telephone without the prior written consent of the C.E.O. or the Director of Human Resources.

6.9 CONTACTS WITH THE MEDIA

All media inquiries should be immediately forwarded to the C.E.O. or the Director of Human Resources. Associates are prohibited from making any statements or rendering any opinions to the media on behalf of or as a representative of the Company or its clients.

6.10 WORKPLACE SAFETY

Weapons Policy

Our Company is concerned about the safety of its associates, clients and visitors and is committed to protecting the safety of those who work for and visit our Company. While on Company premises (or its clients' premises), using any Company property or equipment, or engaging in any Company activities, associates are strictly prohibited from possessing or using weapons such as knives, handguns, firearms or self-defense items, except with proper Company authorization or as otherwise permitted by applicable law. Weapons, incendiary materials, and other hazardous devices or substances are not allowed to be stored in associate desks or lockers or to be concealed in any manner. This policy applies to all associates, including those who have obtained a valid license to carry a fire arm. Associates who are aware of violations or threatened violations of this policy are required to immediately report such violations or threatened violations to their supervisor.

Reporting Unsafe Conditions

The establishment and maintenance of a safe work environment is the shared responsibility of the Company and associates from all personnel levels. Associates are expected to obey safety rules and to exercise caution in all their work activities. Associates are expected to immediately report any unsafe conditions to their supervisor. Not only supervisors, but associates at all levels of the Company are expected to correct unsafe conditions as promptly as possible. All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear.

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting in good faith a health and safety concern or a violation of this policy or cooperating in related investigations.

Workplace Violence

Violence by an associate or anyone else against an associate, member of management, client, or visitor of the Company will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to associates at work and to reduce the possibility of damage to Company property in the event someone, for whatever reason, may be unhappy with a Company decision or action by an associate.

If you receive or overhear any threatening communications from an associate or outside third party, including any communication threatening self-inflicted injury, report it to your supervisor at once. If you encounter an individual who is threatening immediate harm to an associate or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent practicable, investigated promptly and documented. Associates are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such good faith reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the Company investigation, may result in disciplinary action, up to and including discharge.

6.11 INSPECTION OF PROPERTY

Whenever necessary, in our discretion, to preserve the security of our operations or for the health and safety of our associates, or for any other reason deemed appropriate by the Company, the Company may search any person entering or leaving its property (or its clients' property) or off-site while performing services for the Company. We may also search work or storage areas on our premises and any of our (or our clients') buildings, rooms, offices, facilities or equipment (including desks, cabinets or lockers), as well as any clothing, handbags, briefcases, lunch or equipment boxes, packages, or any other personal belongings that are found there. In this regard, it should be noted that all offices, desks, files, equipment, etc. are the property of the Company or its clients, and are issued for the use of associates only during their employment. Inspection may be conducted at any time at the sole discretion of the Company. **Associates have no expectation of privacy in anything they bring to or store on the Company's premises or its clients' premises, and you hereby consent to the Company's right to institute searches in accordance with the provisions of this Handbook.** You are required to cooperate. While we will ordinarily try to obtain your consent before conducting a search of personal work areas or belongings, this may not always be possible. Any items which you do not want to have inspected should not be brought to work. The Company is not responsible for loss of or damage to personal property or other valuables brought onto the Company's premises or its clients' premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Associates working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as associates who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Company's security procedures or any other Company rule or policy.

Receipt of Handbook and Employment-At-Will Statement (Associate Copy)

[This copy to be retained by the associate]

This is to acknowledge that I have received a copy of this Associate Handbook and I understand that it contains information about the employment policies and practices of the Company. I agree to read and comply with this Associate Handbook. I understand that the policies outlined in this Associate Handbook are management guidelines only, which may require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the associates and the Company. I understand that this Associate Handbook supersedes and replaces any and all prior Associate Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by C.E.O. in a signed written contract, the Company reserves the right to revise, delete and add to the provisions of this Associate Handbook at any time without further notice.

I understand that this Associate Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Associate Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

The company is an at-will employer. This means that regardless of any provision in this associate handbook, the company or I may terminate the employment relationship or any assignment at any time, for any reason, with or without cause or notice. Neither this associate handbook nor any document or statement, written or oral, shall limit the right of the company to terminate employment at-will, with the sole exception of a written agreement signed by the C.E.O. no officer, associate or representative of the company other than the C.E.O. is authorized to enter into an agreement—express or implied—with me or any associate for employment for a specified period of time.

I understand that this Associate Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If a written contract signed by the C.E.O. is inconsistent with the Associate Handbook, the written contract is controlling. I understand that should any provision of this Associate Handbook conflict with any applicable federal, state or local law or regulation, such provision shall be deemed modified to the extent necessary to comply with such federal, state or local law or regulation.

If I have questions regarding the content or interpretation of this Associate Handbook, I will ask the C.E.O. or the Director of Human Resources.