

Ascent Talent, Model, Promotion Ltd.
Employee Handbook

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INTRODUCTION

WELCOME TO ASCENT

An interesting and challenging experience awaits you as an employee of Ascent Talent, Model, Promotion Ltd. (“Ascent” or the “Company”). To answer some of the questions you may have concerning the Company and its policies, we have prepared this Handbook. Please read it thoroughly and retain it for future reference. The policies stated in this Handbook are guidelines only, and are subject to change or termination at the sole discretion of the Company, as are all other policies, procedures, benefits, or programs of the Company. This Handbook applies to all Ascent employees who are hired by Ascent to perform event-related services for third parties.

From time to time, you may receive updated information concerning changes in policy. Further, this Handbook does not alter the law. Any time a federal, state, or local law provides you additional benefits or protections, above and beyond what Ascent’s policies provide, Ascent shall afford its employees those rights in accordance with applicable law. If you have any questions regarding any policies, please ask the President for assistance.

This Handbook is supplemented by a Local Practices Section, which includes additional information pertaining to employees working for the Company in certain jurisdictions. Employees should review the Local Practices Section for the state and city where they are employed. Cross references to the Local Practices Section appear throughout this Handbook where applicable.

This Handbook is not a contract, express or implied, guaranteeing employment for any specific duration, or regarding the terms and conditions of your employment. Although we hope that your employment relationship with us will be long term, either you or the Company may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of the Company other than the President has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the President shall not be enforceable unless it is a formal written agreement signed by the President.

We wish you the best of luck and success in your position and hope that your employment relationship with Ascent will be a rewarding experience.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST DISCRIMINATION AND HARASSMENT

Ascent provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, genetic information, or military or veteran status in accordance with applicable federal laws. In addition, Ascent complies with applicable state and local laws governing non-discrimination in employment in every location in which Ascent has facilities. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, transfer, leaves of absence, compensation and training.

Ascent does not tolerate unlawful harassment of employees based on race, color, religion, sex, national origin, age, disability, genetic information, or military or veteran status or in any other group protected by federal, state or local law. Improper interference with the ability of Ascent's employees to perform their expected job duties is not acceptable.

Employees who believe they have been discriminated against or otherwise treated unfairly in violation of this policy should promptly utilize the complaint procedure set forth below.

POLICY AGAINST SEXUAL HARASSMENT

With respect to sexual harassment, Ascent prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal and physical conduct of a sexual or otherwise offensive nature, especially where:
 - a. Submission to such conduct is made explicitly or implicitly a term or condition of employment;
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment;
 - c. Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
2. Offensive comments, jokes, innuendos, and other sexually-oriented statements.

Examples of such conduct include, but are not limited to the following:

- a. Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body.
- b. Sexually-suggestive touching.
- c. Grabbing, groping, kissing, fondling.
- d. Violating someone's "personal space".
- e. Whistling.
- f. Lewd, off color, sexually-oriented comments or jokes.
- g. Foul or obscene language.
- h. Leering, staring stalking.
- i. Suggestive or sexually-explicit posters, calendars, photographs, graffiti, or cartoons.
- j. Unwanted or offensive letters or poems.
- k. Sitting or gesturing sexually.
- l. Sexually offensive e-mail, voicemail messages, text-messages, or other messages sent via electronic equipment, regardless of whether such equipment was provided by the Company.
- m. Sexually offensive posts on social media sites including, but not limited to, Facebook, Twitter and LinkedIn.
- n. Sexually-oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess.
- o. Questions about one's sex life or experiences.
- p. Repeated requests for dates.
- q. Sexual favors in return for employment requests or threats if sexual favors are not provided.
- r. Any other conduct deemed sexually inappropriate by Ascent.

Employees who believe they have been subjected to harassing conduct are encouraged to promptly advise the offender that his or her behavior is unwelcome, and request that such conduct be stopped. However, employees are not required to do so. Employees who feel, for any reason, that it would be inappropriate to discuss the matter with the offending person should promptly utilize the complaint procedure set forth below.

Employees should see the applicable Local Practices section for additional information.

COMPLAINT PROCEDURE – HARASSMENT OR DISCRIMINATION

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job-related harassment based on your race, color, religion, sex, national origin, age, disability, genetic information, military or veteran status, or status in any group protected by federal, state or local law, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your assigned Account Manager and the President. This policy applies to all incidents of alleged harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, coworker, or even a non-employee with whom the employee is involved, directly or indirectly, in a business or potential business relationship, or with whom the employee otherwise comes into contact as part of his or her employment with the Company.

Please be advised that nothing in this policy prohibits employees from directly confronting the alleged harasser and asking him or her to stop the offending behavior. This policy does not, however, require any employee to do so.

Should the alleged harassment occur at a time outside of your normal business hours, your complaint should be filed as early as practicable on the first business day following the alleged incident.

Please understand that the Company takes complaints of discrimination and harassment very seriously. Thus, you may bypass anyone in your direct chain of command and file your complaint or discuss or express any issue of concern with the President at any time. The Company will conduct an investigation of any complaints.

If Ascent determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee up to and including termination of employment.

Ascent prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However if, after investigating any complaint of harassment or unlawful discrimination, Ascent determines that the complaint is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

OPEN DOOR POLICY

We want to hear from our employees. If you think of a better way of doing your job or have ideas about how the Company can improve its operations, reduce costs, or make other beneficial changes, Ascent welcomes your input and suggestions. Further, misunderstandings and conflicts can arise in any organization. In order to work together effectively, it is important to resolve such matters before serious problems develop. If a situation persists which you believe to be detrimental to you or the Company, a candid discussion with your assigned Account Manager is encouraged.

If for any reason, an employee feels he or she cannot discuss an issue with his or her assigned Account Manager, or if the situation is not resolved satisfactorily by the employee's assigned Account Manager, the employee should contact the President. Any questions, suggestions and concerns will be handled professionally and confidentially to the extent possible and practical. Retaliatory action against employees expressing concerns in good faith will not be tolerated.

REASONABLE ACCOMMODATION

Ascent reasonably accommodates employees and applicants with disabilities (including temporary disabilities), those who are pregnant, those with sincerely held religious beliefs, and those who have been victims of domestic violence, in accordance with applicable law. If an employee has a disability, is pregnant, is a victim of domestic violence, or has a sincerely held religious belief, that interferes with the employee's ability to perform his or her job, the employee should contact his or her assigned Account Manager or the President, so that Ascent may engage in a cooperative dialogue to determine whether a reasonable accommodation may be available and appropriate under the circumstances.

AT-WILL EMPLOYMENT

All employment relationships are at will and can be terminated by either the employee or the Company at any time, with or without cause, and with or without notice. The Company does not promise or guarantee that you will receive any warning, notice, counseling, corrective action or progressive discipline prior to termination. The fact that the Company may engage in warnings, counseling, or other corrective actions in some circumstances does not create an obligation that it do so in other circumstances. The Company may, in its sole discretion, change the terms and conditions of employment, employee job duties and/or compensation at any time and for any reason. These actions do not create any contractual rights or duties and do not conflict with at-will status. Only an express written agreement, signed by the President of the Company, may alter or waive this portion of the Handbook.

Even if promotions, raises, commendations, and other positive feedback are a regular part of your employment with the Company, these actions will not create any contractual rights or duties that conflict with at-will status.

COMPENSATION POLICIES

RECORDING WORK HOURS

It is the policy of Ascent to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours) and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, employees will be required to record their time worked on a timesheet, which will be provided by your Account Manager prior to any engagement. This record should be completed daily and submitted as directed by your Account Manager. Please ensure that your actual hours worked and leave time taken are recorded accurately. After reviewing the record and resolving any discrepancies, your Account Manager will approve the record for processing.

Employees should record all time worked, including time spent after the official working day ends (i.e., work performed at home, via remote access, or via electronic device or smartphone), no matter how long the work assignment lasts.

Falsification of a time record is a breach of Company policy and is grounds for disciplinary action, up to and including termination of employment.

REGULAR PAY PROCEDURES

Ascent employees will be informed of their payday schedule upon hire or in advance of each assignment. If a scheduled payday falls on a Saturday, Sunday, or Company-observed holiday, you will usually be paid on the day preceding the weekend or holiday. All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from your paychecks.

Ascent prefers to pay its employees by direct deposit to an authorized bank or credit union. You will receive authorization forms upon commencement of employment.

Please review your paycheck for errors. If you find a mistake, report it to your Account Manager immediately who will assist you in taking the steps necessary to correct the error.

In the event that your paycheck is lost or stolen, please notify your Account Manager immediately who will take steps to attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, however, Ascent is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

OVERTIME PAY PROCEDURES

You will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e., your regular hourly rate of pay) for all hours worked beyond 40 hours in any given workweek.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the fortieth hour in any given workweek (or after any shorter or more frequent period mandated by state or local law).

Employees are not permitted to work overtime which has not been authorized and approved in advance by your assigned Account Manager.

NOTICE AND CURE PROCEDURE FOR PAYCHECK ERRORS

All employees are required to review their paychecks and/or paystubs to make sure that wages paid and deductions are accurate before cashing the check, or in the case of direct deposit, immediately upon receipt of the paystub. If an employee finds a mistake, or has a question concerning the number of hours worked, a deduction, the applicable rate of pay, the amount of wages paid, or any other aspect of compensation, the employee is required to report it immediately to your assigned Account Manager so the Company may correct any error prior to the end of the next pay period.

If the Company has made an underpayment, a proper adjustment will be made.

Any overpayment must also be promptly reported so the Company may correct the error as soon as possible. Should an employee fail to report an overpayment in time for the Company to correct it, (except where prohibited by applicable law), the employee may be required to return the overpayment in cash or by check. Failure to promptly report an overpayment may subject an employee to disciplinary action, up to and including termination of employment.

TIME-OFF BENEFITS

FAMILY AND MEDICAL LEAVES OF ABSENCE

Ascent will grant a leave of absence to employees who meet the requirements described below.

To be eligible for a leave of absence under this policy, an employee must:

1. Have worked for Ascent for a total of at least 12 months;
2. Have worked at least 1,250 hours for Ascent over the previous 12 months; and
3. Work at a location where at least 50 employees are employed by Ascent within 75 miles.

Eligible employees may take leave for the following reasons:

- Birth of a son or daughter and to care for the newborn child;
- Placement with the employee of a son or daughter for adoption or foster care and care for the child after placement;
- To care for a covered family member (spouse, child, or parent) with a serious health condition;
- The employee's own serious health condition which makes the employee unable to perform the essential functions of his/her position; or
- The following reasons related to military service:
 - While the employee's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces including the National Guard and Reserves, (provided the covered active duty or call to active duty requires deployment to a foreign country) for the following reasons:
 1. Short-notice deployment (seven or fewer calendar days);
 2. Military events and related activities;
 3. Childcare and school activities;
 4. Parental care (provided a military member's parent is incapable of self-care and the need for parental care arises from the covered active duty or call to active duty status of a military member);
 5. Financial and legal arrangements (i.e., preparing powers of attorney, obtaining military identification cards, preparing or updating a will or trust);

6. Counseling (provided that the need for counseling arises from the covered active duty or call to active duty status of a military member)
 7. Rest and recuperation (up to fifteen calendar days of leave to spend time with a military member who is on temporary leave during the period of deployment);
 8. Post-deployment activities; and
 9. To address other similar events, as may be agreed upon between the employee and the Company; or
- **Servicemember Family Leave:** an employee's care of a covered servicemember, who is the employee's spouse, son, daughter, parent or next of kin (nearest blood relative), with a serious illness or injury, as described below.

Covered servicemembers include:

4. A current member of the Armed Forces, National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; or
5. A veteran who was a member of the Armed Forces, National Guard or Reserves, and was discharged or released under conditions other than dishonorable within five years preceding the first date the employee takes FMLA leave to care for the veteran. The veteran must be undergoing medical treatment, recuperation or therapy for an injury or illness that the veteran incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: (a) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or (b) a physical or mental condition, for which the veteran has received U.S. Department of Veterans Affairs Service-Related Disability Rating; or that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by; or is the basis of the veteran's enrolling in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Leaves will be granted for a period of up to twelve weeks (or in case of Servicemember Family Leave, for up to 26 weeks) in any twelve-month period (or longer if required by applicable state or local law-consult the “Local Practices” section of this Handbook for more details).

Leave for Employee’s Serious Health Condition

If you request a leave of absence for your own serious health condition, you will be granted leave under the following conditions:

- If the leave is planned in advance, you must provide us with at least thirty days’ notice prior to the anticipated leave date, using Ascent’s official Leave-of-Absence Request Form.
- If the leave is unexpected, you should notify your Account Manager and the President as far in advance of the anticipated leave date as is practicable. (Normally, this should be the same day or the next business day after you become aware of your need for the leave.)
- Any time that you expect to be or are absent for more than three consecutive work days as a result of your own serious health condition (including pregnancy), you will be required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, the date the disability began, medical facts sufficient to support the need for leave, and the probable date of your return to work.

Once such accrued benefits are exhausted, the leave will be without pay, unless you are eligible for short-term disability benefits or workers’ compensation insurance in accordance with applicable state law.

During your leave, you may also be required to provide Ascent with additional physician’s statements on request from Ascent or Ascent’s insurance carriers, attesting to your continued disability and inability to work. You may also be required to submit to medical examinations by physicians designated by Ascent at its discretion and at Ascent’s expense, at the beginning of, during, or at the end of your leave period, and to provide Ascent with access to your medical records as required.

Before you will be permitted to return from medical leave, you may be required to present Ascent with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, Ascent will consider making reasonable accommodation for any disability you may have in accordance with applicable laws.

Child/Family Care Leave

If you request a leave of absence to care for a child after birth or placement in your home for adoption or foster care or to care for a covered family member (including a

servicemember) with a serious health condition, you will be granted unpaid leave under the following conditions:

- If the leave is planned in advance, you must provide us with at least thirty days' notice prior to the anticipated leave date.
- If the leave is unexpected, you should notify your assigned Account Manager and the President as far in advance of the anticipated leave date as is practicable. (Normally, this should be the same day or the next business day after you become aware of your need for the leave.)

The leave will be without pay unless you are eligible for paid disability or paid family leave benefits from the state under applicable law.

Employees requesting a leave to care for a covered family member (including a servicemember) with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physicians' statements at Ascent's request. Further, the family member may be required to submit to medical examinations by physicians designated by Ascent at Ascent's expense.

Similarly, eligible employees who take FMLA leave for reasons related to military service will be required to provide a copy of the covered military member's covered active duty orders or other relevant documentation.

Leave Entitlement

Eligible employees are entitled to a leave for up to twelve weeks in any twelve-month period (or longer if (i) the leave constitutes qualifying servicemember leave; (ii) if required by applicable state or local law; or (iii) in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved). The applicable "rolling" 12-month period is determined by measuring backward from the date any FMLA leave would begin. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave may be taken. With respect to servicemember leave only, however, the 12-month period is calculated on a going-forward basis, beginning on the first day of the leave.

Leave taken to care for a child after birth or placement in your home for adoption or foster care must be taken in consecutive workweeks. Leave taken for the employee's, or a covered family member's serious health condition, or for reasons related to military service may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical (or other applicable) necessity. In such instances, Ascent will follow applicable federal and state laws in reviewing and approving such leave requests.

Reinstatement Rights

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement.

MILITARY LEAVES OF ABSENCE

Leaves of absence without pay for military or Reserve duty are granted to Ascent employees, as follows. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your assigned Account Manager and the President and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Employees may also be entitled to leave pursuant to the federal Family and Medical Leave Act (FMLA) in certain circumstances related to (1) their family members being called to active military duty or (2) their family members suffering from certain illnesses or injuries while serving in the military. Please consult Ascent's Family and Medical Leave policy above.

Employees may also qualify for time off under applicable state law when their family members are called to service in the military.

If you think you may qualify for leave under these circumstances, please contact the President for additional information.

OTHER LEAVES OF ABSENCE

Employees may be eligible for a certain amount of time off for other reasons not addressed in this Handbook in accordance with applicable law. Please contact your assigned Account Manager or the President if you believe you may qualify for any such leave of absence.

LACTATION ACCOMMODATION POLICY

Ascent supports the right of employees to express breast milk in the workplace and provides reasonable break time for employees to do so for up to three years following the birth of a child(ren).

Employees who wish to express breast milk at work must notify Ascent by contacting their assigned Account Managers or the President via email or phone. An employee's initial notification should, if possible, be provided prior to the employee's return to work following the birth of the child(ren). Employees may express breast milk during regular breaks or meal times, or may request alternative or additional break time to do so. Required schedules for lactation breaks should be communicated as soon as possible, so that appropriate arrangements can best be made.

Ascent recognizes that the number of breaks an employee will need may vary depending on factors such as the length of time the employee is separated from the infant and the employee's physical needs. Ascent will provide employees with sufficient time to express milk during the workday as needed.

Provided it does not constitute an undue hardship, Ascent will provide a private space close to the employee's work area for the expression of breast milk.

If providing a private space to express breast milk as described above poses undue hardship on Ascent, the Company will engage in a cooperative dialogue with the employee to determine whether a reasonable accommodation may be available and appropriate under the circumstances.

Employees will not be retaliated against for expressing breast milk (or requesting to do so) in accordance with this policy. Any questions about this policy should be directed to the President.

EMPLOYEE CONDUCT

PERSONAL APPEARANCE AND DEMEANOR

Discretion in style of dress and behavior is essential to the efficient operation of Ascent. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and Ascent. Employees must dress in accordance with any guidelines provided by the assigned Account Manager or client for the particular engagement. Failure to follow such guidelines will lead to disciplinary action, up to and including termination of employment.

ABSENTEEISM AND TARDINESS

Ascent expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, Ascent complies with all applicable paid sick time laws. (Please consult the appropriate sections of this Handbook for information regarding these benefits.)

If you are unable to work because of illness or other unanticipated reason, you must notify your assigned Account Manager by phone and email as soon as possible and at least two (2) hours prior to the start of your scheduled shift unless you are granted an authorized medical leave, in which case different notification procedures apply. (See the Family and Medical Leaves of Absence policy earlier in this Handbook.) Failure to properly notify Ascent results in an unexcused absence.

If you are absent for more than three consecutive workdays due to an illness or injury, a statement from a physician may be required before you will be permitted to return to work. In such instances, Ascent also reserves the right to require you to submit to an examination by a physician designated by Ascent at its discretion. In addition, Ascent may require you either to submit a statement from your physician or to be examined by a Company-designated physician in other instances at its discretion, such as where abuse is suspected (e.g., where an employee's record indicates a pattern of short absences and or frequent absences before or after holidays and weekends).

Absenteeism or tardiness that is unexcused or excessive in the judgment of Ascent is grounds for disciplinary action, up to and including termination of employment.

GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of the Ascent team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. Whether you are on or off duty, your conduct reflects on Ascent. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules and regulations of Ascent. This list should not be viewed as being all-inclusive. Types of behavior and conduct that Ascent considers inappropriate and which could lead to disciplinary action up to and including immediate termination of employment without prior warning, at the sole discretion of Ascent, include but are not limited to, the following:

1. Falsifying employment or other Ascent records
2. Violating Ascent's nondiscrimination, sexual harassment or other Company policy, whether in-person, online, or otherwise
3. Soliciting or accepting gratuities from customers or clients
4. Establishing a pattern of excessive absenteeism or tardiness
5. Sleeping on the job
6. Engaging in excessive, unnecessary, or unauthorized use of Ascent's supplies, particularly for personal purposes
7. Reporting to work intoxicated or under the influence of nonprescribed drugs
8. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs
9. Bringing or using alcoholic beverages on Ascent property or using alcoholic beverages while engaged in Ascent business off Ascent's premises, except where authorized
10. Fighting or using obscene, abusive, or threatening language or gestures
11. Stealing property from coworkers, customers, or clients or Ascent
12. Having firearms or other weapons on Ascent premises or while on Ascent business
13. Disregarding safety or security regulations
14. Engaging in insubordination
15. Failing or refusing to participate in a Company-initiated investigation
16. Failing to maintain the confidentiality of Ascent, customer, or client information.

Nothing in this policy shall serve to modify in any way Ascent's employment-at-will policy.

CONFIDENTIALITY OF INFORMATION

It is the policy of Ascent to ensure that the operations, activities, and business affairs of Ascent and our clients are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about Ascent and its clients, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

This policy also prohibits employees posting confidential company information in a public place, including in on-line forums, blogs and the like.

In addition, employees are prohibited from engaging in securities transactions on the basis of information not available to the general public and which, if known to outsiders, might affect their investment decisions. The dissemination of such information to others who might make use of that knowledge to trade in securities is also prohibited.

Nothing in this policy shall prohibit employees from (i) making reports of possible violations of law or regulation, including truthful statements or disclosures as required by law, (ii) filing a charge, testifying, assisting, or participating in any manner in an investigation, hearing or proceeding; responding to any inquiry; or otherwise communicating with, any criminal or civil law enforcement agency or administrative or regulatory agency or authority, including, but not limited to, the U.S. Equal Employment Opportunity Commission (“EEOC”), the U.S. National Labor Relations Board (“NLRB”), the U.S. Occupational Safety and Health Administration (“OSHA”), or any other state or local commission on human rights or agency enforcing anti-discrimination laws, or (iii) speaking with an attorney retained by the employee. Further, nothing in this policy shall require notification or prior approval by the Company of any communications described above.

Please be aware that, pursuant to the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

Employees found to be violating this policy are subject to disciplinary action, up to and including termination of employment, and may also be subject to civil and/or criminal penalties for violations of, among other things, applicable securities laws.

BLOGGING/SOCIAL NETWORKING/SOCIAL MEDIA POLICY

The Company encourages its employees to make positive use of the Internet, and welcomes the dissemination and exchange of ideas that this mode of communication makes possible. At the same time, the Company's legitimate interests can, in certain circumstances, be compromised by inappropriate uses of these media. As stated otherwise in this Handbook, employees are expected to use good judgment, both in person and online.

Accordingly, this blogging/social networking/social media policy is intended to respect employees' rights to personal expression while limiting the Company's legal liability and protecting the Company's proprietary information and business interests. Importantly, this policy applies to all Company employees, and pertains to blogging/social media/social networking:

- Performed both on and off Company time;
- Performed both on and off the Company's premises; and
- Regardless of whether it is performed on Company equipment (computers, smartphones, tablets, etc.), or on the employee's or any third party's equipment.

For purposes of this policy, the term "social networking" includes, but is not limited to, the use or viewing of such sites as Facebook, Instagram, Twitter and LinkedIn.

Blogs/posts may not contain any content that:

- violates any laws, including laws pertaining to intellectual property;
- infringes any third party rights (including intellectual property rights);
- is defamatory or libelous or might be construed as harassment or disparagement in violation of Company policy on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or any other status protected by applicable law;
- violates any policies, rules, standards or requirements applicable to the Company, including but not limited to any confidentiality or privacy policy, or the terms of any confidentiality agreement entered into by an employee;
- discloses any trade secrets, "insider information" or similar confidential or proprietary information of the Company;
- supports or comments favorably on a competitor of the Company or its affiliates;
or
- is adverse to the reputation of the products and/or services provided by the Company.

The following are permitted only with the express prior written permission of the Company's President:

- Blogs or social networking that imply sponsorship or support by the Company;

- Blogs or social networking that use any logos or trademarks of the Company or its affiliates in any manner that expresses or implies that the communication is from or is endorsed by the Company; or
- Blogs or social networking that use the Company's time, facilities, resources, or supplies.

If a blog or social networking post refers to the Company or its operations, personnel, products or services, and the employee's name is generally associated by the general public with the Company (an employee who is unsure of whether this applies to him or her should consult the President), the employee blogger/poster must (i) notify the President of the existence of the blog or post, and (ii) include a statement in the blog/post that all views expressed are those of the blogger/poster and have not been reviewed or approved by the Company. Similarly, if an employee blogs or otherwise posts online an endorsement of the Company or its products, the employee must identify him- or herself as a Company employee.

Unless an employee is blogging or posting as part of his or her job, blogs or posts may not be crafted so as to appear as if they were being made by the Company or on its behalf. If any blog or post would appear as if it is being made on behalf of the Company, the blogger/poster must include a statement in the blog/post that all views expressed are those of the blogger/poster and have not been reviewed or approved by the Company.

Management reserves the right to require an employee to stop posting any blog or post which contains content that it deems to violate this policy.

This policy is a statement of legal and ethical principles for individual and business conduct. Failure to comply with this policy may subject an employee to disciplinary action, up to and including termination of employment. If you have any questions regarding this policy, please contact the President.

Nothing in this policy is meant to prevent employees from discussing the terms and conditions of their employment as permitted by law or engaging in any other activities protected under Section 7 of the National Labor Relations Act or any other applicable federal, state or local law.

SMOKING

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking and the use of electronic cigarettes in Ascent offices and facilities is prohibited. Because Ascent may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy.

Please contact your assigned Account Manager or the President if you have any questions about Ascent's smoking policy. Complaints about violations of this policy should be addressed or filed with Ascent's President. No employee will be retaliated against for attempting to enforce this policy. Employees who believe they may have been retaliated against in violation of this policy should contact the President.

DRUG-FREE WORKPLACE

It is the policy of Ascent to create a drug-free workplace. The use of controlled substances is inconsistent with the behavior expected of employees and undermines Ascent's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance while engaged in Ascent business is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of Ascent, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of Ascent.

Employees convicted of controlled-substance-related violations in the workplace, including pleas of *nolo contendere* (i.e., no contest), must inform Ascent within five days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including termination of employment. At its discretion, Ascent may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

SAFETY AND HEALTH

Ascent is committed to providing a safe and healthful working environment. In this connection, Ascent makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

Ascent's policy is aimed at minimizing the exposure of our employees to health or safety risks. To accomplish this objective, all Ascent employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees of Ascent in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to your assigned Account Manager and seeking first aid for all injuries regardless of how minor;
3. Reporting unsafe conditions, equipment, or practices to your Account Manager and the President;
4. Using any safety equipment provided by Ascent at all times; and
5. Observing conscientiously all safety rules and regulations at all times.

WORKERS' COMPENSATION INSURANCE

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness.

If you are injured or become ill on the job, you must immediately report such injury or illness to your assigned Account Manager and the President. This ensures that Ascent can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions regarding workers' compensation insurance should be directed to the President.

WORKPLACE VIOLENCE

Ascent is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Ascent has taken steps to help prevent incidents of violence from occurring wherever employees work.

“Workplace violence” is any violent threat or act directed toward persons at work or otherwise on duty. Such acts can range from an attempt or threat to inflict physical injury to actual wrongful physical contact (regardless of whether such contact actually causes a physical or emotional injury). Importantly, this includes verbal and non-verbal threats (including threats made online) and related actions. It also includes bullying behavior. Therefore, bullying of coworkers is expressly prohibited at Ascent.

Ascent has zero tolerance for workplace violence. In other words, Ascent expressly prohibits any acts or threats of violence by any employee against any person in or about any of Ascent’s locations at any time.

Ascent will take prompt remedial action, up to and including immediate suspension or termination of employment, with respect to any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures. Such action may also include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent permitted by law.

If you witness or are subjected to any workplace violence, you must immediately bring this to the attention of the President.

Any employees with questions about this policy or the procedures described in this policy should contact Ascent’s President.

TERMINATION OF EMPLOYMENT

Employees desiring to terminate their employment relationship with Ascent are urged to notify Ascent at least two weeks in advance of their intended termination. Such notice should preferably be given in writing to your assigned Account Manager. Proper notice generally allows Ascent sufficient time to transition your responsibilities, as well as to calculate all accrued overtime (if applicable) as well as other monies to which you may be entitled and to include such monies in your final paycheck. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments.

During any period of notice employees will remain employed with the Company, and will continue to receive pay for all hours worked. The employee's fiduciary duties and other obligations as an employee of the Company will continue, and the employee will cooperate in the transition of his or her responsibilities. The Company shall, however, have the right, in its sole discretion, to direct that the employee no longer come in to work or to shorten the notice period. If the Company shortens the required notice period the employee has provided, it reserves the right, in its sole discretion, to not pay the employee for any remaining period of notice.

As mentioned elsewhere in this Handbook, all employment relationships with Ascent are on an at-will basis. Thus, although Ascent hopes that our relationships with employees are long term and mutually rewarding, Ascent reserves the right to terminate the employment relationship at any time, with or without cause or notice.

LOCAL PRACTICES

CALIFORNIA LOCAL PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST DISCRIMINATION AND HARASSMENT

Equal Opportunity/Policy against Discrimination, Harassment & Retaliation

While the Equal Employment Opportunity (EEO) Policy in the Handbook explains the Company's general policy on this topic, for our California employees, the following policy provides important additional details under California law.

Discrimination

The Company maintains a policy of non-discrimination with all employees and applicants for employment. The Company attempts at all time to provide a work environment free of discrimination, harassment, and retaliation. Our goal is that our working relationships will be based upon merit, competence, and qualifications and will not be influenced by race/color; national origin/ancestry; citizenship; sex (including pregnancy, childbirth, breastfeeding, or related medical conditions); religion, age (40 and over); mental or physical disability; military/veteran status; medical condition (including cancer and genetic characteristics); genetic information, marital status; sexual orientation; gender, gender identity, or gender expression; political affiliation; or any other basis prohibited by applicable law. The Company also prohibits harassment and discrimination based on the perception that someone is a member of one of these protected categories or associates with someone who is or is perceived as being a member of one of these protected categories. The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment also applies to volunteers, interns and persons providing services pursuant to a contract.

Harassment

Sexual harassment is not the only type of harassment that is expressly forbidden. Harassment may result when an individual is treated inappropriately for belonging to, being perceived as belonging to, or associating with someone who is or who is perceived as belonging to any of the protected categories described above. The law prohibits harassment of employees and others protected by this policy by managers, co-workers and anyone else with whom our employees come into contact in the course of their work (e.g., customers, vendors, contractors, etc.). The Company will to the extent reasonably possible, protect employees from all such harassment.

Prohibited harassment may include, but is not limited to, the following behavior:

- Verbal conduct such as epithets; derogatory jokes or comments; slur; insulting sounds; unwanted sexual innuendoes, advances, or propositions; and/or graphic, suggestive, or obscene comment, letters, notes, emails, internet posting or blogging, unwelcome invitations;
- Visual conduct such as derogatory and/or sexually suggestive images, posters, pictures, photography, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted physical contact or touching, blocking normal movement, or physical interference with work;
- Threats or demands to submit to sexual requests and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment.

The above-described conduct constitutes harassment when:

- Submission to the conduct is made either an explicit or implicit term of condition of the employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting an employee; or
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Sexually harassing conduct can be by a person of either the same or opposite sex and does not necessarily need to be motivated by sexual desire. Harassment of any form can take place while at work or during non-work hours. It can also occur at the workplace or outside of company property.

Retaliation

The Company prohibits retaliation by management or co-workers against any employee who opposes harassment or discrimination; files or threatens to file a truthful, good-faith complaint; or testifies, assists, or participates in an investigation, proceeding, or hearing. Prohibited retaliation may include but is not limited to termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making

employment decisions, failure to make impartial employment recommendations, adversely affecting working conditions, or denying any employee benefit to an individual. If you believe that you have been retaliated against, follow the complaint procedure described below.

Reporting Complaints of Discrimination, Harassment, or Retaliation

Employees' Responsibility

If you believe that you are being harassed by another person in the workplace, The Company recommends that you tell that person in a clear and unambiguous manner that his/her conduct is unwelcome and that you want it to stop. However, if you are uncomfortable taking this action or if the conduct does not cease after you have asked the offending person(s) to stop, you should notify your assigned Account Manager and the President, either orally or in writing. Likewise, if you feel that you are the subject of discrimination or retaliation of any kind, feel free to report this to any of the same individuals.

Supervisors' & Managers' Responsibility

Every supervisor and manager has a responsibility to uphold all aspects of this policy including personally refraining from harassing, discriminatory, or retaliatory behavior; immediately reporting such behavior to the President; and immediately following through on any complaints received from other employees.

Written Complaints

All employees must promptly report all incidents of suspected discrimination, harassment, or retaliation so that complaints can be quickly and fairly resolved. When reporting a claim of discrimination or harassment, provide a written complaint as soon thereafter as possible. Your complaint should include a description of the nature and frequency of the conduct at issue, name(s) of the offending person(s) involved, names of all witnesses to the conduct, your response to the conduct, and/or your actions demonstrating to the offending person(s) that the conduct is unwelcome. The Company will set up a phone or in-person meeting with you so that your complaint can be discussed and an investigation launched in a timely manner.

Investigation & Resolution

Every reported complaint of discrimination or harassment will be investigated thoroughly, timely and – to the extent reasonably possible – confidentially (complete confidentiality cannot be guaranteed), by an impartial and qualified individual. All parties will be afforded due process and reasonable conclusions will be made based upon the

evidence collected. The Company will document the process and advise all parties concerned with a summary of the results in as timely a manner as possible.

Resolution of Complaint

The Company will strictly enforce our policy against discrimination, harassment, and retaliation and take effective remedial action to quickly and fairly resolve any complaints. If the Company determines that discrimination, harassment, or retaliation has occurred, effective remedial action will be taken based on the circumstances of the situation. Possible resolutions may involve coaching, counselling, training, reassignment, and/or disciplinary action up to and including termination. Any employee, whether a co-worker, manager, who is found to have engaged in harassment, discrimination, retaliation, or any other inappropriate conduct; or who knew about such conduct and failed to take appropriate action will be subject to these remedial measures.

Personal Liability

Any employee who is found to have engaged in harassment may be found legally, personally liable and subject to monetary damages. The Company will not pay for damages assessed personally against any employee.

Other Remedies

In addition to notifying the Company about any harassment, discrimination, or retaliation, employees may also file an administrative complaint with the United States Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). These agencies will independently investigate and prosecute complaints of discrimination, harassment, or retaliation in employment. The nearest office of the EEOC or the DFEH can be found on the internet.

Violation of any aspect of the Company's EEO policies will result in disciplinary action up to and including termination.

LACTATION ACCOMMODATION

California employees have the right to request lactation accommodation. Employees are encouraged to bring any complaints they may have about their lactation accommodation rights to the President, but also have the right to file complaints with the California Department of Labor Standards Enforcement.

The Company will respond to lactation accommodation requests within five business days. If the Company is unable to accommodate an employee's request for lactation accommodation, the Company will provide a written response that explains why it is unable to accommodate the employee's request.

MEAL PERIODS AND REST BREAKS

Employees are given and should take one ten (10) minute, paid rest break for every four hours worked or major fraction thereof. However, an employee will not be entitled to a rest break if the total daily work time (on any given day) is less than three and one-half (3.5) hours. Rest breaks are generally taken in the middle of each four hour work period, and cannot be combined.

Employees who work more than five hours a day are also provided and should an unpaid meal period of at least 30 minutes during the workday. Meal periods may be assigned by your assigned Account Manager so that there is adequate coverage and are generally taken during the middle of the work day, but must begin before the end of the fifth hour of work.

Employees will be provided and should take an additional thirty (30) minute, unpaid meal period if they work ten hours or more in one day. Employees will be required to record the start and stop times for their meal periods.

Employees should not perform any duties during rest breaks and meal periods. Employees who have taken their first meal period may waive their second meal period if requested in writing provided they work no more than twelve (12) hours.

Any employee who is unable to take a meal period for any reason must immediately report their missed break to their assigned Account Manager so that they may be properly compensated. In no event should employees work through the meal periods without informing their assigned Account Manager. Employees may be subject to disciplinary action if they fail to obtain advance approval to work through a meal period.

OVERTIME PAY PROCEDURES

Employees receive compensation for overtime work as follows:

1. Employees will be paid at straight time (i.e., their standard hourly rate of pay) for up to eight (8) hours worked in one day or up to forty 40 hours worked in any given workweek.
2. Employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of eight (8) hours and up to twelve (12) hours in a single workday and over forty (40) hours in any given workweek, for the first eight hours worked on the seventh consecutive day of work in a workweek.
3. Employees will be paid double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

The Company expects you to timely submit your time records for processing in order to comply with these payroll objectives.

Employees should obtain permission from their assigned Account Manager prior to working overtime and may be subject to disciplinary action for not obtaining advanced approval to work overtime.

PAID SICK TIME

Any employee who works at least 30 days in California within a year will accrue Paid Sick Time pursuant to this policy.

Paid Sick Time is accrued at a rate of one (1) hour for every 30 hours worked, up to a total cap of 72 hours. Once an employee reaches the cap, no further Paid Sick Time is accrued until and to the extent that the employee falls below the cap. All accrued and unused Paid Sick Time carries over year to year. Accrued and unused Paid Sick Time will not be paid out upon termination or retirement. However any employee with accrued unused sick time at the time of separation from the company who is rehired within one year will be entitled to have such time reinstated for use.

Paid Sick Time may be used for the following purposes:

- The illness, injury, diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

The term "family member," as used in this policy, includes:

- a child, regardless of age or dependency status;
 - the parent of an employee or the employee's spouse or registered domestic partner;
 - an employee's spouse or registered domestic partner;
 - a grandparent;
 - a grandchild;
 - a sibling; or
 - any other person covered by applicable local law.
- For an employee who is a victim of domestic violence, sexual assault, or stalking, to engage in protective activities, such as obtaining a restraining order, seeking medical attention or psychological counseling, or participating in safety planning.
 - For any other purpose covered by applicable local law.

Employees who accrue Paid Sick Time under this policy are subject to the following restrictions:

- There is a 90-day hold on the use of Paid Sick Time following the commencement of employment.

- Use of accrued Paid Sick Time is restricted to 48 hours each calendar year.
- Paid Sick Time may be used in minimum increments of two (2) hours, or smaller as may be required by applicable local law.
- If the need to use Paid Sick Time is foreseeable, employees must provide reasonable advance notice to their assigned Account Manager. If it is not foreseeable, employees must notify their assigned Account Manager as soon as practicable.

You may be asked to submit a doctor's note, or other appropriate documentation, to substantiate an absence of more than three consecutive business days.

The Company will not retaliate against employees for taking paid sick leave or otherwise exercising their rights under state or local law.

STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE BENEFITS

All California employees participate in the California State Disability Insurance ("SDI") program. The provisions of this insurance plan provide for ongoing income to assist employees with meeting their minimum obligations in the event of an employee's own disability or that of a parent, spouse, child or domestic partner.

Employees should be aware, however, that the existence of these state benefits do not necessarily entitle employees to take time off from work, nor do they extend any time that may be granted by the Company.

Eligibility for SDI begins on the eighth (8th) day of continuous illness or hospitalization for disabilities unrelated to work. Employees may be allowed to use accrued sick days for the seven (7) day waiting period. Benefits are based on earnings in the base period as defined by the State and are tax-free.

All employees who are covered by SDI are also eligible for Paid Family Leave ("PFL") benefits from the first day of employment. Eligible employees may receive up to eight (8) weeks of partial wage replacement benefits during any twelve month period.

PFL insurance program provides benefits to employees who take time off work:

- To care for an ill child, spouse, parent, or domestic partner with a serious health condition; or,
- To bond with a child after his/her birth, adoption, or foster placement with the employee.

PFL does not provide any additional leave time. Instead, it allows the employee to supplement his/her income during an approved unpaid leave of absence. Information

outlining an employee's rights under this act may be found at <http://www.edd.ca.gov/claims.htm>.

Again, applying for and receiving SDI/PFL benefits does not guarantee the employee will be granted a leave of absence. Rather, the employee must request and be granted a leave of absence, in accordance with the Company's leave of absence policies.

Employees should understand that SDI and PFL are wage replacement programs sponsored by the State of California, and provide no job protection or reinstatement rights.

Eligibility for these benefits is determined by California's Employment Development Department ("EDD"), and employees are responsible for applying for such benefits, if they wish to receive them.

PREGNANCY DISABILITY LEAVE

Employees who are temporarily disabled by pregnancy, childbirth, or related medical conditions are entitled to an unpaid leave of absence of up to four (4) months (17 $\frac{1}{3}$ weeks or 693 hours for full-time employees working 40 hours per week or a pro rata number of hours for part-time employees working a different number of hours per week) per pregnancy.

Pregnancy-related disability leave (PDL) may be taken intermittently or on a reduced hour schedule as needed based on certified medical necessity. An employee disabled by pregnancy may be entitled to a reasonable accommodation (such as more frequent breaks), or may be transferred temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

PDL runs concurrently with leave under the federal Family Medical Leave Act (FMLA) (see primary Handbook), if the employee otherwise is qualified for FMLA leave. When an employee is granted a PDL leave of absence, the Company will notify the employee whether FMLA leave has also commenced. The maximum duration of FMLA leave is 12 workweeks (60 workdays). Therefore FMLA may be exhausted before PDL.

However, PDL is separate from the leave of absence that an employee may take under the California Family Rights Act ("CFRA") to care for a newborn or newly placed child. If the employee qualifies for leave under the CFRA to care for a newborn child (please see qualifying requirements noted under the California Family Rights Act Leave section of this policy), an unpaid leave of absence up to an additional (12) twelve weeks may be available to the employee.

Although leaves of absence taken for pregnancy disability are generally unpaid, an employee is required to use any accrued sick time during such a leave. Additionally, the employee may qualify for State Disability Insurance (SDI) from the State of California. Please contact the President for further information.

As with all other temporary disabilities, a health care provider's certificate is required to verify the extent and duration of the temporary disability. An employee who plans to take a pregnancy disability leave must give a reasonable notice (generally not less than four weeks) before the date the employee will take the leave and the estimated duration of the leave.

Upon returning to work, the employee will be restored to the employee's previous job position. In unusual circumstances, the employee may be returned to an equivalent position. If no position is available, the employee will be laid off.

CALIFORNIA FAMILY RIGHTS ACT LEAVE

Qualifying Requirements

The Company provides eligible employees with unpaid family and medical care leave as required by the California Family Rights Act (CFRA), where applicable. Unless otherwise prohibited by law, FMLA and CFRA leave run concurrently with each other and with all other leaves of absence. The receipt of benefits or pay during a leave does not increase the amount of leave time an eligible employee may take under this policy.

Employees eligible for CFRA Leave include full-time and part-time employees who have completed at least twelve (12) months of service with the Company (need not be consecutive months), *and* who have worked 1,250 hours during the (12) month period prior to the commencement of the leave.

Additionally, in order to qualify for Family and Medical Leave, employees need to work at a location where there are at least 50 employees within 75 miles (or at least 20 employees within 75 miles for new parent leave as discussed below).

Purposes for Leave

In accordance with CFRA, the Company allows eligible employees unpaid leave for any of the following reasons:

- New parent leave in connection with the birth, adoption or foster-care placement of a child (employees who work in California at a location where there are at least 20 employees within 75 miles and who are otherwise eligible for CFRA may take new parent leave);
- To care for an immediate family member who has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

For the purpose of this policy, the term "immediate family member" includes an employee's spouse, registered domestic partner, child and parents, as these terms are defined under CFRA. The term "parent" does not include an "in-law." The term "serious health condition" includes an illness, injury (including, but not limited to, on-the-job

injuries), impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility *or* continuing treatment by a healthcare provider, including but not limited to, treatment for substance abuse.

Duration

Provided all of the conditions of this policy are met, eligible employees may be granted unpaid CFRA leave up to a maximum of (12) twelve workweeks within a “rolling” 12-month period. A rolling 12-month period means that the Company will measure backward 12 months from the date an employee requests to begin the leave to determine if that employee has exhausted his or her 12-week entitlement in that 12-month period.

Leave taken to care for a child after birth, adoption, or placement in an employee’s home for foster care may be taken intermittently, but in that event must be taken in minimum increments of one week or more (up to two exceptions will be granted). CFRA leave to care for a newborn or a newly placed child must be taken within the first year after birth or placement of a child.

CFRA Leave for the employee’s own serious health condition, or for the serious health condition of the employee’s spouse, registered domestic partner, parent, or child, may be taken intermittently or on a reduced schedule based on certified medical necessity. Intermittent or reduced schedule leave must be scheduled so as not to unduly disrupt the Company operations.

As a general rule, FMLA and CFRA leave run concurrently with each other and with all other leaves; including workers’ compensation leave. A notable exception is that periods of disability due to pregnancy are not covered under CFRA and therefore CFRA leave does not run concurrently with PDL. An employee may be eligible for CFRA leave of up to an additional 12 weeks to care for/bond with the newborn child(en).

Notice Requirements / Medical Certification

To arrange a leave of absence under this policy, employees must first discuss their requests with the President and then confirm it in writing, as described below.

If the family or medical leave is foreseeable, eligible employees must make written requests for leave at least 30 days in advance of the leave. If the leave is unexpected, eligible employees should notify their assigned your Account Manager and the President as soon as practicable (normally this should be within two (2) business days of when the need for the leave becomes known to the employee.)

Employees requesting leave for their own serious health condition or the serious health condition of a child, spouse, registered domestic partner or parent are required to submit a healthcare provider’s certification verifying the need for leave and its beginning and expected ending dates to the President. A Medical Certification must be submitted within fifteen (15) days after it is requested by the Company.

Failure to provide the required healthcare provider's certification on time may impact the employee's ability to take the requested leave and could result in disciplinary action, up to and including termination. In the case of family care, a statement that the employee is needed to care for the family member or that the employee's presence would be beneficial and an estimate of the time the employee is needed for care is required.

The Company reserves the right to solicit a second and third opinion, at the Company's expense, from an independent physician or practitioner to verify information in the healthcare provider's certification. If the leave is extended, the Company may also require the employee to re-certify his or her own serious health condition or that of the family member (if applicable). In addition, the Company requires an employee to report periodically on his/her status and intent to return to work.

In order for an employee's return to work to be properly scheduled, an employee on leave is required to provide the Company with at least two (2) weeks advance notice of the employee's intention to return to work. Before an employee will be permitted to return to work from a medical leave for him or herself, he or she will be required to submit a health care provider's note certifying that he or she is capable of returning to work and performing the essential functions of his or her position with or without reasonable accommodation.

Effect on Pay / Salary Continuation

CFRA Leave as described herein is unpaid. Where applicable, the employee will also be required to use any accrued but unused paid sick time.

Employees requesting leave for more than (7) days may be entitled to State Disability Insurance Benefits (SDI) or Paid Family Leave (PFL) benefits from the State of California. Claim forms may be obtained from the employee's health care provider, hospital or the State Disability office. For more information about SDI and PFL, please feel free to contact the President.

Effect on Reinstatement

When CFRA Leave ends, generally the employee will be reinstated to the former position, or to an equivalent position for which the employee is qualified, with equivalent benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if, for example, business circumstances have changed (e.g., if the employee's position is no longer available due to job elimination), and exceptions may also apply for certain highly compensated/key employees under certain conditions in accordance with applicable law. In addition, employees on a leave extension are not guaranteed reinstatement.

If an employee fails to report to work promptly at the end of CFRA Leave, the Company will consider the employee to have voluntarily resigned his or her employment with the Company.

OTHER LEAVES OF ABSENCE

Employees may be eligible for a certain amount of time off for other reasons, not all of which are addressed in the Handbook or Local Practices Section, which may include: in the event of a death in the immediate family, to vote in local, state, and national elections; to attend to certain civic duties such as jury duty or serving as a witness, to serve in the U.S. uniformed services; to spend time with a spouse on leave from deployment during a period of military conflict; to perform emergency duty and training; for activities or emergencies related to their children’s schools or childcare; to be an organ or bone marrow donor; and in circumstances surrounding being a victim of domestic violence, sexual assault, stalking, or other serious crimes. Please refer to the Handbook or consult with the President to learn more about your rights to these leaves of absence and other protections which may include requesting help from the Company to ensure your safety while at work if you are a victim of the crimes described above. If you have requested time off for any of these reasons, you will not be subjected to discrimination, harassment, or retaliation. If you feel your rights have not been respected, please bring the matter immediately to the attention of the President.

PRIVACY NOTICE

The purpose of this Notice is to comply with the California Consumer Privacy Act of 2018 (“CCPA”). Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“personal information”). The term “consumer” as used in this policy refers only to employees and applicants for employment.

In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category of Personal Information	Examples	Collected
A. Identifiers	Name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers	Yes

Category of Personal Information	Examples	Collected
B. Customer Records	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information	Yes
C. Protected classification characteristics under California or federal law	Age, race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex, gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions, sexual orientation, veteran or military status, genetic information	Yes
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies	No
E. Biometric information	Physiological, biological, or behavioral characteristics, including DNA, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information	No
F. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement	Yes
G. Geolocation data	Data about physical location or movements	No

Category of Personal Information	Examples	Collected
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information	No
I. Professional or employment-related information	Information related to current or past job history or performance	Yes
J. Educational information	Non-public educational records maintained by or on behalf of an educational institution that is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty	No
K. Consumer Profile	Inferences drawn from personal information collected to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	No

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, such as:
 - Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from job applicants and employees. For example, when individuals apply for job positions directly through our online portal, when we collect data from new hires for our files and in connection with benefits applications, and as required by various federal laws, such as for EEO reporting.
- Directly and indirectly from activity on our website. For example, from submissions through our website portal or website usage details collected automatically. Indirectly from you when you visit and interact with our website.
- Indirectly from third party recruiters and background check providers.
- Indirectly from information internal human resource processes, such as employee performance evaluations.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- For the administration of employee hiring, performance reviews, administration of employee payroll, processing of employment benefit claims, and for the purposes of complying with all applicable tax reporting, labor and employment laws.
- To administer employee benefits.
- To be able to contact you for purposes related to your employment, potential employment, or other business relationship with us.
- To help maintain the safety, security, and integrity of our systems, App or Website, services, databases and other technology assets, and business.
- To provide standard employment reference checks, including titles held and dates of employment or further information as authorized by you.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: Customer Records
- Category C: Protected Classifications

We disclose your personal information for a business purpose to the following categories of third parties:

- Service providers
- Third parties with whom you direct us to share your personal information
- Other third parties such as consumer reporting agencies when we perform employee background screenings
- Governmental agencies, such as tax agencies

Sale of Personal Information

In the preceding twelve (12) months, we have not sold any personal information.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: _____

Website: [\[Intranet Link to this notice\]](#)

Email: _____

NEW YORK LOCAL PRACTICES NEW YORK SUPPLEMENTAL SEXUAL HARASSMENT POLICY

Introduction

Ascent, Inc. (the “Company”) is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Company commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Company. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The Company’s policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Company. In the remainder of this document, the term “employees” refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Company will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Company who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees² working in the workplace who believe they have been subject to such retaliation should inform your assigned Account Manager, any member of management, and/or the President. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Company to liability for harm to targets of sexual harassment. Harassers

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, “gig” workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

5. The Company will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Company will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Human Resources Department.
8. This policy applies to all New York employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy will be shared with all New York employees and provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:

- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;

- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment 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, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone’s responsibility. The Company cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to your assigned Account Manager, any member of management, or the President. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to your assigned Account Manager, any member of management, or the President.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee’s behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the President.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced promptly and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations will generally include the following steps:

- A thorough review of the allegations;
- Take steps to obtain and preserve any relevant documents or other information;
- Interview the appropriate parties and witnesses;
- Document the investigation per the Company's standard policies and procedures;
- Notify the necessary individuals of the final determination;
- Provide any additional information, such as a reminder of non-retaliation to the appropriate parties; and
- Implement any appropriate corrective actions.

Legal Protections And External Remedies

Sexual harassment is not only prohibited by the Company but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Company, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

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

Complaints with DHR may be filed any time **within one year** of the harassment (**three years beginning August 12, 2020**). If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

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

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

Civil Rights Act of 1964

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

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

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

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

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

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

New York Discrimination, Harassment and Retaliation Complaint Form

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or any other kind of harassment, discrimination or retaliation, you are encouraged to complete this form and submit it to the President. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, you may do so.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address: Work Phone:

Job Title: Email:

Select Preferred Communication Method: Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone: Work Address:

COMPLAINT INFORMATION

1. Your complaint of harassment, discrimination or retaliation is made about:

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) harassment, discrimination or retaliation occurred:

Is the harassment, discrimination, or retaliation continuing? Yes No

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

The last question is optional, but may help the 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:* _____

NEW YORK ANTI-DISCRIMINATION

New York employers, supervisors, and managers are prohibited from discriminating against any employee based on the employee's or the employee's dependent's reproductive health decision making, as provided under New York Labor Law Section 203-e. Applicable remedies for violations of this prohibition include damages (including back pay and attorneys' fees), injunctive relief, reinstatement, or liquidated damages.

NEW YORK CITY SICK AND SAFE TIME POLICY

Ascent recognizes that inability to work because of one's own or a family member's illness or injury, or for safety reasons, may cause economic hardship. For this reasons, Ascent provides paid sick and safe time to employees, as described below.

Eligibility, Accrual and Use

Employees who work for Ascent for at least 80 hours per calendar year are eligible for paid sick and safe time under this policy. Employees accrue sick and safe time at the rate of 1 hour of sick and safe time for every 30 hours worked, up to a maximum of 40 hours of sick and safe time per calendar year. The calendar year begins on (insert date). Employees are permitted to begin using sick and safe time on the 120th calendar day following commencement of employment.

Non-exempt employees accrue sick and safe time based on the number of actual hours worked (including overtime hours) in each workweek. Full-time exempt employees accrue sick and safe time based on a 40-hour workweek and part-time exempt employees accrue sick and safe time based on the number of regularly scheduled hours per workweek.

Employees may use sick and safe time in increments of four hours up to a full day.

Purpose of Sick and Safe Time

Sick and safe time may be used for absences from work due to:

- an employee's physical or mental illness, injury, or health condition, or need for medical diagnosis, treatment, or preventative care;
- for the same purposes when caring for a spouse, domestic partner, children, parents (including in-laws), grandparents, grandchildren siblings (including a half, adopted, or step sibling),_any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship;

- for the employee or the employee's family member to seek assistance related to family offense matters, sex offenses, stalking, or human trafficking; or
- the closure of Ascent's facilities, or a child's school or childcare provider in case of declared public health emergency.

Sick and Safe Time Carryover

Unused sick and safe time may be carried over to the following calendar year, however, employees may not use more than 40 hours of sick and safe time in any calendar year. Further, the amount carried over from year to year decreases the amount of sick and safe time earned in the following year. For example, if an employee carries over 15 hours of unused sick and safe time from one year to the following year, in the following year, the employee will earn only 25 additional hours, for a total of 40 hours that year.

Upon separation of employment for any reason there is no entitlement to be paid for accrued unused sick and safe time.

Sick and Safe Time Protocol

If an employee is unable to work because of one of the reasons identified above, he or she must notify his or her assigned Account Manager as soon as practicable, preferably at least one hour before the start of the applicable shift on each day of the absence, unless the employee has been granted an authorized medical leave, in which case different notification procedures may apply (see Ascent's Family and Medical Leaves of Absence policy elsewhere in this Handbook). For leave that is foreseeable, such as a doctor's appointment, employees must notify their assigned Account Manager seven days prior to the date the sick and safe time is to be used, or as soon as practicable. Failure to properly notify Ascent using these procedures will result in an unexcused absence.

For an absence of more than three consecutive work days, employees may be required to provide documentation from a health care provider, confirming the need for the amount of sick and safe time taken. Documentation provided to support sick or safe time leave concerning an employee or an employee's family member will not be disclosed without an employee's permission or unless disclosure is required by law.

Sick and safe days are not considered time worked for purposes of calculating overtime.

Abuse of sick and safe time may result in discipline, up to and including termination of employment.

No Retaliation

The Company prohibits retaliation against any employee for using accrued sick and safe time. Any employee found to have retaliated against another employee in violation of

this policy will be subject to disciplinary action, up to and including termination of employment.

NEW YORK PAID FAMILY LEAVE BENEFIT

Employees who have worked for the Company for 26 or more consecutive weeks (or part-time employees who have worked for 175 days) may be eligible for paid family leave benefits for the following purposes:

- to participate in providing care, including physical or psychological care, for a family member of the employee made necessary by a serious health condition of the family member; or
- to bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of the child for adoption or foster care with the employee; or
- because of any qualifying exigency as interpreted under the federal Family and Medical Leave Act arising out of the fact that the spouse, domestic partner, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the U.S. Armed Forces.

Employees may be entitled to up to 12 weeks of Paid Family Leave Insurance benefits, in accordance with applicable law. Leaves under the New York State Paid Family Leave Law generally run concurrently with leaves under the FMLA policy. Additionally, employees may wish to use sick time to supplement their PFL benefits, but are not required to do so. In no event may an employee earn more than 100% of their salary on any day of PFL leave.

When the need for leave is foreseeable, employees must provide the Company with at least 30 days' advance notice prior to the anticipated leave date. If the leave is unforeseeable, notice should be provided as far in advance of the anticipated leave date as is practicable. (Normally, this should be the same day or the next business day after the employee becomes aware of the need for leave.) With respect to intermittent leave, the employee must provide notice as soon as is practicable before each day of intermittent leave. The notice must include the reason for the leave, as well as the expected timing and duration of the leave. Employees must also submit a claim and may be required to provide appropriate documentation.

For information about these benefits, and for information regarding filing a claim for benefits, please contact the President.

TEMPORARY CHANGES TO WORK SCHEDULES FOR PERSONAL EVENTS

Employees who work for the Company for more than 80 hours per year and have been employed for at least 120 days are entitled to up to two temporary schedule changes (or unpaid time off in lieu of a schedule change) to attend to qualifying “personal events” as defined below.

A “temporary schedule change” is an alteration of the hours or location of work. It includes working remotely, swapping shifts with a co-worker, shifting work hours, or taking unpaid or paid time off.

A “personal event” includes:

- the need to provide care to a minor child or care recipient;
- the need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee’s minor child or care recipient is a party; or
- any circumstance that would constitute a basis for using sick or safe time under the New York City Earned Safe and Sick Time Act (“ESSTA”). Information about the permissible reasons for leave under ESSTA can be found in the New York City Sick and Safe Time policy elsewhere in this Handbook.

Procedures for Requesting a Temporary Schedule Change

Employees seeking a temporary schedule change (or leave) for a covered personal event must notify their assigned Account Manager as soon as he or she becomes aware of the need for the change.

The request should: (i) include the date of the schedule change (or leave); (ii) indicate that the change (or leave) is being requested to attend to a personal event; and (iii) propose the type of temporary change (or leave) desired, including if the employee is seeking leave with or without pay. If the initial request is made verbally (i.e., over the phone or in person), the employee must submit the request in writing as soon as practicable, but no later than the second business day after the employee returns to work following the leave or schedule change.

Upon receiving a request, and provided that the employee has not exceeded the maximum number of temporary schedule changes (including requests for leave) specified in this policy, the Company will either approve the proposed schedule change or grant leave without pay. If unpaid leave is granted in lieu of the proposed schedule change, the employee may elect to use available paid time off (i.e. sick time) instead of taking the time as unpaid leave.

Maximum Number of Temporary Schedule Changes

During each calendar year of employment, the Company will approve up to two temporary schedule changes (or leave in lieu of a schedule change), each one lasting up to one full

business day. If the requested temporary schedule change will last longer than one business day (up to two business days), the Company will grant one temporary schedule change in that calendar year.

No Retaliation

Employees will not be retaliated against for seeking temporary schedule changes under this policy, or for seeking additional temporary schedule changes above and beyond what is provided for in this policy. However, the Company is not obligated to provide more than two temporary schedule changes for personal events each year.

If you have any questions about this policy, please contact the President.

LACTATION ACCOMMODATION (for New York City employees only)

The Company will respond to lactation accommodation requests within five business days.

The space provided to nursing mothers to express milk will be equipped with an electrical outlet, a chair, and a surface on which to place a breast pump and other personal items. The designated space will have a sink and a refrigerator (for the storage of breastmilk) nearby.

If two or more employees need to use the designated space at the same time, Ascent will take reasonable steps to provide an alternate space or other reasonable accommodation, depending on the circumstances. If such a conflict occurs, the employee should inform her assigned Account Manager or the President so that the conflict can be promptly resolved.

MEAL PERIODS

All employees who work for a period of at least 6 hours will be provided with an unpaid, off-duty meal period of at least $\frac{1}{2}$ hour. This meal period should generally be taken between 11:00 a.m. and 2:00 p.m. A second unpaid, off-duty meal period of no less than 20 minutes will be provided if your work shift begins prior to 11:00 a.m. and ends after 7:00 p.m. The second meal period should generally be taken between 5:00 and 7:00 p.m.

UNDERSTANDING BY EMPLOYEE

I understand that the information in the Company's handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this handbook at any time, or to require and/or increase co-pays, deductibles, and/or contributions toward these benefit programs. I understand that I am responsible for reading this handbook, familiarizing myself with contents, and adhering to all of the policies and procedures of the Company, whether set forth in this handbook or elsewhere.

I understand that this handbook is not a contract or guarantee of employment, express or implied, between me and the Company for any specific duration, or regarding the terms and conditions of employment, and that I should not view it as such.

I further understand that no manager or representative of the Company, other than the President, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by the Company's President.

(Print Name of Employee)

Employee's Signature

Date