

# ENDEAVOR

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**EMPLOYEE HANDBOOK**

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2017

# ENDEAVOR

## TABLE OF CONTENTS

- ENDEAVOR VISION STATEMENT . . . . . 6**
- THE LANDSCAPE . . . . . 6**
- THE OPPORTUNITY . . . . . 6**
- MOVING FORWARD . . . . . 7**
- DESCRIPTION OF HANDBOOK . . . . . 8**
- AT-WILL EMPLOYMENT . . . . . 9**
- IMMIGRATION LAW COMPLIANCE . . . . . 9**
- EQUAL EMPLOYMENT OPPORTUNITY . . . . . 9**
- HARASSMENT AND DISCRIMINATION POLICY . . . . . 10**
  - A. Introduction . . . . . 10
  - B. Sexual Harassment. . . . . 10
  - C. Other Types of Harassment . . . . . 11
  - D. Complaint and Investigation Procedures . . . . . 11
  - E. Manager Training. . . . . 12
  - F. Employee Liability for Harassment and Retaliation. . . . . 12
  - G. Additional Information . . . . . 13
  - H. Adult Content . . . . . 13
- REASONABLE ACCOMMODATION . . . . . 13**
  - A. Reasonable Accommodation Of Disabilities . . . . . 13
  - B. Lactation Accommodation . . . . . 13
  - C. Pregnancy Accommodation. . . . . 14
- RETALIATION PROHIBITED . . . . . 14**
- WAGES AND HOURS. . . . . 14**
  - A. Employment Classifications and Categories . . . . . 14
  - B. Independent Contractors . . . . . 15
  - C. Hours of Work and Time Records . . . . . 15
  - D. Meal and Rest Periods . . . . . 16
  - E. Overtime Pay . . . . . 17
  - F. Accuracy Of Pay . . . . . 17
  - G. Garnishments . . . . . 17

# ENDEAVOR

<b>EMPLOYEE BENEFIT PROGRAMS</b> . . . . .	17
A. Introduction . . . . .	17
B. Group Health Insurance Benefits . . . . .	18
C. Holidays . . . . .	18
D. Sick Leave . . . . .	18
E. Vacation . . . . .	19
F. Bereavement . . . . .	19
G. Retirement Benefits – Profit Sharing & 401(k) Plan . . . . .	20
<b>LEAVES OF ABSENCE</b> . . . . .	20
A. Family and Medical Leave . . . . .	20
1. Employee Eligibility . . . . .	21
2. Reasons for Leave . . . . .	21
3. Length of Leave . . . . .	22
4. Notice and Certification Requirements . . . . .	22
5. Failure to Provide Certification and to Return from Leave . . . . .	24
6. Compensation During Leave . . . . .	24
7. Benefits During Leave . . . . .	24
8. Job Reinstatement. . . . .	25
9. Unlawful Acts By Employers . . . . .	25
10. Enforcement . . . . .	25
B. Company Leave of Absence . . . . .	25
C. Worker’s Compensation Disability Leave . . . . .	27
1. Employee Eligibility . . . . .	27
2. Notice & Certification Requirements . . . . .	27
3. Benefits During Leave . . . . .	27
4. Reinstatement . . . . .	28
D. Military Leave and Military Spousal Leave . . . . .	28
E. Jury Duty Leave . . . . .	28
F. Other Leaves . . . . .	29
<b>WORKPLACE SAFETY AND WORKPLACE INJURIES</b> . . . . .	29
A. Policy . . . . .	29
B. Work-Related Injuries . . . . .	29
C. Use Of Exercise Equipment On Company Property . . . . .	30
D. Emergency Notification System . . . . .	30
E. Recreational Activities . . . . .	30

# ENDEAVOR

- INSPECTIONS AND SEARCHES ON COMPANY PROPERTY . . . . . 30**
  - A. Policy . . . . . 30
  - B. Definitions . . . . . 31
  - C. Inspections, Searches and Monitoring . . . . . 31
    - 1. Access to Company Property. . . . . 31
    - 2. Inspections and Searches for Prohibited Materials . . . . . 32
    - 3. Monitoring. . . . . 32
    - 4. Disciplinary Action. . . . . 32
- USE OF TECHNOLOGY POLICY . . . . . 32**
  - A. Introduction . . . . . 32
  - B. Acceptable Uses . . . . . 34
  - C. Unacceptable Uses. . . . . 34
  - D. Blogging . . . . . 36
  - E. Social Media . . . . . 36
  - F. Access to Information. . . . . 36
  - G. Copyrighted Materials . . . . . 37
  - H. Confidential Information . . . . . 37
  - I. Security of Information . . . . . 37
  - J. Your Responsibilities . . . . . 38
  - K. Computer Software and Hardware . . . . . 38
  - L. Unsolicited Material. . . . . 38
- PERSONNEL MATTERS . . . . . 39**
  - A. Attendance and Tardiness . . . . . 39
  - B. Changes In Personnel Records . . . . . 40
  - C. Personal Property . . . . . 40
  - D. Dress Code. . . . . 40
  - E. Open Door Policy. . . . . 40
  - F. Co-Worker Relations . . . . . 40
  - G. Disciplinary Procedures . . . . . 40
  - H. Standards of Conduct . . . . . 41
  - I. Off-Duty Conduct . . . . . 43
  - J. Employment References . . . . . 43
  - K. Publicity/Statements to the Media. . . . . 43

# ENDEAVOR

<b>WORKPLACE VIOLENCE</b> . . . . .	44
A. The Statement of Policy . . . . .	44
B. Workplace Violence Defined . . . . .	44
C. Reporting . . . . .	44
D. Investigation . . . . .	45
E. Corrective Action and Discipline . . . . .	45
<b>CELLULAR PHONES AND SIMILAR DEVICES – SAFE USE OF ELECTRONIC COMMUNICATION DEVICES WHILE DRIVING</b> . . . . .	45
<b>SECURITY</b> . . . . .	45
<b>OPERATION OF VEHICLES</b> . . . . .	46
<b>PERSONAL VEHICLE USE APPROVAL</b> . . . . .	46
<b>SOLICITATION AND DISTRIBUTION</b> . . . . .	47
<b>CONFLICT OF INTEREST, CONFIDENTIALITY AND CODE OF ETHICS POLICY</b> . . . . .	47
A. Conflicts of Interest . . . . .	47
B. Confidential and Proprietary Information . . . . .	49
C. Company Names and Logos . . . . .	49
D. Gifts and Gratuities Policy . . . . .	50
E. Outside Business Activities and Employment . . . . .	50
F. Code of Ethics . . . . .	50
G. Compliance . . . . .	51
<b>SEPARATION OF EMPLOYMENT</b> . . . . .	51
A. Voluntary Termination . . . . .	51
B. Involuntary Termination . . . . .	51

# ENDEAVOR

## *ENDEAVOR VISION STATEMENT*

To our colleagues:

Endeavor is the world's most influential sports and entertainment company. From fashion shows to critically-acclaimed television; bestselling novels to college athletics, we influence an unparalleled amount of the compelling experiences created around the world each day.

In 2014 alone, we were involved in more than 5,000 events attended by approximately 10 million people. We produced more than 11,000 hours of scripted and non-scripted television, and 42,000 hours of original programming. We sent 100 of our Academy graduates from 40 countries to Division I universities and 40 of the athletes who trained with us made pro sports teams. Our films grossed \$5.1 billion at the worldwide box office, our musicians played 33,000 shows globally, and our authors debuted 104 New York Times Best Sellers in more than 55 languages.

Our ability to connect, develop and promote artists, athletes, media and brands is unmatched at a time when our industry has never been stronger. According to PwC, the sports and entertainment industries combined represented an estimated \$790 billion market globally in 2013. It's a market we've played a crucial role in for more than 100 years, and one we affect more and more each day.

Our footprint is not only the largest, but also the most relevant, during a time of unprecedented change

## *THE LANDSCAPE*

Every single day, technology shifts the balance of power in our industry. Distribution has become a commodity; consumers have more entertainment options than ever before; and when it comes to creating content, the barrier to entry is at an all-time low. These are fundamental, industry-defining changes, but we are not—nor have we ever been—afraid of change. Now more than ever, content is king. And content is what we do best.

But make no mistake: while we have the opportunity to be a far greater industry force than ever before, the future is not yet written. It is up to us to ensure that our clients' futures are more dynamic and less risk-averse than their pasts. We will not just keep our finger on the pulse of innovation; we will be the architects of this new world.

## *THE OPPORTUNITY*

### **TRUST**

Before we dive deeper into the power of our business, we have to acknowledge the single most important factor in our success to date: our relationships with each other. To be successful, we have to trust each other. We have to like and want to work together.

As a business made up of entrepreneurial individuals, we could easily operate in silos. Instead, we choose to invest in the whole as greater than the sum of its parts. We believe our clients are better served by the collective than the individual.

Five years after WME was created from the merger of Endeavor and the William Morris Agency, the team at WME walks that walk every day. Every single employee works tirelessly, taking ownership of making WME the best agency in the world.

Now, we turn toward building this sense of ownership in IMG and, more importantly, between our two companies. We are confident that each of us is up to the challenge for one very good reason: it's already happening. Many of you have begun to reach across the aisle to create the best possible opportunities for our stakeholders, and we fully expect that to become the rule—not the exception—in the years ahead.

## THE BUSINESS

Endeavor provides our clients and partners with unparalleled global access and best-in-class institutional knowledge. Our relationships and diverse expertise allow us to see around the bend before anyone else and ensure we're never limited by what's been done before. To stay ahead of the curve, we invest in our core businesses while simultaneously engaging with new models, industries and revenue streams (e.g. Droga5, Jingle Punks, Pinterest, The Raine Group, RED Interactive, Songza, Uber, Vice Media and Warby Parker).

We are building a company that constantly evolves to anticipate the needs of our clients and partners, helping them chart the best course forward. A company that benefits from scale but refuses to be encumbered by it. A company that doesn't live or die by one success or failure.

We are building a company that recognizes that even in the most difficult economic times, people want to be entertained. In good times and bad, we seek experiences to share, heroes to celebrate, and villains to condemn—or come to forgive. We find hope in the human narrative. We believe that storytellers, artists and athletes have the ability to shape the way people see and relate to the world around them. By serving as the foundation and catalyst for those people, we're creating a company that will endure.

## OUR COMMITMENTS

To grow strategically and thrive across the board, we must build from a strong foundation. As we join WME and IMG and evolve our company, the following commitments will inform every decision we make:

- Our clients, partners and colleagues always come first.
- We cultivate a culture of innovation, collaboration and entrepreneurial spirit.
- We embrace change, rather than fear it.
- We learn from our mistakes.
- We are our own harshest critics.
- We fiercely advocate for brilliant ideas, no matter their origin.

## MOVING FORWARD

In the year ahead, our focus remains unchanged: be the best for our clients, partners and colleagues. We've come this far through our unmatched instincts, sheer will, strategy and creativity. We've succeeded by never losing sight of what an exceptional privilege it is to do the work we do each day. We will make mistakes in the years ahead, but never stop swinging for the fences. We will continue to reimagine what content means across all platforms, and always play the long game. We will work together to constantly rethink our businesses and aggressively pursue new opportunities. From this day forward, we expect each and every one of you to operate as if we have nothing to lose and everything to gain.

# ENDEAVOR

Thank you all for your commitment and hard work. We're excited for all that lies ahead.

There's nothing we can't achieve if we continue working together and simply refuse to settle for anything less than the best.

– **Patrick & Ari**

## **DESCRIPTION OF HANDBOOK**

This Employee Handbook is intended to provide all employees of William Morris Endeavor Entertainment, LLC, IMG Worldwide Holdings, LLC and their respective subsidiaries (collectively, the "Company"), with an overview of employment policies, benefits and procedures, and the terms and conditions of your employment. We expect you to read this Handbook, become familiar with and understand its contents. If you have any questions, feel free to discuss them with your supervisor or Human Resources.

Neither this Handbook, nor any other Company policy or procedure, nor any written or oral policies or statements by any employee of the Company, including any management or supervisory employee, creates or is intended to create an express or implied contract with regard to the length of your employment, or the terms and conditions of your employment, or any other matter. Also, neither this Handbook, nor any other Company policy or procedure, nor any written or oral policies or statements by any employee of the Company, including any management or supervisory employee, creates or is intended to create a promise or representation of continued employment, or a guarantee of a particular job position, title, responsibilities or particular level of compensation. Your employment is and always will be one of voluntary "at-will" employment.

Except for the at-will nature of your employment, the Company may, at its option, change, delete, suspend or discontinue any part or parts of the provisions of this Handbook, or any terms and conditions of your employment, at any time, prospectively. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following: promotion; demotion; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; work rules; hours and schedules; job duties and responsibilities; production standards; reduction, cessation or expansion of operations; determinations concerning the use of equipment, methods or facilities; or any other term or condition of employment that the Company may determine to be necessary for the efficient, economic or safe operation of its business.

Your continued employment with the Company signifies that you understand and acknowledge all of the provisions of this Handbook. No oral or written statement or promise by any Company employee, including any management or supervisory employee, is meant to be nor may be interpreted as a change in the provisions of this Handbook, unless that statement or promise is set forth in a writing signed by Human Resources.

This Handbook replaces (supersedes) all previously issued employee handbooks as of 07/01/2015. Any previous policies or procedures, whether written or oral, that are inconsistent with those contained in this Handbook, are superseded by this Handbook.



## ***AT-WILL EMPLOYMENT***

While we hope that your employment with the Company will be mutually satisfactory, please understand that continued employment is not guaranteed for any employee. Unless as stated in this paragraph, employment at the Company is at-will. This means that you are free to leave your employment at any time, with or without cause or advance notice, and the Company may terminate your employment at any time, with or without cause or advance notice. The Company also retains the right to modify your employment, including your position, duties or responsibilities, or otherwise discipline, transfer or demote you, at any time, with or without cause or advance notice, consistent with applicable law. No one at the Company has the authority to change this policy of at-will employment, or enter into an agreement for employment for a specified period of time, unless such agreement is in writing and signed by an authorized signatory of the Company. Unless a fixed term of employment has been set forth in a written employment agreement, this policy sets forth the sole and entire understanding between you and the Company as to the nature and duration of your employment relationship with the Company.

## ***IMMIGRATION LAW COMPLIANCE***

Pursuant to its legal obligations, the Company is committed to employing only United States citizens and other individuals who are legally authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin. In keeping with this obligation, the Company is required to inspect documentation that establishes each individual's identity and legal authorization to work in the United States. This requirement also applies to former employees who are offered re-employment with the Company. Each applicant and employee must attest to his or her identity and legal authorization to work on a federal Form I-9, which will be provided by the Company. All employment offers and continued employment are conditioned upon furnishing satisfactory evidence of identity and legal authorization to work in the United States. In no event can the Form I-9 be completed and returned to the Company more than three business days after an individual is hired.

Furthermore, the Company takes compliance with all applicable immigration and visa/work permit laws very seriously. Employees should assume that every country that you or a client travels to for work requires advance approval of that country to do so. Violations of immigration laws are a criminal offense and may include incarceration, monetary fines, deportation, and/or future travel restrictions or bans. Furthermore, helping a client avoid work permit or visa requirements exposes you and the Company to the same legal risks as if you were evading such requirements yourself and is strictly prohibited. Employees should always contact the Human Resources or Legal Department prior to travelling abroad for business to ensure compliance with the above.

## ***EQUAL EMPLOYMENT OPPORTUNITY***

The Company is committed to providing equal employment opportunity for all applicants and employees consistent with applicable federal, state and local law. The Company will not discriminate against any qualified applicant or employee with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth and related medical condition), sexual orientation, gender (including gender and transgender identity and expression), religion, creed, genetic information, physical or mental disability (actual or perceived), medical condition including genetic characteristics,

# ENDEAVOR

age, citizenship, military service status, marital status, registered domestic partner status, family status or any other characteristic protected by applicable law. The Company also prohibits discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This commitment applies to all persons involved in the operations of the Company, and prohibits unlawful discrimination by any employee of the Company, including managers, supervisors and co-workers.

## *HARASSMENT AND DISCRIMINATION POLICY*

### **A. INTRODUCTION**

The Company is committed to providing equal employment opportunity for all applicants and employees consistent with applicable federal, state and local law. The Company will not discriminate against any qualified applicant or employee with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth and related medical condition), sexual orientation, gender (including gender and transgender identity and expression), religion, creed, genetic information, physical or mental disability (actual or perceived), medical condition including genetic characteristics, age, citizenship, military service status, marital status, registered domestic partner status, family status or any other characteristic protected by applicable law. The Company also prohibits discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This commitment applies to all persons involved in the operations of the Company, and prohibits unlawful discrimination by any employee of the Company, including managers, supervisors and co-workers.

### **B. SEXUAL HARASSMENT**

Sexual harassment is a subject that is often misunderstood. Thus, it deserves special explanation. Because words and gestures may sometimes be interpreted differently by different individuals, it is important for each employee to understand that his or her behavior in the area of sexual harassment will be judged by its effect upon other persons, and not by his or her original intentions. Even compliments as to personal appearance, for example, may not be appropriate in the workplace if such compliments could be misinterpreted as sexual commentary or an unwelcome invitation to a more intimate relationship. Jokes with sexual content or overtones may be offensive to certain people. Criticism of persons on the basis of their gender, or the posting or transmission of sexually explicit photographs, cartoons or pictures, may offend others who are exposed to them. In each case, someone may be offended without any intention on the part of the actor to cause offense. In some cases, third parties not involved in a conversation, but who overhear parts of it, may be offended at sexual content or remarks.

- Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:
  - Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment;
  - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  - Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance, or creating an intimidating, hostile, offensive or abusive working environment.

- Sexual harassment covers a range of behaviors, including subtle and not-so-subtle, verbal and non-verbal behavior. It can be engaged in or experienced by both males and females. The Company will not tolerate any form of harassment based on a protected characteristic at any level. Examples of the types of conduct that may, depending on the circumstances, constitute harassment include, but are not limited to, the following behavior:
  - Verbal conduct such as epithets, derogatory jokes, teasing, comments about a person's body, questions or discussions of one's own or another person's sexual experiences, slurs or unwanted sexual advances, invitations or comments;
  - Visual conduct such as derogatory and/or sexually-oriented computer screen savers, posters, photography, cartoons, electronic mail ("e-mail"), drawings or gestures;
  - Physical conduct such as assault, unwanted touching, pinching, patting, staring at parts of a person's body, blocking normal movement or interfering with work based on a person's sex, race or any other protected characteristic;
  - Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
  - Retaliation for reporting or threatening to report harassment, assisting in making a harassment complaint or cooperating in a harassment investigation.

Harassment or discrimination based on a protected characteristic is unacceptable both in the Company's offices and in any work-related setting outside the Company's offices such as during business trips, on office outings, at parties and at business-related social events. It is also unacceptable to harass persons who are not Company employees but who may be encountered through or in connection with Company activities, such as visitors, independent contractors, clients or others connected with the Company.

## **C. OTHER TYPES OF HARASSMENT**

Conduct similar to that described above, which is based upon or motivated by race, color, national origin, ancestry, religion, creed, genetic information, physical or mental disability (actual or perceived), medical condition including genetic characteristics, age, citizenship, military service status, marital status, registered domestic partner status, family status or any other characteristic protected by applicable law, is also prohibited and will not be tolerated.

## **D. COMPLAINT AND INVESTIGATION PROCEDURES**

All employees, and particularly supervisors, are responsible for keeping our work environment free of harassment and discrimination. Any employee who becomes aware of an incident of harassment or discrimination in violation of this policy, whether by experiencing it first-hand, witnessing the incident, or being told of it, must report it to the Human Resources, a senior member of management, or a Company Board Member as soon as possible after the incident so that complaints can be quickly and fairly resolved. Alternatively, an employee can utilize the Company's third party anonymous complaint hotline via telephone (877.537.8685) or online at <http://news.wmeent.com/wme-img-business-ethics-hotline/> (WME) or <http://wmeimgconnect.img.com/wme-img-business-ethics-hotline/> (IMG).

If you believe that you have been harassed, you are encouraged to tell the harasser to stop, if you feel comfortable in doing so. You must also report the complaint to the Human Resources, any supervisor, any senior member of management or a Company Board Member, as soon as possible after the incident.

# ENDEAVOR

Your complaint should include details of the incident(s), names of the individuals involved and names of any witnesses. Supervisors will refer all harassment or discrimination complaints to the Head of Human Resources.

When management becomes aware of such a complaint, it will take prompt and appropriate action. The Company will promptly undertake an effective, thorough and objective investigation of the allegations. The Company is obligated to investigate allegations of harassment or discrimination, whether or not the alleged victim wants the Company to do so. Complaints and investigations will be handled as discreetly as possible, with due regard for the rights of the complainant and the alleged harasser. Information about the investigation and complaint will only be released to individuals on a need-to-know basis, or as otherwise required by law.

If the Company determines that harassment or discrimination in violation of this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Appropriate action will also be taken to deter any future harassment or discrimination. Any employee determined by the Company to be responsible for harassment or discrimination will be subject to appropriate disciplinary action, up to and including immediate termination of employment. If the harasser is a non-employee, such as a vendor or supplier, the Company will take appropriate action to ensure that the behavior does not continue.

It is unlawful to retaliate or take reprisals in any way against an employee who has articulated a good faith concern or complaint about harassment or discrimination based on any protected characteristic. The Company will not retaliate against an employee who reports alleged harassment or discrimination, assists in making a complaint, or cooperates in an investigation, and the Company will not tolerate or permit retaliation by any supervisor or other employee.

## **E. MANAGER TRAINING**

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all managers and supervisors on sexual and all other forms of prohibited harassment, at least once every two years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment will help eliminate it in our workplace altogether.

## **F. EMPLOYEE LIABILITY FOR HARASSMENT AND RETALIATION**

All employees, including managers and supervisors, may be subject to disciplinary action including termination and/or may be personally liable for monetary damages if they engage in any of the following conduct: harassing another employee, applicant or independent contractor; knowing about harassment but failing to report it to Human Resources; retaliating or allowing retaliation against an employee, applicant or independent contractor who reports alleged harassment, assists in making a harassment complaint or cooperates in a harassment investigation.

Depending upon the circumstances, conduct in violation of this policy may not be within the course and scope of employment or the direct consequence of the discharge of the employee's duties. Accordingly, to the extent permitted by law, the Company reserves the right not to indemnify, provide a defense, or pay damages assessed against employees for conduct in violation of this policy.

## **G. ADDITIONAL INFORMATION**

In addition to the Company's internal complaint procedure, the Federal Equal Employment Opportunity Commission, the Department of Fair Employment and Housing in California, and similar state fair employment agencies in other states investigate and prosecute complaints of harassment, retaliation and discrimination in employment. If you think you have been harassed or discriminated against or retaliated against for resisting or complaining, you may file a complaint with the appropriate federal or state agency. The nearest office of each agency is listed in the telephone book or can be found via internet search.

## **H. ADULT CONTENT**

The Company is dedicated to helping its clients pursue their goals in motion pictures, television, music, personal appearance, literature, theatre, commercials, sports and other areas related to entertainment. From time-to-time, the Company's business and the services it provides for clients may require the Company and its employees to discuss or otherwise be exposed to subject matter that is sexually explicit or graphic, or may otherwise be deemed offensive or disturbing. Your acceptance of employment and continued employment with the Company constitutes consent to possibly being exposed to offensive subject matter. However, should you at any time find that you are uncomfortable with performing your duties, you should discuss your concerns with either your supervisor or a representative of Human Resources.

## ***REASONABLE ACCOMMODATION***

### **A. REASONABLE ACCOMMODATION OF DISABILITIES**

The Company complies fully with the Americans with Disabilities Act and applicable state and local laws that protect individuals with disabilities. The Company prohibits discrimination in employment against otherwise qualified applicants and employees because of a physical or mental disability, and also prohibits discrimination based on a perception of, or association with people with such a disability. The Company will make reasonable accommodations to enable qualified persons with known disabilities to perform the essential functions of their job, where doing so would not result in an undue hardship, and is consistent with the Company's legal obligations.

Employees who wish to request reasonable accommodation should contact Human Resources. Supervisors who learn that an employee may need an accommodation must notify Human Resources. The Company encourages employees to discuss any need for reasonable accommodation as early as possible and to offer suggestions of possible reasonable accommodations. This will help everyone work together to arrive at an appropriate accommodation.

If you are not eligible for a medical leave which provides for the continuation of health care coverage, and leave is determined to be a reasonable accommodation, the Company will continue to make its contribution to any group health insurance premium only through the end of the month in which the leave begins consistent with the applicable health plan and law. In such a case, you may continue your group health insurance coverage under COBRA. You should contact Human Resources for further information.

### **B. LACTATION ACCOMMODATION**

Employees who wish to express breast milk at work may request a reasonable accommodation to do so, which may include increased break time and privacy, including the availability of a specific room for this purpose.

# ENDEAVOR

## **C. PREGNANCY ACCOMMODATION**

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a doctor's written certification to Human Resources attesting that the accommodation request is upon the doctor's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to terminate any other employee, transfer any employee with more seniority than the pregnant employee, or promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits regularly provided to employees working in that position.

## **RETALIATION PROHIBITED**

As more fully set forth in various policies in this handbook, the Company encourages employees who have job-related concerns or complaints to talk them over with the Company. To further encourage employees to bring job-related concerns or complaints to the Company's attention, and to protect employees who do so, the Company prohibits retaliation against any employee (i) for good-faith reporting of job-related concerns or complaints including, but not limited to, discrimination, workplace harassment and compensation issues; and (ii) for cooperating in any investigation regarding job-related concerns or complaints.

The Company further prohibits retaliation against any employee who, in connection with any proceeding by or before any regulatory authority, administrative agency, government enforcement agency, court, arbitration or other governmental forum or body, lawfully does any of the following: participates or assists in any investigation or hearing, provides testimony or files a complaint or claim.

Any employee, including any supervisor or manager, who retaliates against any employee in violation of this policy, is subject to immediate disciplinary action, including termination of employment.

## **WAGES AND HOURS**

### **A. EMPLOYMENT CLASSIFICATIONS AND CATEGORIES**

All positions with the Company are classified as either exempt or non-exempt.

Non-exempt employees are those employees who are entitled to receive overtime compensation in accordance with state and federal law.

Exempt employees are those supervisory, professional, administrative and other employees who are exempt from overtime requirements in accordance with applicable state and federal law. In that context, the provisions of this Handbook shall be interpreted, applied and administered to ensure that exempt employees who are required to be paid on a "salary basis," are paid consistent with the requirements of the Fair Labor Standards Act and applicable state law. Although exempt employees are generally entitled to their salary for any week in which they perform work, deductions can and will be made when permitted by law, and in a manner which retains the employee's exempt status. For instance, an exempt employee's salary may be reduced when taking intermittent leave or reduced workweek leave under the Family and Medical Leave Act and similar state laws, and for complete days of absence for personal reasons.

For purposes of determining whether an exempt employee has performed any work in the week, the workweek for exempt employees is the same as prescribed for non-exempt employees.

Within the classifications of exempt and non-exempt employees, the Company has designated the following sub-classifications. If an employee is regularly scheduled to work 30 hours or more per week for a period of indefinite duration, the employee is classified as a full-time employee. If an employee is regularly scheduled to work less than 30 hours per week for a period of indefinite duration, the employee is classified as a part-time employee.

An employee hired to work for a short-term or project basis, or on a special assignment, with the understanding that their employment will be completed within a definite, and usually, short period of time, is classified as a temporary employee. A temporary employee may be hired to work any number of hours. For purposes of this Handbook, the phrase “full-time employee” does not include a temporary employee.

All employees are entitled to participate in those benefit programs mandated by law and for which they are eligible, such as workers’ compensation insurance, and are entitled to the protections of the Company’s workplace policies, including those policies barring discrimination and harassment in employment.

Full-time employees are eligible for additional benefits as outlined in the applicable benefits documents and contracts. Part-time and temporary employees are not eligible for, and therefore do not participate in, the benefit programs that the Company provides to full-time employees, unless the benefit program section of this Handbook or the terms of the Company’s applicable benefits expressly provide that such employees are eligible to participate in such benefit or as otherwise required by law.

## **B. INDEPENDENT CONTRACTORS**

The Company may retain independent contractors as needed. Independent contractors are not employees of the Company. The Company does not withhold taxes from an independent contractor’s fee in accordance with applicable law. Independent contractors are generally not eligible for Company-sponsored benefits or participation in Company programs unless set forth specifically in a writing and signed by the independent contractor and the General Counsel of the Company.

## **C. HOURS OF WORK AND TIME RECORDS**

The Company’s regular full-time hours of operation vary office to office. Please consult your supervisor for applicable hours of operation.

From time to time, your supervisor may need to change your schedule to meet the Company’s needs. Notice will be given as far in advance as possible. All employees are expected to be at their workstations at the start of their scheduled shifts, ready to begin work.

Time records are used to accurately record hours worked and to correctly pay non-exempt employees. Each non-exempt employee must complete the employee’s own timesheet on a time card accurately and timely. Each non-exempt employee must record the time the employee begins and ends the workday, and begins and ends their meal period.

An employee who falsely or inaccurately records his or her time is subject to disciplinary action, up to and including termination of employment. Falsifying time records includes, but is not limited to, recording time on the time record of a fellow employee, or asking another employee to record time on your time record.

# ENDEAVOR

Additionally, no supervisor or manager can permit a non-exempt employee to work “off the clock.” If your supervisor or manager asks you to work “off the clock,” you must immediately bring this issue to Human Resources. No employees are permitted to work “off the clock” at any time. For the purposes of this policy, “off the clock” work is where a non-exempt employee works for the Company, but does not accurately record his or her time in the Company’s approved time record.

Submission of a timesheet to your supervisor is a representation that you have accurately recorded all hours that you have worked or taken as time off in accordance with Company policy. Employees are subject to disciplinary action, up to and including termination, for misrepresenting any information on a timesheet, including but not limited to, under or over reporting of time. Any errors on a time record should be reported immediately to your supervisor or Human Resources.

Supervisors or managers are only authorized to change an employee’s time record to accurately reflect the employee’s actual work hours. If you believe that a supervisor or manager has modified your time record to inaccurately reflect your work hours, you must immediately inform Human Resources of the alleged inaccuracy.

Supervisors and managers are not permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee’s time. Supervisors and managers who do so are subject to disciplinary action, up to and including termination.

Exempt employees may also be required to record their time worked and report absences from work for reasons such as leaves of absence, sick leave or personal business.

## **D. MEAL AND REST PERIODS**

Non-exempt employees are provided at least a 30 minute uninterrupted meal break, which must begin by the end of the fifth hour of work. This meal break may not be waived by the employee unless he or she will work no more than six hours that day and has signed a meal period waiver. Non-exempt employees are free to leave the premises to take their meal period. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Each workday, non-exempt employees are authorized and permitted to take a 10-minute rest period for every four hours of work or major portion thereof. Employees should take one break in the mid-morning and one in the mid-afternoon. These short breaks need not be noted on timesheets. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time.

Rest periods cannot be combined with the meal break. Employees may not skip rest and meal breaks to shorten the workday. Non-exempt employees who encounter any obstacles to taking their meal or rest breaks are required to notify Human Resources immediately. Non-exempt employees who fail to comply with this policy will be subject to disciplinary action.

On the rare occasion that a non-exempt employee is required to remain on premises due to workload or client needs during a meal or rest break, the employee must notify his or her supervisor immediately to obtain approval and ensure proper pay for the time.

All exempt employees are encouraged to take a meal break between 1:00 p.m. and 2:00 p.m., the standard Company lunch hour, and to take a break of at least 10 minutes each morning and afternoon.



## **E. OVERTIME PAY**

Non-exempt employees may be required to work overtime as necessary. For purposes of determining which hours of work constitute overtime, only actual hours worked in a given workday or workweek will be counted. Hours paid but not worked, such as vacation or other paid leave, are not counted in calculating overtime compensation. The Company will attempt to distribute overtime equitably. All overtime work must be authorized in advance in writing by your supervisor. Non-exempt employees should not start work before their scheduled start time or work beyond their scheduled ending time without written prior approval by their supervisor. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law.

For purposes of determining overtime pay for non-exempt employees, the workday begins at 12:01 A.M., and the workweek begins at 12:01 A.M. on Monday.

Unless otherwise required by state law, employees will be paid overtime at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours in one workweek.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## **F. ACCURACY OF PAY**

It is the Company's goal to ensure that all employees are properly paid for all of their work (including all hours worked for non-exempt employees), at the appropriate rate provided by Company policy, and the requirements of federal, state and local law. Therefore, it is every employee's responsibility to examine his or her paycheck and paycheck stub to ensure that he or she is being properly paid for all work time and that the paycheck and pay stub are accurate. If at any time an employee believes that he or she is not being properly paid for all his or her work, including that an improper deduction has been made, the employee must immediately inform Human Resources. Additionally, if a non-exempt employee believes that his or her time records or payroll records are inaccurate, or that these records do not correctly set forth the hours which the employee worked or the compensation to which the employee is entitled, the Company encourages the employee to immediately bring this to the attention of Human Resources. The Company will review the matter and will respond to the employee. Depending upon the facts, such response may include reimbursement and a commitment to avoid such errors in the future.

## ***GARNISHMENTS***

The Company must comply with court orders in connection with the collection of personal debts. To the fullest extent permitted by law, excessive garnishments may result in termination of employment.

## ***EMPLOYEE BENEFIT PROGRAMS***

### **A. INTRODUCTION**

Full-time employees become eligible for benefits as provided in this Handbook. Group health and other insurance benefits, and the eligibility therefore, are governed by applicable law and plan documents. The administrators of the respective benefit plans reserve the right to exercise their discretion to determine eligibility under the plans, to interpret the plan documents and to administer the plans. The plan documents and summary plan descriptions are available for employee review. Nothing in this Handbook is intended to

# ENDEAVOR

amend or modify any summary plan description or any benefit plan. Any inconsistencies between the plan documents and this Handbook are resolved by reference to the plan documents as interpreted by the plan administrators. The Company reserves the right to eliminate or modify the benefits offered to employees at any time, and to change or increase the cost to employees for benefit premiums. The Company's right to eliminate or modify these benefits, or the costs to the employee of these benefits, is not limited by an employee's length of service, or by an employee's reliance on the availability of these benefits in deciding whether to accept, continue or retire from employment with the Company.

## **B. GROUP HEALTH INSURANCE BENEFITS**

Full-time employees may participate in the Company's group medical plan, dental plan and life insurance plans in accordance with the terms of those plans. A full-time non-exempt and exempt employee shall become eligible for group insurance on the first day of the month following date of hire. Dependents may also be covered under the plan. Dependents are defined by the applicable plan documents. More details about the Group Health Insurance Benefits are explained in special booklets available from Human Resources.

## **C. HOLIDAYS**

The Company will observe certain paid holidays during the year, pursuant to a schedule usually published each January. The holiday schedule for each year is established on a yearly basis. Therefore, the individual holiday dates observed may change from year to year.

Only full-time employees are eligible for paid holidays. To be eligible for holiday pay, you must be on active status at work or on approved paid leave, such as vacation, for a full eight hours on the scheduled work day before and after such holiday. An employee on unpaid leave of absence is not eligible for holiday pay. If there is a holiday during an employee's vacation, the employee will receive holiday pay and such time will not be charged to the employee's vacation.

Exempt employees who work on a holiday are not entitled to additional pay.

## **D. SICK LEAVE**

Full-time employees are eligible for sick leave benefits and will be provided with details on their specific plans.

Any employee returning from sick leave may be required to furnish a doctor's certificate to Human Resources verifying eligibility to return to work.

When disability benefits are paid under the Worker's Compensation Act for lost time resulting from injury or sickness related to an employee's job, the amount of Worker's Compensation, plus paid sick leave, will not exceed the employee's regular base rate of pay.

When State Disability Benefits are paid under the State Disability Insurance Act for lost time because of injury or sickness not related to the employee's job, state law provides that the weekly state benefits plus sick leave benefits may not exceed the employee's average earnings. Therefore, when an employee is eligible for such state benefits, the total of the Company's sick leave benefits may not exceed his or her base salary, minus the state benefits for which he or she is eligible.

Sick leave is limited to personal illness or injury or medical condition or for visits by the employee to his or her healthcare provider, except as set forth below. An employee may use paid sick leave for medical or worker's compensation leave, and pregnancy disability leave. Sick leave may not be used as vacation days.

An employee may use up to one-half of his or her yearly paid sick leave for the purpose of attending to the illness of a child, parent, spouse or domestic partner. For purposes of this sick leave use, a child is defined as a biological, foster or adopted child, stepchild or legal ward, or someone you have accepted responsibility for raising, even if he or she is not your legal child. A parent is defined as your biological, foster or adoptive parent, stepparent or legal guardian. A spouse is defined as your legal spouse under state law. A domestic partner is defined as your legal domestic partner under state law. All restrictions placed upon the use of paid sick leave apply to use of sick leave to attend to the illness of a child, parent, spouse or domestic partner.

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor and Human Resources as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give his or her supervisor and Human Resources notice of the need to take sick leave immediately and, unless impossible, such notice shall be given before the start of the employee's scheduled work day, and prior to the start of each additional work day thereafter that the employee is absent.

The Company reserves the right to request verification for any absence due to illness or disability from a licensed healthcare provider. Sick leave pay may be withheld if the Company does not receive satisfactory verification.

An employee who is absent from work and who, without justification acceptable to the Company, fails to communicate with a supervisor or Human Resources about the absence for three consecutive days, is considered to have voluntarily terminated his or her employment.

Unless required by applicable state law, sick leave must be used in the year in which it is earned and does not carry over from year-to-year. Employees will not be paid for unused sick leave upon termination of employment.

## **E. VACATION**

Full-time employees are eligible for vacation time benefits and will be provided with details on their specific plans under separate cover.

## **F. VOLUNTEERING**

The Company values community service. To further contribute to our communities and those in need, all full-time employees are allowed up to three paid volunteer days (8 hours per day) each calendar year. If an employee volunteers at the direction or control of Endeavor, the time spent doing those activities does not count against his/her three personal days of allotted volunteer time. Volunteer time should be spent with not-for-profit entities, whether registered 501(c)(3) organizations or otherwise. Employees must provide advanced notice and seek advance approval from their manager before taking a volunteer day. Managers will attempt to approve the volunteer day on the day requested, so long as it does not interfere with business needs. Employees are personally responsible for any expenses incurred in taking the optional paid volunteer days.

# ENDEAVOR

## **G. BEREAVEMENT**

Regular full-time and regular part-time employees are eligible for bereavement.

Employees who need to take time off due to the death of an immediate family member should notify their supervisor and Human Resources immediately. We will make every reasonable effort to accommodate employees based upon their individual circumstances. The Company defines “immediate family member” as the employee’s spouse or domestic partner, parent, child or sibling; the employee’s spouse’s or domestic partner’s parent, child or sibling; the employee’s child’s spouse; and the employee’s grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.

While on bereavement, you will be paid your regular rate of pay for each scheduled workday missed, up to a maximum of three days. You may be required to furnish satisfactory evidence to support the time off.

## **H. RETIREMENT BENEFITS – PROFIT SHARING & 401(K) PLAN**

The company offers both a Profit sharing and 401(k) feature in the interest of helping employees save for retirement. Prudential is the provider for the Plan.

401(k) - Employees become eligible for the 401(k) after 3 consecutive months of service. Those who choose to enroll can contribute from 1% to 80% of their bi-monthly pay, with the total annual contribution not to exceed the maximum as set by the IRS. The contributions can be designated as Traditional (tax-deferred), Roth, or a combination of both.

There is both an automatic enrollment feature and an automatic acceleration feature built into the 401(k). Those who do not designate a certain contribution percentage, and who do not opt out of the 401(k), will be automatically enrolled at 4%. Furthermore, the percentage will increase annually by 1% on each July 1st, up to a maximum total contribution percentage of 10%. You may opt out of either or both, or change your contribution percentage at essentially any time, by contacting Prudential via phone or website – contact info below.

Profit Sharing - Employees essentially become eligible for Profit Sharing on the Entry Date following their second anniversary with the Company, subject to them satisfying the hours worked criteria of 1,000 hours per year. Enrollment is automatic for all eligible employees. Contributions are discretionary, and may vary by plan year.

Those eligible participants who continue to satisfy the hours worked criteria, and are employed by the Company on the last calendar day of the year, are eligible for a discretionary profit sharing contribution. Any contributions made are immediately and fully vested, and are typically deposited into the participants’ retirement account around the end of the 2nd quarter following the respective plan year.

More details about the Profit Sharing & 401(k) Plan are explained in the WME IMG Profit Sharing and 401(k) Plan Summary Description, which can be obtained from Human Resources.

## **CONTACT INFO FOR PRUDENTIAL:**

Web Site: [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement)

Phone #: **1-877-778-2100**

*[Prudential Participant Service Representatives can be reached Monday through Friday from 8:30 a.m. to 8:00 p.m. EST.]*

## **LEAVES OF ABSENCE**

### **A. FAMILY AND MEDICAL LEAVE**

You should notify Human Resources, in writing if possible, as soon as you become aware that you may need a leave of absence for any reason. The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. Employees will be eligible for the most generous benefits available under applicable law, so that if your state provides different and better benefits than federal law, then that state’s law will be applied.

You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave. You must also provide prompt notice to the Company of any change(s) to your return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment. Misuse of a leave is also prohibited. Misuse of leave includes not returning to work from a leave when the reason the leave was granted no longer exists, or using leave for a purpose for which it was not granted. For instance, if an employee is granted leave for 2 weeks to take care of an ill family member, but the employee goes on vacation, or after 1 week the family member is no longer ill and the employee fails to return to work, the employee has misused the leave.

The Company may postpone or proceed with any counseling, performance review or disciplinary action, including discharge, that was contemplated prior to any employee’s request for, or receipt of, a leave of absence, or that has come to the Company’s attention during the leave. If any action is postponed during the leave of absence, the Company reserves the right to proceed with the action upon the employee’s return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to the Company’s expectations, and to observe all of the Company’s policies, rules and procedures.

### **1. EMPLOYEE ELIGIBILITY**

To be eligible for federal FMLA Leave benefits, you must: (a) have worked for the Company for a total of at least 12 months; (b) have worked for the Company at least 1,250 hours over the previous 12 months as of the start of the leave; and (c) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

# ENDEAVOR

## 2. REASONS FOR LEAVE

Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- the birth, adoption, or foster care of an employee's child and to care for that child within 12 months following birth or placement of the child ("Bonding Leave");
- to care for the employee's spouse, son, daughter, or parent with a serious health condition ("Family Care Leave");
- an employee's inability to perform one or more of the essential functions of the employee's job because of a serious health condition ("Serious Health Condition Leave");
- a qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country ("Military Emergency Leave"). Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings; or
- to care for a spouse, son, daughter, parent or next of kin, who is: (a) a current Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a veteran of the Armed Forces (including members of the National Guard or Reserves) who, during the 5 years prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, was discharged or released therefrom under conditions other than dishonorable, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred or aggravated in the line of duty while on active duty ("Military Caregiver Leave").

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

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

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of a "serious health condition" applicable to Family Care Leave and Serious Health Condition Leave.

### 3. LENGTH OF LEAVE

The maximum amount of FMLA Leave will be 12 workweeks in a 12-month period when the leave is taken for: (a) Bonding Leave; (b) Family Care Leave; (c) Serious Health Condition Leave; and/or (d) Military Emergency Leave. The 12-month period is determined on a rolling period basis, looking backward from the date an employee uses any FMLA leave.

The maximum amount of FMLA Leave will be 26 workweeks in a 12-month period when the leave is taken for Military Caregiver Leave. The 12-month period for purposes of Military Caregiver Leave begins on the date of your first use of Military Caregiver Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

Under some circumstances, you may take FMLA Leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary and otherwise in accordance with applicable law.

### 4. NOTICE AND CERTIFICATION REQUIREMENTS

- Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

#### Employees are required to provide:

- when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day);
- when the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days;
- periodic recertification (upon request); and
- periodic reports during the leave.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for Military Emergency or Military Caregiver leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Certification forms are available by contacting Human Resources. At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation.

- Military Emergency Leave Requirements

#### Employees are required to provide:

# ENDEAVOR

- as much advance notice as is practicable under the circumstances;
- a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on covered active duty or call to active duty status and the dates of such service when the employee requests leave; and
- a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available by contacting Human Resources.

Regardless of the type of FMLA leave at issue, covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## *5. FAILURE TO PROVIDE CERTIFICATION AND TO RETURN FROM LEAVE*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the requested leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment. However, extensions to the FMLA Leave period may be granted when the leave is necessitated by an employee's work-related injury/illness, or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law, or by pregnancy/childbirth in some states and localities, or as otherwise required by applicable law. Certain restrictions on these benefits may apply. As soon as you or you and your treating medical practitioner conclude that you will be unable to return to work upon the expiration of your FMLA Leave eligibility, you must contact Human Resources.

## *6. COMPENSATION DURING LEAVE*

FMLA leaves are generally unpaid. However, an employee who is on a Bonding Leave, Family Care Leave, Serious Health Condition Leave, Military Emergency Leave and/or Military Caregiver Leave, may be paid during such a leave based on non-exempt and exempt status. Such employees are eligible for the equivalent of 4 weeks of pay for non-exempt status and 6 weeks of pay for exempt status. These payments will be coordinated with state disability plans or short term disability insurance if applicable. Non-exempt employees may elect to use accrued vacation and/or up to 5 days of accrued sick leave per calendar year, and exempt employees may elect to use up to 5 days of sick leave, prior to or after taking this Company-provided paid leave time, or to supplement short term disability pay received during FMLA leave. All such payments will be integrated so that employees will receive no more than their regular compensation during the leave period. The use of paid leave beyond the expiration of the Bonding Leave, Family Care Leave, Serious Health Condition Leave, Military Emergency Leave and/or Military Caregiver Leave does not serve to extend the length of that Leave.

## *7. BENEFITS DURING LEAVE*



If you are eligible, the Company will continue making contributions for your group health benefits, including voluntary non-medical benefits if applicable, during your FMLA leave on the same terms as if you had continued to work. This means that if you want your group health benefits coverage (and any voluntary non-medical benefits to continue during your leave), you must also continue to pay the insurance premiums and any other required payments that you pay through payroll deductions. Voluntary non-medical benefits include group life insurance, group disability insurance and other group non-health benefits you may have elected. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with these benefits for a 12 workweek period, unless longer periods of benefits maintenance are required pursuant to applicable law. Employees taking Military Caregiver Leave may be eligible to receive these benefits for up to a maximum of 26 workweeks.

If the Company pays any portion of your share of premiums for any benefits during FMLA leave, you must reimburse the Company, regardless of whether you return to work. To the extent permitted by law, if you fail to return to work at the conclusion of your FMLA leave, the Company may seek to recover our share of health insurance premiums that it paid during any unpaid FMLA leave. With limited exception, you will not be considered to have returned to work until you have returned to work for at least thirty (30) calendar days.

Your length of service as of the commencement of the leave will remain intact, but accrued benefits such as vacation and sick leave, if applicable, will not accrue while on an unpaid FMLA Leave.

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

## **8. JOB REINSTATEMENT**

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider certifying that the employee can perform the essential functions of the job with or without reasonable accommodation(s) as those essential functions relate to the employee's serious health condition.

For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

## **9. UNLAWFUL ACTS BY EMPLOYERS**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;

# ENDEAVOR

- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## *10. ENFORCEMENT*

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **B. COMPANY LEAVE OF ABSENCE**

Employees who are not eligible for leave under the Family and Medical Leave Policy may be eligible for a two (2) week paid leave of absence. Such leave may be granted, subject to management approval and as required by law, for up to two (2) weeks for an employee's own medical condition or for personal reasons. Exceptions to the two-week maximum leave period will be made for employees with disabilities who have requested additional leave as a reasonable accommodation, to the extent required by law. Such requests will be handled on a case-by-case basis.

Whenever possible, employees must provide at least thirty (30) days advance notice, to their supervisor and the Human Resources Department of their need for a leave. In case of an unforeseen circumstance in which thirty (30) days advance notice is not practical, the employee must provide as much advance notice as possible. Employees are required to update their supervisors, and Human Resources, in a timely manner, of their status while on leave.

Where an employee seeks Company Leave for his or her own medical condition, the employee must submit a written certification from his or her health care provider supporting the need for a medical leave of absence, although the employee is not required to provide the Company with a diagnosis or any "medical facts" about his or her medical condition. The certification also must include the employee's estimated return-to-work date.

Employees may use any accrued vacation during any Company leave. Additionally, if the Company leave is for a reason covered under the California Paid Sick Leave Law, employees may use available Personal Time/California Paid Sick Time (regular full-time employees only), or California Paid Sick Time (all employees except regular full-time employees) during any otherwise unpaid Company leave. Employees also may be eligible for state disability or workers' compensation benefits during all or part of Company Leave. If the employee is receiving disability or workers' compensation benefits during the Company Leave, then the employee will not be required to use vacation, personal time, or California Paid Sick Time during that time, but may elect to do so, although s/he may not receive more than an amount equal to 100% of salary from a combination of paid time off and disability or workers' compensation benefits.

Group insurance benefits ordinarily provided by the Company, and for which the employee is otherwise eligible and enrolled, will continue for up to 30 days while the employee is on an approved leave. The employee will continue to be responsible for the employee's portion of the premium. During periods of leave when the employee is not receiving any compensation from the Company, the employee will need to make timely benefits payments to Human Resources. If payment is not timely made, coverage may be

discontinued, and COBRA will be offered, if applicable. If COBRA applies, the employee will be notified by the Company of their COBRA options. It is important that employees respond promptly to the COBRA letter that is sent to them in order that their health insurance may continue without interruption.

Employees will not accrue additional benefits, such as vacation or seniority, while on Company Leave other than during periods when they are using vacation. Accruals will resume upon the employee's return to work.

Employees should speak directly with their supervisor and the Human Resources Department prior to taking a leave to ensure their understanding of all of their obligations to the Company while on leave; such as the employee's periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect the employee's ability to return to work under this policy, consistent with the requirements of applicable law.

As a condition of returning to work following a Company Leave for the employee's own medical condition, the employee should submit a health care provider's statement verifying the ability to return to work. If the employee fails to provide a fitness for duty statement, then the employee's return to work may be delayed until the statement is submitted.

There is no guarantee of reinstatement upon return from a Company Leave, unless required by applicable law. When reinstatement is not required by applicable law, the Company will attempt to place the employee in the same or a similar position, if such a position is available.

Additionally, a returning employee will have no greater right to reinstatement or to other benefits and conditions of employment than would apply had he or she not taken a leave. If the employee fails to return to work upon expiration of the approved leave, then, unless otherwise required by law, the employee generally will be considered to have voluntarily terminated employment.

Continuing or accepting other employment inconsistent with the leave during a Company Leave without proper disclosure and approval is prohibited.

Leaves of absence under this policy cannot be combined with any other leaves of absence permitted under Company policy or applicable law. Employees are only eligible for leave under this policy during their first year of employment (one year from their effective hire date).

#### Failure to Return from Leave

If an employee fails to return from an approved leave, the employee may be terminated for job abandonment, consistent with applicable law.

## **C. WORKERS' COMPENSATION DISABILITY LEAVE**

### *1. EMPLOYEE ELIGIBILITY*

The Company will grant you a workers' compensation disability leave in accordance with applicable state law if you incur a work-related illness or injury. As an alternative, the Company may offer you modified work where applicable. Leave taken for workers' compensation disability runs concurrently with FMLA leave under both federal and state law, unless otherwise provided by applicable law.

### *2. NOTICE & CERTIFICATION REQUIREMENTS*

You must immediately report all accidents, injuries and illnesses, no matter how minor, to Human Resources.

# ENDEAVOR

You must also provide Human Resources with a healthcare provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

### **3. BENEFITS DURING LEAVE**

Non-exempt employees may use up to 3 days of accrued vacation or sick leave, and exempt employees may use up to 3 days of sick leave, during each work-related disability leave and shall be required to do so whenever consistent with applicable law and the Company's workers' compensation policies in effect from time to time. The leave of absence is otherwise unpaid. The Company will coordinate use of accrued PTO, vacation or sick leave with any other benefits to which the employee is entitled. At no time will an employee receive a total payment greater than his or her regular pay.

If you are also eligible for FMLA leave under the federal or state medical leave laws, the Company will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, the Company may recover premiums it paid to maintain group health insurance coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for FMLA leave the Company will continue to make its contribution to any group health insurance premium only through the end of the month in which the leave begins. In such a case, you may continue your group health insurance coverage through COBRA. You should contact Human Resources for further information.

### **4. REINSTATEMENT**

Upon the submission of a medical certification to Human Resources that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to a work-related injury, the Company will attempt to accommodate you in accordance with applicable law. If you are returning from a workers' compensation disability leave that runs concurrently with a FMLA leave, then the provisions of the FMLA policy will also apply. The Company will retain an employee on a leave of absence for work-related disabilities until one of the following situations occurs:

- The employee is released for full or partial duty;
- The Company receives medical evidence satisfactory to it that the employee will be permanently unable to resume the duties the employee performed prior to the injury;
- The employee directly or indirectly informs the Company (e.g., by accepting other employment that is inconsistent with the intent to return to the job, moving out of the state, etc.) that he or she does not intend to return to the Company;
- Business needs require that the Company replaces the employee or eliminates the position, or the leave becomes an undue hardship; or
- The duration of the leave is indefinite.

### **D. MILITARY LEAVE AND MILITARY SPOUSAL LEAVE**

The Company provides military leave to the maximum extent provided by applicable law. Employees may request to substitute accrued paid leave for any unpaid portion of the military leave. Employees must notify Human Resources as soon as they know the required dates of service and, if requested, furnish Human Resources with a copy of the official orders or instructions.

In addition to any such leave which may be provided by the FMLA or other applicable federal or state law, an

employee working an average of 20 or more hours per week, who is the spouse of a member of the United States armed forces, national guard, or reserves who has been deployed during a period of military conflict (to a combat zone of operations or a combat theater), is allowed up to 10 days of unpaid leave to be used when the employee's spouse is on leave from military service. Employees who seek leave under this section may be required to provide documentation to support their requests for leave.

For purposes of this policy, "period of military conflict" means a period of war declared by the U.S. Congress or in which a member of a reserve component of the armed forces is ordered to active duty.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking military spousal leave.

## **E. JURY DUTY LEAVE**

In accordance with applicable state laws then in effect and with our commitment to promote good citizenship, the Company will not discharge or otherwise penalize any employee because of their absence at work to serve on a jury. The employee should present the jury notice to their supervisor and Human Resources immediately upon receipt.

Employees will be paid their full salary for time actually served, unless otherwise provided by law.

If you are relieved from jury service within such time that you are able to work 3 or more hours of your shift, you are required to do so. Jury duty proof of service slips must be submitted to your Supervisor weekly to document your time, who will forward the slips to Payroll. This benefit is available to all full-time regular and part-time regular employees immediately upon hire.

## **F. OTHER LEAVES**

The Company complies with all federal, state and local laws regarding leaves of absence, including all leaves that have not been specifically delineated in this Handbook. For information regarding any type of leave, please refer to the postings in the workplace and/or contact Human Resources.

## ***WORKPLACE SAFETY AND WORKPLACE INJURIES***

### **A. POLICY**

The responsibility for a safe and healthy workplace extends to every employee. Each employee is required to know and comply with the Company's general safety rules and to follow safe and healthy practices in the workplace. Safety consciousness on the part of everyone is necessary to prevent injuries. Employees are responsible for performing each work assignment in the safest manner possible. Safety is a practice that must be followed by every employee. Employees must immediately report any unsafe condition to Human Resources. An employee is subject to disciplinary action including termination of employment for engaging in any unsafe or unhealthy work practice or for violating established health and safety rules.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of Human Resources. All reports can be made without fear of reprisal.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor or Human Resources. Such notifications are necessary to comply

# ENDEAVOR

with laws and initiate insurance and workers' compensation benefits procedures. Once notified, a supervisor must complete an Accident/Exposure Investigation Report.

## **B. WORK-RELATED INJURIES**

A work-related injury is one which happens on the job or in the course of your work day. You should report any injury to Human Resources, no matter how minor it may seem to you. If Human Resources is not available, report it to any supervisor or manager, who shall in turn report it to Human Resources. Never attempt to treat your own or another employee's injuries. If you or your supervisor believes that you need medical attention, treatment will be arranged.

All medical treatment authorized and approved for on-the-job injuries or illness is provided to you at no cost through Workers' Compensation Insurance; the cost of this insurance is paid by the Company.

You may choose to have your personal physician (one who has previously provided medical care and retains your medical record) treat you immediately after an injury if you:

Notify Human Resources in writing, prior to any injury or illness, that you desire treatment by your personal physician in case of occupational injury or illness; and

Provide Human Resources with the name, address and telephone number of your physician, in writing.

You should inform your physician of these arrangements and make certain that if you are injured, your physician will file prompt and complete medical reports with our Worker's Compensation Insurance Carrier and Human Resources. No Worker's Compensation benefits can be paid until the proper medical information is filed.

In emergency cases, you will be referred to a hospital emergency room. In non-emergency cases, or after emergency treatment, if further medical care is required, you must use the services of a physician approved by our Workers' Compensation carrier for 30 days, unless you have previously made arrangements to use the services of your personal physician.

Any employee returning from Workers' Compensation leave must furnish to Human Resources a doctor's certificate verifying eligibility to return to work.

## **C. USE OF EXERCISE EQUIPMENT ON COMPANY PROPERTY**

All employees using exercise equipment, such as an exercise ball or treadmill, at their desk or in their office should contact Human Resources.

## **D. EMERGENCY NOTIFICATION SYSTEM**

In the event of an emergency, such as a severe weather disruption, earthquake, or other emergency where it is important to provide employees with time sensitive information, the Company will convey messages through Send Word Now (SWN), a third party emergency messaging system that delivers messages to your smartphone (via e.g. text message) based on the personal information that you supply to the Company upon hire. Please contact Human Resources for additional information regarding this important service.

## **E. RECREATIONAL ACTIVITIES**

From time to time, at its discretion, the Company may provide or fund voluntary recreational activities or events (such as intramural sports) for employees. The Company assumes no liability for such activities and an employee must sign a waiver (available from Human Resources) before participating.

## ***INSPECTIONS AND SEARCHES ON COMPANY PROPERTY***

### **A. POLICY**

The Company believes that maintaining a workplace that is free of drugs, weapons and other harmful materials is vital to the health and safety of its employees and to the Company's success. The Company also intends to protect against the unauthorized use and removal of Company property and disclosure of trade secrets, and to assure its access at all times to Company property, equipment, records, documents and files.

As a result, the Company, including through its security personnel, reserves the right to search and monitor all Company premises and Company property, including the right to inspect employees and their personal effects, lockers, purses, briefcases, other containers, work stations, Smartphones and private vehicles located on Company property at any time. Employees have no reasonable expectation of privacy in such items. The Company will not request a prospective or current employee's social media password(s) to divulge personal social media or to request the employee log in while the employer is present, unless as part of an investigation into employee misconduct or violation of applicable laws and regulations, so long as the information obtained is used for that purpose only. These inspections may be conducted at the discretion of the Company, with or without advance notice or consent at any time consistent with applicable law.

An employee's entry onto Company property constitutes the employee's consent to such inspections, and employees who fail to cooperate in any inspection may be subject to disciplinary action, up to and including termination of employment.

Employees should not bring valuables onto Company premises. The Company is not responsible for any personal items that are lost, damaged, stolen or destroyed.

In addition, only business-related communications and information should be placed or stored in Company computers, electronic and voicemail communications systems, and other Company communication systems. Accordingly, do not place or store personal information or communications in Company computers and communication systems. Please see the Use of Technology policy separately included in this Handbook.

### **B. DEFINITIONS**

For purposes of this policy:

"Prohibited materials" means firearms or other weapons, explosives and/or hazardous materials, materials that violate other Company policies, including but not limited to the anti-discrimination and/or harassment policies, or articles, and Company property that you are not authorized to have in your possession.

"Company property" includes all vehicles, documents, records, computers, computer hardware, software, networks, Internet access, electronic mail, voicemail and files relating to the Company's business, employees and clients, and all equipment, hardware and other property of any kind, whether owned, leased, rented or used by the Company.

# ENDEAVOR

“Company premises” includes all premises and locations owned or leased by the Company or under the control of the Company, including, without limitation, vehicles, offices, desks, cabinets, closets, parking lots, lockers and storage areas.

“Possession” means having the prohibited materials on one’s person or otherwise under one’s control, and while on Company premises, conducting Company business, or on Company property.

## **C. INSPECTIONS, SEARCHES AND MONITORING**

### *1. ACCESS TO COMPANY PROPERTY*

The Company reserves the right to conduct routine inspections or searches at any time. In addition, the Company reserves the right to access at all times information and communications stored in Company computer files, on Company disk drives, in your electronic mail boxes and in your voicemail box.

Routine searches or inspections for Company property may include your office, desk, locker, file cabinet, closet, computer files, electronic mail box, voicemail box or similar places where you may place or store Company property or Company related information, whether or not such places are locked or protected by access codes or passwords.

Because even a routine search for Company property might result in the discovery of your personal possessions or personal information you are encouraged not to bring into the workplace any personal property or personal information that you do not want to reveal to the Company.

### *2. INSPECTIONS AND SEARCHES FOR PROHIBITED MATERIALS*

Inspections or searches for prohibited materials on Company premises will be conducted whenever the Company believes that you may be in possession of such materials in violation of this policy or any other policy of the Company.

Inspections or searches for prohibited materials may include your office, desk, file cabinet, closet or similar places where you may place personal possessions, whether or not such places are locked.

The Company reserves the right to take appropriate action to prevent any employee from removing Company property without authorization.

### *3. MONITORING*

All Company property may be monitored or accessed at any time, with or without notice, not necessarily in the employee’s presence, consistent with applicable law. Employees have no reasonable expectation of privacy in any Company property, including but not limited to the Company’s computer network, e-mail and voicemail. Monitoring may be performed by observation, or through aural, mechanical, electronic or other means. Monitoring may take place on a regular or random basis and may be used to monitor your job performance, for training or quality control purposes, or in instances in which the Company has a reasonable suspicion that you are in possession of prohibited materials or using Company property in an unauthorized manner.

### *4. DISCIPLINARY ACTION*

If you are found to be in possession of prohibited materials in violation of this policy, and/or in violation of any Handbook provisions to which this policy applies, or if you are found to have used Company property



in an unauthorized manner, you will be subject to disciplinary action, up to and including termination of employment, regardless of the Company's reason for conducting the search, inspection or monitoring.

If you refuse to cooperate with a search or inspection, the Company may take that refusal into consideration in determining appropriate disciplinary action. Discipline will be based on all available information. It is therefore to your advantage to cooperate with the search or inspection whenever prohibited materials are present.

## *USE OF TECHNOLOGY POLICY*

### **A. INTRODUCTION**

The Company's technology resources – including desktop and portable computers, smartphones, computer systems, fax machines, Internet and world wide web access, voicemail, e-mail, telephone systems and Intranet– enable employees to quickly and efficiently access and exchange information throughout the Company and around the world. When used properly, we believe these resources greatly enhance employee productivity and knowledge. Because these technologies are both new and rapidly changing, it is important to explain how they are to be used in the Company's operations and as part of your responsibilities as an employee.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, retaliatory or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, solicitation or any other conduct prohibited by law and/or Company policy or any conduct that is not in the best interest of the Company, will be subject to disciplinary action, up to and including termination of employment.

This policy applies to all technology resources that are owned or leased by the Company, used on or accessed from Company premises, or used in connection with Company business. This policy also applies to all activities using any Company-paid accounts, subscriptions or other technology services, such as the Internet and world wide web access, voicemail, and e-mail, whether or not the activities are conducted from Company premises. Voicemail systems, e-mail systems, computer systems, including all software and hardware, the computer network and the data transmitted or stored therein are and remain at all times the sole property of the Company and employees shall not duplicate, copy or download any electronic communications or other electronic information unless absolutely necessary to the performance of their job duties. As such, all voicemail and e-mail messages and data created, sent and received, and any and all information stored on Company computers and the computer network are and remain the sole property of the Company.

As you use the Company's technology resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail and voicemail messages are sometimes treated like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an employee knew, stated, observed or experienced. You should keep this in mind when creating voicemail messages, e-mail messages and other documents. Even after you delete an e-mail or voicemail message, or close a

# ENDEAVOR

computer session, the information may still be recoverable and often remains on the system. All e-mail and voicemail messages and all computer data are stored on a central back-up system in the normal course of data management. Accordingly, employees should not write anything in the Company's e-mail, leave any message in the Company's voicemail, store anything on the Company's computer system, or transmit or receive anything over the Internet that the employee would not prepare in a hard-copy memorandum or letter.

Except to the extent recognized by applicable law with respect to an employee's personnel file, and medical and genetic information, employees have no right of privacy in any information or file transmitted or stored through, or maintained in or on, the Company's property, including its technology resources. The privacy of e-mail, voicemail messages and computer system messages cannot be guaranteed to anyone. Although voicemail, e-mail and the Company's computer systems may accommodate the use of passwords or codes for security, the reliability of such for maintaining confidentiality cannot be guaranteed. You must assume that any and all messages may be accessed by someone other than the intended or designated recipient. Use of passwords or other security measures does not in any way diminish the Company's rights to access materials on its systems, nor does it create any privacy rights of employees.

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee or consent and at any time, not necessarily in the employee's presence. Employees have no reasonable expectation of privacy in such communications or information. This includes but is not limited to the right to monitor messages left on voicemail, e-mail, and text messages, Internet usage, and to inspect all computers including software, databases, hardware and digital files, to ensure compliance with this policy, without notice to the employee and at any time, not necessarily in the employee's presence, consistent with applicable law.

## **B. ACCEPTABLE USES**

The Company's technology resources are provided for the benefit of the Company. Incidental personal use of the Company's technology is, however, permitted provided any personal use does not adversely affect your productivity, the Company's business or violate any Company policy. Excessive personal use of computers, the Internet or electronic mail may be grounds for disciplinary action, up to and including termination of employment.

## **C. UNACCEPTABLE USES**

Although incidental personal use of the Company's technology is permitted, personal messages are treated the same as business messages and are considered to be Company property. E-mail content must always be professional and in compliance with Company policies. The Company strictly prohibits any electronic communications that contain explicit or implicit threats; disparaging comments about the Company, its employees or clients; information that may breach a person's privacy or publicity rights; misrepresentations of fact; the Company's confidential or proprietary information; or offensive, harassing or derogatory language, graphics or images which serve no legitimate business purpose. Notwithstanding the foregoing, nothing in this policy prohibits employees from discussing the terms and conditions of their employment or engaging in concerted activity under federal law.

The Company strives to maintain a workplace free of harassment and sensitive to the diversity of its

employees, and the Company's policies against discrimination and harassment apply fully to the use of the Company's technology resources. Therefore, the Company prohibits the use of computers, the e-mail system and other electronic communications in any way that is disruptive, offensive to others, or harmful to morale. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial, ethnic or gender slurs, gender-specific negative comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability (actual or perceived), marital status, medical condition, genetic information, veteran status, sexual orientation or any other category protected by federal, state and local law. Any use of the Company's technology resources, to harass or discriminate, may be unlawful, is prohibited by the Company, and violates the Company's nondiscrimination and harassment policies. Violators will be subject to disciplinary action, up to and including termination of employment.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technology resources using another employee's password. Similarly, you should only access the libraries, files, data, programs and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage or alteration of files, passwords, computer systems, computer software programs, or other property of the Company, or improper use of information obtained by unauthorized means, is prohibited.

Employees are prohibited from reading messages delivered to someone else's e-mail, or from listening to someone else's voicemail without proper authorization. Anyone who receives an e-mail or voicemail message for which they are not the intended recipient must (i) read or listen only to what is necessary to determine that he or she is not the intended recipient; (ii) immediately inform the sender that the message was sent in error; and (iii) delete the message from the unintended recipient's mailbox. Any exception to this policy must be approved in writing by the general counsel of the Company.

Abuse of the Internet access provided by the Company in violation of law or Company policies will result in disciplinary action, up to and including termination of employment. Employees also may be held personally liable for any violations of this policy that result in violations of the law. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action, up to and including termination of employment:

- sending or posting discriminatory, harassing or threatening messages or images;
- using Company resources for personal gain;
- stealing, using or disclosing someone else's code or password without authorization;
- copying, pirating or downloading software and electronic files without permission;
- sending or posting confidential material, trade secrets or proprietary information outside of the Company;
- violating copyright law;
- engaging in unauthorized transactions that may incur a cost to the Company or initiate unwanted

# ENDEAVOR

Internet services and transmissions;

- sending or posting messages or material that could damage the Company's image or reputation;
- participating in the viewing or exchange of pornography or obscene materials;
- sending or posting messages that defame or slander other individuals;
- attempting to break into the computer system of another organization or person;
- refusing to cooperate with a security investigation;
- sending or posting chain letters, solicitations or advertisements not related to business purposes or activities;
- using the Internet for political causes or activities, religious activities or any sort of gambling;
- jeopardizing the security of the Company's electronic communications systems;
- sending or posting messages that disparage another organization's products or services; and
- engaging in any other illegal activities.

## **D. BLOGGING**

"Blog" is an abbreviated version of "weblog," which is a term used to describe an individual's website featuring personal, diary-type commentary about one's personal thoughts; it is not authorized by, sponsored by or sanctioned by an individual's employer. Blogging is not business-related and should not be done during work hours. For employees who may have their own blogs, it is important to note that the personal opinions contained on such blogs may contravene Company policy and applicable laws as well as create potential legal liability for both the Company and the individual blogger. You are to exercise personal responsibility whenever you blog or post and be mindful of the following guidelines:

- Do not disclose any information that may be considered confidential and/or proprietary. Do not disclose information obtained in the course of your employment with the Company which has not been disclosed to the public, including without limitation, anything related to Company inventions, trade secrets, intellectual property, strategy, financials, products, product plans, clients, customers, vendors, competitors, policy, etc. Disclosing confidential and/or proprietary information is absolutely prohibited. The Company's confidentiality policy applies even if you are not on work time. The disclosure of confidential and/or proprietary information will result in disciplinary action, up to and including termination of employment.
- Whether you are publishing your own blog or participating in someone else's, make it clear that you are expressing your own views and opinions, and that you do not speak on behalf of the Company.
- Be respectful of your potential readers. Do not use discriminatory, harassing or retaliatory comments, ethnic slurs, racial comments, off-color jokes, personal insults, libel, slander or engage in any other conduct that violates Company policy and/or applicable law.

- If you have any questions about the content of your blog, please feel free to seek guidance from Human Resources. The Company reserves the right to monitor all blogs for the purpose of protecting its interests and require that any blog which, in the Company discretion, presents a conflict of interest, be discontinued. The failure to follow these guidelines may result in disciplinary action, up to and including termination of employment.

Nothing in this policy prohibits employees from discussing the terms and conditions of their employment or engaging in concerted activity under federal law.

## **E. SOCIAL MEDIA**

You should be aware that public statements that you make about the Company (on social media or elsewhere) and all work-related conduct (on social media or elsewhere), reflect on the Company. Employees are expected to comport themselves with the policies contained in this Code at all times. Please see the Company's Social Media Policy for further information.

## **F. ACCESS TO INFORMATION**

When you are using the Company's computers, you are creating Company documents using a Company asset. Employee privacy rights do not extend to an employee's work-related conduct, or to the use of Company property, including its technology resources.

The Company reserves the right to retrieve, access, review, copy, read, listen, disclose or delete any message, file or data composed, sent or received via voicemail or e-mail, or sent or received via the Internet, or stored on the Company's computers or on the computer network, at any time, with or without advance notice, in order to serve the needs of the Company's business. All information, including text and images, may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

The Company reserves the right to monitor employees' use of Company telephones, computer networks, Internet and voice and e-mail systems. Monitoring may be performed by observation, or through aural, mechanical, electronic or other means. Monitoring may take place on a regular or random basis and may be used to monitor your job performance, for training or quality control purposes, to determine compliance with Company policies, to investigate employee misconduct, to assess compliance with the Company's policies, to evaluate personal use of the Company's technology resources, or for other business reasons.

All information, including voicemail and e-mail messages and files, that are created, sent or retrieved over the Company's technology resources is the property of the Company, and should not be considered private or confidential from the Company. Employees should also be aware that, even when a file or message is erased or a visit to an Internet or web site is closed, it is still possible to recreate the message or locate the web site.

## **G. COPYRIGHTED MATERIALS**

You should not reproduce and/or distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action including

# ENDEAVOR

termination by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to the Vice President and Associate General Counsel of Endeavor.

## **H. CONFIDENTIAL INFORMATION**

E-mail and Internet/web access is not entirely secure. Others outside the Company may also be able to monitor your e-mail and Internet/web access. For example, Internet sites maintain logs of visits from users. These logs identify which Company computer, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask IT for guidance on securely exchanging e-mail or gathering information from these sources.

All employees should safeguard the Company's confidential information, as well as that of customers and others, from disclosure. Do not access new voicemail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area. E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: "CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED."

## **I. SECURITY OF INFORMATION**

Although you may have passwords to access computer, voicemail and e-mail systems, these technology resources belong to the Company, are to be accessible at all times by the Company, and are subject to inspections by the Company with or without further notice. The Company may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. All passwords must be made available to the CFO or the Head of IT upon request. You should not provide a password to other employees or to anyone outside the Company, and you should never access any technology resources using another employee's password. Passwords not known to the Company may not be used. However, the Company will not request a prospective or current employee's social media password(s) to divulge personal social media or to request the employee log in while the employer is present, unless as part of an investigation into employee misconduct or violation of applicable laws and regulations, so long as the information obtained is used for that purpose only.

In order to facilitate the Company's access to information on its technology resources, you may not encrypt or encode any voicemail or e-mail communication or any other files or data stored or exchanged on Company systems.

## **J. YOUR RESPONSIBILITIES**

Each employee is responsible for the content of all text, audio or images that the employee places or sends over the Company's technology resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violation of this policy may result in disciplinary action up to and including termination of employment. In addition, the Company may advise appropriate law enforcement officials and other persons of any violations. Employees learning of any violations of this policy must immediately notify Human Resources.

## **K. COMPUTER SOFTWARE AND HARDWARE**

The Company's computer hardware and software are valuable assets. Unauthorized copying and use of computer software is prohibited by federal and state law. All computer software used by the Company must be legally purchased and used only in compliance with the software supplier's license. Unauthorized copying or use of computer software exposes both the Company and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto the Company's computers, and may not copy software from the Company for personal use. Employees must contact IT to install any software on the Company's computers. Further, employees are prohibited from downloading any copyrighted material of any kind (including but not limited through the use of "torrents" or peer file transfer of any kind). Unauthorized review, duplication, dissemination, removal, installation, damage or alteration of files, passwords, computer systems or programs, or improper use of information obtained by improper means may result in disciplinary action, up to and including termination of employment.

Company computers may be audited at any time, and any software not issued by the Company shall be removed.

Employees are responsible for all company property entrusted to them, including laptops and mobile devices. Accordingly, employees may be liable for any lost, stolen, or damaged company-owned devices.

## **L. UNSOLICITED MATERIAL**

It is the corporate policy of the Company not to accept, read, listen to and/or review any unsolicited material.

"Unsolicited material" includes anything received by a Company employee that was not specifically requested by a Company employee. This may include scripts, books, video and/or audio tapes or DVD/CDs, artwork, headshots, resumes, promotional materials, gifts, query letters, etc.

Employees should not read, listen to, copy or duplicate any unsolicited material that they may receive. Nor shall an employee return any unsolicited material to the sender. ALL unsolicited material should immediately be forwarded to the Legal Department, Attn: unsolicited so that it may be returned via certified mail (receipt requested) in accordance with our corporate policy. Please forward any packaging and accompanying correspondence, as well. The Legal Department maintains a record of all unsolicited material received.

Employees should not communicate with the sender of any unsolicited material regarding their submission. All calls, letters, e-mail or other communications pertaining to any unsolicited submission should be referred to [unsolicited@wmeentertainment.com](mailto:unsolicited@wmeentertainment.com) or [unsolicited@img.com](mailto:unsolicited@img.com). Should an employee wish to review any material from someone who does not have a continuing business relationship with the Company, a signed Property Release Form (available from the Legal Department) must be obtained before accepting the submission. This pertains not only to unsolicited material, but to any material being sent by someone other than a client, agent, manager, producer or attorney, with whom the Company regularly conducts business. If you are unsure whether someone has an existing business relationship with the Company, please contact the Legal Department before directing anyone to submit any material. Any material that an employee directs a third party to send or agrees to receive, will not be treated (and returned) as unsolicited material. Therefore, if you do not intend to read, listen to and/or review a submission, do not agree to accept it or instruct anyone to send it.

# ENDEAVOR

## *PERSONNEL MATTERS*

### **A. ATTENDANCE AND TARDINESS**

Regular attendance and punctuality are essential functions of your job. Absenteeism and tardiness place a burden on others to carry out your workload.

The Company recognizes that there will be times when an employee will not be able to be at work. An occasional illness or circumstance necessitating tardiness may occur. However, frequent lateness, absence or early departure is not acceptable.

When it is foreseeable that an employee must be late or absent from work, the employee must personally give the employee's supervisor as much advance notice as possible of that fact, and provide the supervisor with the reason for the absence or tardiness, and the expected time the employee will be at work. When it is not foreseeable that the employee will be late for or absent from work, the employee must personally give the employee's supervisor and Human Resources notice of that fact within the first hour of the employee's scheduled shift. The employee must also provide the supervisor and Human Resources the reason the employee was absent or tardy, and when the employee expects to return to work. A note from a healthcare provider certifying that the employee is able to return to work and the date the employee is able to resume work may be requested by Human Resources for any time missed.

An employee who is absent for three consecutive days without reporting or calling his or her supervisor, will be considered to have abandoned the position and voluntarily terminated employment.

### **B. CHANGES IN PERSONNEL RECORDS**

To ensure that our records are always current, any changes which affect your personal information, (e.g., name, address, telephone number, person to notify in case of emergency, etc.) should be reported and submitted in writing to Human Resources.

### **C. PERSONAL PROPERTY**

Personal property, including cash in large amounts, jewelry and other valuable items should not be brought onto Company premises. The Company is not responsible for the loss of such items.

### **D. DRESS CODE**

Employees must project a professional image at all times. Should a casual day be announced, you are expected to wear clean, neat professional clothing. It is never appropriate to wear stained, wrinkled, frayed or revealing clothing to the workplace. If you are considering wearing something and you are not sure it is acceptable, choose something else. For some, traditional business attire may simply remain a more favored option on casual day. Reasonable accommodations to this Policy will be made for religious dress and grooming practices and/or in accordance with the Americans with Disabilities Act and applicable state disability law.

### **E. OPEN DOOR POLICY**

Most of us have a question or complaint from time to time. If you do, remember, the only way we can answer your question or solve your problem is for you to tell us about it and talk it over with us. If you have a question



or complaint, we urge you to talk to your supervisor or Human Resources. The Company believes in open discussion and an open-door mode of operation. While the Company cannot guarantee every issue will be resolved to every employee's satisfaction, the Company values each employee's observations and input, and all employees can feel free to raise issues of concern, in good faith, without fear of retaliation. The Company will attempt to keep all concerns, investigations and resolutions as confidential as possible, however it cannot guarantee confidentiality at the expense of a thorough and effective investigation.

## **F. CO-WORKER RELATIONS**

Whenever people work together, there are bound to be conflicts. We do not expect everyone will always get along with one another or like each other but we do expect you to respect each other and act professionally at all times. Regardless of how you feel about another employee, under no circumstances are you to ever talk in a derogatory manner about an individual. Derogatory or offensive comments about your co-workers create a negative work environment which is counterproductive. Such behavior is a serious offense and violates Company policy. If you have a problem with any other employee, we urge you to inform your supervisor or Human Resources rather than discussing it with your co-workers so the matter can be dealt with and resolved as quickly as possible. Nothing in this policy prohibits employees from discussing the terms and conditions of their employment or engaging in concerted activity under federal law.

## **G. DISCIPLINARY PROCEDURES**

The Company does not follow a standard series of disciplinary steps and, in certain circumstances, at the Company's discretion, an employee's conduct may lead to immediate termination of employment.

Any employee whose performance fails to meet the objectives and goals of the Company, or who commits an act contrary to accepted rules of conduct, or who violates any Company policy, may face disciplinary action up to and including termination of employment. Some performance or behavior problems initially may result in counseling or discipline short of termination of employment. The nature of the counseling or discipline will be dependent upon the type and context of the violation and the judgment of the immediate supervisor. Discipline can include any of the following, in no particular order:

- Discussion and counseling regarding the performance or behavioral issue;
- Counseling by the immediate supervisor if the problem continues;
- Discipline – written warning;
- Discipline – suspension without pay;
- Termination of employment.

This process is intended to encourage the correction of problems and to improve performance but termination may result whenever management concludes that it is appropriate. The Company's use of any of these procedures in no way limits or alters the employee's at-will employment status, nor does it require the Company to follow any "progressive discipline."

## **H. STANDARDS OF CONDUCT**

The Company expects employees to conduct themselves in a manner which does not adversely affect the

# ENDEAVOR

interests of the Company, its employees or clients. If you violate any of the policies in this Handbook, you may be subject to disciplinary action, up to and including termination of employment. It is not possible to list all the forms of behavior that are considered unacceptable, but the following is a non-exhaustive list of examples of unacceptable conduct that may result in disciplinary action, up to and including termination of employment:

- Insubordination and other conduct deemed unprofessional by the Company;
- Use of rude, disrespectful, abusive or threatening language at any time on Company premises or toward Company employees;
- Failing or refusing to comply with instructions, to follow Company procedures, to perform reasonable duties assigned or to follow safety regulations;
- Fighting, gambling or engaging in horseplay in or around Company facilities;
- Making disparaging, false or malicious statements regarding the Company or any employee;
- Stealing, or attempted stealing from, or defrauding, or attempted defrauding of the Company or any employee or client. This applies to non-working hours as well as while on the job;
- Theft, damage or destruction of Company property or the property of another while on Company business;
- Falsifying or altering any Company record including but not limited to applications for employment, pre-employment records or time records, or withholding of any relevant information;
- Failure to immediately notify the company of an arrest or conviction of any misdemeanor or felony;
- Appearing visibly intoxicated, impaired, or under the influence of alcohol or non-prescribed drugs while conducting company business;
- Failure to submit to a drug or alcohol test when there is reasonable suspicion to conclude that you may be impaired at work (such as following a serious workplace accident) ;
- Unacceptable job performance, including, but not limited to unsatisfactory work quality or quantity, or unsatisfactory work habits, attitude or demeanor;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's time card;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials or facilities;
- Carrying firearms or any other weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours or on Company property;
- Failing to timely and properly notify a supervisor when unable to report to work;

- Unreported absences of three or more consecutive scheduled workdays;
- Violation of the Attendance and Tardiness policy;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and meal periods;
- Failing to provide a physician's certificate to Human Resources when requested or required by Company policy to do so;
- Making or accepting personal telephone calls, including cell phone calls, of unreasonable length or number during working hours (except in cases of emergency);
- Working overtime without authorization;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Using the Company name/logo for unauthorized purposes or personal gain (i.e., contests involving newspapers, radio or other media);
- Violating or abusing any Company policy, including but not limited to, the Company's blogging, confidential information or computer policies; or
- Any conduct that has the potential to significantly harm the reputation of the Company or its business, its employees or clients.

It is not possible to list all forms of behavior that are expected of our employees in the workplace. Use your good judgment and check with your supervisor or Human Resources if you have any questions about workplace behavior expectations. Inappropriate employee conduct may lead to disciplinary action, up to and including termination of employment.

The Company does not have a formal progressive discipline policy requiring a set number of warnings or counseling sessions. Instead, each case is considered based on its own facts. In the case of misconduct or violation of the Company's policies, immediate termination may be appropriate depending on the facts.

Nothing in this policy, Handbook or the listing above is intended to alter the at-will nature of employment with the Company, nor to limit the right of the Company to terminate an employee immediately and without resorting to any progressive discipline.

## **I. OFF-DUTY CONDUCT**

In general, the Company does not seek to interfere with an employee's off-duty activities. However, the Company cannot tolerate off-duty conduct or activities which impact negatively on the Company, either in terms of an employee's individual work performance, or the business interests of the Company, including its reputation. For instance, any illegal or immoral conduct by an off-duty employee may affect or have the potential to affect the Company. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation or credibility. Off-duty conduct that adversely affects the Company's reputation, legitimate business interests or an employee's ability to perform his or her work will not be tolerated and will result in disciplinary action, up to and including termination of employment.

# ENDEAVOR

Nothing in this policy prohibits employees from discussing the terms and conditions of their employment or engaging in concerted activity under federal law.

## **J. EMPLOYMENT REFERENCES**

The Company wants to ensure that information provided to individuals outside the Company, and to agencies and organizations, regarding current or former employees is accurate. Consequently, an employee may not provide any information (either “on the record” or “off the record”) regarding current or former employees.

All inquiries and requests of this type are to be referred to Human Resources. No other employee is authorized to release any information about a current or former employee. The Company will normally verify, upon written request, only the current or former employee’s dates of employment, and position or positions held, unless otherwise required by law. The Company may require the requesting person, the Company or organization to provide the employee’s written authorization to disclose and to release certain personnel information.

## **K. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the Company and its operations must be referred to the Head of Communications. Only the Head of Communications is authorized to make or approve public statements (whether oral or written) on behalf of the Company or its operations, with consultation and review from the Legal Department, as appropriate, in order to ensure accuracy and compliance with applicable laws and regulations. No employees, unless specifically designated by the Head of Communications, are authorized to make statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper or other publication on behalf of the Company, or grant an interview on behalf of the Company, must first obtain approval from the Head of Communications.

## **WORKPLACE VIOLENCE**

### **A. THE STATEMENT OF POLICY**

The Company recognizes that workplace violence is a growing concern of employers and employees across the country. The safety and security of our employees is of paramount importance. Thus, the Company is committed to taking reasonable measures to create a safe, violence-free workplace. The Company strictly prohibits employees, consultants, customers, vendors, suppliers, visitors or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity toward violence even prior to the occurrence of any violent behavior.

The Company believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and will respond to any situation that presents the possibility of violence.

### **B. WORKPLACE VIOLENCE DEFINED**

- Workplace violence includes:
- Threats of any kind;

- Threatening, physically aggressive or violent behavior, such as intimidation of or attempts to instill fear in others;
- Defacing Company or employee property, or causing physical damage to such property;
- With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, or while conducting Company business;
- Harassing or threatening phone calls;
- Stalking;
- Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Company or employee property, or a demonstrated pattern of refusal to follow Company policies and procedures; or
- Any conduct resulting in a conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests.
- Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

## **C. REPORTING**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, consultant, customer, vendor, supplier, visitor or anyone else, he or she should immediately notify security and Human Resources. Alternatively, an employee can utilize the Company's third party anonymous complaint hotline via telephone (877.537.8685) or online at <http://news.wmeent.com/wme-img-business-ethics-hotline/> (WME) or <http://wmeimgconnect.img.com/wme-img-business-ethics-hotline/> (IMG).

Further, employees must notify security and Human Resources if any restraining order is in effect that impacts the workplace, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

## **D. INVESTIGATION**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances including to law enforcement. The Company will not tolerate retaliation against any employee who reports workplace violence.

## **E. CORRECTIVE ACTION AND DISCIPLINE**

If the Company determines that workplace violence has been threatened or has occurred, the Company will take appropriate corrective action, up to and including termination of employment. The Company will also inform law enforcement of any workplace violence incident and will fully cooperate with law enforcement. If the violent behavior is that of a non-employee, the Company will take appropriate corrective action, including

# ENDEAVOR

notifying law enforcement and security, in an attempt to ensure that such behavior is not repeated.

## ***CELLULAR PHONES AND SIMILAR DEVICES – SAFE USE OF ELECTRONIC COMMUNICATION DEVICES WHILE DRIVING***

The laws of many of the states where the Company does business and the Company's policy require that all employees must use hands-free devices whenever using a cell phone while driving; otherwise, the employee must safely pull off the road before making or receiving a business call. Employees may never communicate by text messaging while driving on Company business. Safety must come before all other concerns.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued electronic communication devices (e.g., cell phones, smart phones, Blackberries and iPhones, PDAs, pagers, text messaging devices or other wireless communication devices) for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of electronic communication devices while driving will be solely responsible for the payment of all traffic tickets that result from such actions.

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

## ***SECURITY***

The security of the Company's facilities, as well as the welfare of our employees, requires that every individual be aware of potential security risks. You should be alert at all times and should immediately report the presence of any suspicious persons to your supervisor, or to Security. Computer passwords, electronic door codes and any other security access information should not be disclosed to anyone who is not authorized to have that information. Keys to Company offices should not be given to anyone who is not entitled to have access to those offices. You must immediately notify Human Resources, Security or Facilities when any keys are lost. For security and safety reasons, visitors must report to the front desk and must not enter through any other entrance. You should secure your desk at the end of the day or when called away from your work area for an extended length of time.

## ***OPERATION OF VEHICLES***

The use of Company-owned or Company-leased vehicles and rental of vehicles for Company business are limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All employees authorized to drive Company-owned or Company-leased vehicles or to rent vehicles for use in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to the Human Resources immediately.

From time to time, the Company or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include

driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that employee may be restricted from driving, reassigned, suspended or terminated, at management's discretion.

A valid driver's license must be in your possession while operating a vehicle on Company business. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety and parking laws or regulations. Drivers should demonstrate safe driving habits.

Upon written approval of the Human Resources, certain employees may drive their own personal vehicles while conducting Company business. These employees must maintain adequate personal automobile liability insurance, with minimum amounts established by the Company. A copy of current insurance coverage must be maintained in the employee's personnel file. Employees doing so should promptly submit an expense report detailing the number of miles driven on Company business. The Company will pay mileage reimbursement in accordance with applicable reimbursement rates. Such reimbursement takes into account the cost of liability and collision damage insurance, and the amount of any collision deductible which the employee may have to pay. Employees are expected to observe the above policies while on Company business, even if driving their own personal vehicles.

## ***PERSONAL VEHICLE USE APPROVAL***

You are hereby authorized to drive your own personal vehicle while conducting Company business. When you do so please remember to drive safely and defensively. A valid driver's license must be in your possession while operating a vehicle on COMPANY business. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. You should demonstrate safe driving habits. While we expect you to perform your tasks in a timely fashion, there is simply nothing that is so urgent that it should lead you to drive in an unsafe manner.

When on company business you should use only your own vehicle. Do not borrow a vehicle from anyone else.

You must at all times maintain adequate personal automobile liability and property damage insurance on your vehicle, with at least the minimum amounts established by the Company. You must provide a copy of the declarations page of your vehicle insurance policy prior to driving your vehicle on company business. You also must immediately notify the Human Resources Department if there is any change in your insurance coverage.

You also must possess a current, valid driver's license, and a driving record acceptable to the Company. Any change in the status of your driver's license, or in your driving record, must be reported to the Human Resources Department immediately. From time to time, the Company or its insurance carrier may request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that your driver's license status or driving record becomes unacceptable to management or the Company's insurance carrier, you may be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

You should promptly submit an expense report, in accordance with the Company's policies, detailing the number of miles driven on Company business. The Company will pay mileage reimbursement in accordance with applicable reimbursement rates. Such reimbursement takes into account the cost of liability and

# ENDEAVOR

collision damage insurance, and the amount of any collision deductible which you may have to pay.

If you are involved in an automobile accident while on firm business, the firm will not pay for or reimburse you for any portion of your insurance deductible, or for any of the damage to the automobile you were driving at the time. Nor will the firm pay for a rental automobile, if you should need one. Having available reliable transportation for your use is your responsibility. Making deliveries for the firm, or otherwise using an automobile for firm business, are essential functions of your job. If you do not have an automobile available for your use, you are not permitted to drive on firm business.

## *SOLICITATION AND DISTRIBUTION*

Solicitation of any kind of an employee on Company premises by another employee, including solicitation for charities, organizations, non-work-related events, or showers, is prohibited while either person is on working time. Working time is the time during which the person solicited is working, or the time during which the person doing the soliciting is working, but it does not include meal and break periods, or before and after work. Employees may distribute or circulate written materials not issued by the Company to other employees only during non-working time and only in non-working areas.

Trespassing, soliciting, or distributing literature, handbills or other printed materials by non-employees is prohibited on Company premises at any time.

## *CONFLICT OF INTEREST, CONFIDENTIALITY AND CODE OF ETHICS POLICY*

### **A. CONFLICTS OF INTEREST**

Conflicts of interest are prohibited. Conflicts of interest arise when an employee's objectivity in reaching, influencing or making decisions for the Company is affected by factors other than the Company's best interests. Possible conflicts of interest must be immediately reported in writing to Human Resources, so that an objective determination may be made as to whether those circumstances adversely affect the Company and should be avoided or discontinued. Circumstances which are disclosed to the Company and thereafter authorized in writing by Human Resources do not violate Company policy and may continue in the manner authorized. Reporting of possible conflicts of interest cannot be avoided by knowingly engaging in otherwise reportable activities through third parties such as the employee's spouse, other members of the family or other persons or organizations.

Conflicts of interest arise in many situations, and it is impossible to list all potential conflicts that may exist. Circumstances in which possible conflicts of interest could arise and which must, therefore, be reported include, but are not limited to, the following:

- Making or influencing any decision on behalf of the Company regarding any supplier, contractor, client or other enterprise with whom the Company does business when the employee or any member of the employee's family own an interest in such enterprise, or makes or influences decisions for such person or enterprise affecting the Company;
- Owning an interest in or acting in any capacity for any enterprise in competition with the Company;
- Owning an interest in any property whose value has been or could be affected by any action of the Company, which is influenced by or results from a decision or recommendation of the employee



owning such interest;

- Appropriating for oneself or diverting to others any business opportunity in areas where the Company conducts business or, in areas where the employee knows, or has reason to know, that the Company anticipates conducting business;
- Soliciting the Company's employees to work for another employer, whether during or after your employment with the Company;
- Employment with a competitor during your employment with the Company;
- Acting as an employee, advisor, consultant, officer, or director of another company or business without seeking the prior written approval of the Legal Department and the Chief Operating Officer.
- Accepting equity (or any other form of ownership) in any company in exchange for services rendered without the prior written approval of the Legal Department and the Chief Operating Officer.
- Personal or romantic involvement with a competitor, supplier, client or employee of the Company which (i) impairs, could impair or has the appearance of impairing one's ability to exercise good judgment on behalf of the Company; or (ii) negatively impacts the Company's business; or
- Supervisor-subordinate romantic or personal relationships (i) where one of the employees reports to the other employee; (ii) which can create possible claims of sexual harassment, abuse of power, or favoritism; (iii) which can adversely affect morale.

Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Company. If you have a question about a particular action that might constitute an actual or potential conflict of interest, you should discuss this with Human Resources.

## **B. CONFIDENTIAL AND PROPRIETARY INFORMATION**

During the course of your employment with the Company, you may have access to, acquire or become acquainted with trade secrets, confidential and proprietary information and property relating to the Company, its business, clients or fellow employees.

The Company's confidential and proprietary information, trade secrets and internal information are valuable assets. Protection of this information plays an essential role in the Company's continued growth and success. Confidential and proprietary information and trade secrets are not always of a technical nature. Such information can also include but is not limited to strategic objectives, business research, new service or product plans, unpublished financial information, pricing and contract information, all client information, recruiting processes and policies, vendor information, business habits, and future plans.

All information obtained in the course of your employment is to be used only for conducting Company business. As a condition to employment and continued employment with the Company, employees are required to accept and abide by this provision.

You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. You agree (i) to regard and preserve this information

# ENDEAVOR

as highly confidential and the trade secrets of the Company; (ii) to not disclose, or permit to be disclosed, any of this information to any person or entity, absent written consent and approval from the Company; (iii) to not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of this information without the Company's written consent and approval; (iv) to not make any use of this information for your own benefit or the benefit of any person or entity other than the Company; and (v) to return all of this information to the Company immediately upon request for same.

Employees who improperly use or disclose confidential or proprietary business information or trade secrets will be subject to disciplinary action, up to and including termination of employment, and could be subject to legal action under state and federal laws.

Your obligations to protect the Company's confidential and proprietary information and trade secrets continue even if the Company no longer employs you.

Nothing in this policy prevents employees from discussing their working terms and conditions among themselves and engaging in concerted activity under federal law.

## **C. COMPANY NAMES AND LOGOS**

The Company owns all right, title and interest in and to all service marks, trademarks and trade names used by the Company (including without limitation the WME name and logo). Employees may not engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title and interest in and to such marks and names, or cause any diminishment of value of such marks or names through any act or representation. Employees may not apply for, acquire or claim any right, title or interest in or to any such marks or names, or others that may be confusingly similar to the Company's marks and names. Upon termination of your employment with the Company, whether by expiration or otherwise, you are required to cease using all of the Company's marks and names.

## **D. GIFTS AND GRATUITIES POLICY**

An employee shall not, directly or indirectly, solicit or accept any service, gratuity, entertainment, travel, pleasure outing, gift, favor or other personal benefit other than nominal remembrances such as holiday or birthday gifts, resulting from any transaction or proposed transaction involving the Company, in such amount that it could reasonably be alleged to have influenced the business judgment of the employee. All such offers shall be reported in writing to Human Resources. This rule is applicable to immediate family members as well.

## **E. OUTSIDE BUSINESS ACTIVITIES AND EMPLOYMENT**

The Company respects the rights of our employees to engage in activities outside of their employment. However, employees must avoid situations which could present a conflict of interest, or adversely affect the employee's ability to meet the Company's work requirements. Before accepting outside employment, you must discuss it with your supervisor to make sure that it will not pose a conflict or raise concerns about your ability to do your assigned work.

If the Company determines that outside work interferes with an employee's job performance or ability to meet the requirements of the organization, or does or may adversely affect the interests of the Company, the

Company may ask the employee to terminate his or her outside employment consistent with applicable law.

## **F. CODE OF ETHICS**

The Company values its reputation for integrity. While practices may vary in different business environments, honesty and integrity have always characterized and must continue to characterize the Company's business activities. Employees are not permitted to achieve results by illegal or unethical methods, including knowingly engaging in otherwise prohibited activities through third parties, such as the employee's spouse, other members of the employee's family or other persons or organizations.

The Company is committed to the highest ethical and business standards and upholding all federal and state laws and regulations related to our business practices. Each employee must (i) refrain from involvement in illegal, unethical, or otherwise improper acts; (ii) refrain from any action he or she believes is in violation of any statute, rule, or regulation; (iii) immediately report any potential or suspected violations of this policy or the law to Human Resources (or by utilizing the Company's third party anonymous complaint hotline via telephone (877.537.8685) or online at <http://news.wmeent.com/wme-img-business-ethics-hotline/> (WME) or <http://wmeimgconnect.img.com/wme-img-business-ethics-hotline/> (IMG); (iv) be open and honest in his or her business relationships with members of management, officers and agents of the Company; and (v) take responsibility for his or her actions. The Company and its management should at all times strive to achieve the utmost in ethical and professional business standards in order to meet or exceed our commitment to our customers, our partners and the community.

The following conduct will result in disciplinary action, including immediate termination of employment: (i) receiving or making any commercial bribes or kickbacks, or payments for confidential information; (ii) falsifying any Company document; or (iii) appropriating or diverting Company assets or employee services for personal benefit (e.g., including the unauthorized removal of materials, equipment and supplies, the unauthorized retention or duplication of Company documents, the unauthorized use of Company paid labor for an employee's personal benefit, and submission of fraudulent expense reports).

The Company's acts of hospitality towards persons with whom the Company conducts business should be of such a modest scale and nature that they cannot be construed as compromising the integrity or impugning the reputation of the recipient, the employee or the Company.

## **G. COMPLIANCE**

Observance of this policy is critical to the Company's continued growth and success. Questions concerning this Conflict of Interest, Confidentiality and Code of Ethics policy should be directed to Human Resources.

An employee is encouraged to discuss any contemplated activity which may violate this policy with Human Resources – prior to engaging in such activity.

Violations of this policy may result in termination of employment, legal action by the Company and even criminal prosecution depending on the type of violation.

## ***SEPARATION OF EMPLOYMENT***

Because of the "at-will" nature of your employment, you may resign as an employee of the Company at any time and for any reason with or without notice, and similarly the Company has the right to terminate

# ENDEAVOR

your employment at any time and for any reason not prohibited by law, with or without advance notice. Upon termination – whether voluntary or involuntary – you will receive your final paycheck and information regarding COBRA consistent with applicable law.

## **A. VOLUNTARY TERMINATION**

Any employee who fails to report to work for three consecutive scheduled workdays without approval or fails to return to work at the end of an authorized leave, will be considered to have voluntarily terminated his or her employment with the Company. Additionally, any employee who fails to return from an approved leave of absence on the specified return date will be considered to have voluntarily terminated his or her employment with the Company. All Company owned property must be returned immediately upon termination of employment and you will continue to be bound by your continuing obligations to the Company (e.g., duty to safeguard confidential information).

If you plan to leave the Company's employment, we ask that you provide advance notice in writing to allow the Company the opportunity to locate a replacement before you leave. The actual date of your resignation or termination will determine the final date of your active employment with the Company, and no accrued vacation or sick time can be used to extend the date of your resignation for employee benefits or any other reason. The Company reserves the right to designate any date between the date you provide notice of resignation and the date you designate as your effective resignation date, as your last date of employment

## **B. INVOLUNTARY TERMINATION**

While the decision to commence employment is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, the Company reserves the right to end the employment relationship at any time, with or without cause and with or without advance notice. In the event your employment is terminated, you must return all property owned by the Company prior to your departure, you will continue to be bound by your continuing obligations to the Company (e.g., duty to safeguard confidential information).

It is the policy of the Company that performance issues, references/recommendations and terminations be handled through Human Resources. Supervisors and managers are not permitted to terminate any employee or provide references for former or current employees without the participation of Human Resources. Please read carefully, initial each paragraph and sign on the next page.

# ENDEAVOR

# ENDEAVOR

I acknowledge that I have received a copy of Endeavor’s Employee Handbook. I understand that the Handbook summarizes Endeavor’s personnel policies and practices. I also acknowledge that I have had an opportunity to and have read the Handbook, have been able to ask any questions I have about the Handbook and its contents, and understand the Handbook. I agree to comply with the policies and procedures contained in the Handbook.

{{Int\_es\_:signer1:initials}}  
\_\_\_\_\_ (Initials)

I specifically affirm that I understand and will comply with Endeavor’s Unlawful Harassment policy.  
{{Int\_es\_:signer1:initials}}  
\_\_\_\_\_ (Initials)

I understand that my employment with Endeavor is at will, and that my employment can be terminated by me or by Endeavor, at any time, with or without cause, and with or without notice. I further understand that no manager, employee, supervisor, agent, partner or representative of Endeavor has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement which alters Endeavor’s at-will policy. The at-will nature of my employment can only be altered by a written agreement signed by me and an authorized signatory on behalf of Endeavor.  
{{Int\_es\_:signer1:initials}}  
\_\_\_\_\_ (Initials)

I further understand that, other than the “Arbitration of Disputes” policy in this Handbook, the statements contained in the Handbook are not intended to and do not create any contractual or other legal obligations, and do not alter the at-will status of my employment with WME. Except as to the at-will nature of my employment and the arbitration provision, I also understand that Endeavor may modify or rescind any policies, benefits, or practices described in the Handbook at any time and without prior notice to me. I accept responsibility for keeping informed of policy changes and maintaining my Handbook current for my use and reference.  
{{Int\_es\_:signer1:initials}}  
\_\_\_\_\_ (Initials)

After having read this Handbook, I expressly consent to the inspection, searches and monitoring provisions of the Handbook’s “Inspections and Searches on Agency Property Policy”, “Use of Technology Policy”, and agree to be bound by the “Conflict of Interest, Confidentiality and Code of Ethics Policy” of this Handbook. I hereby waive any rights of privacy I might otherwise have.  
{{Int\_es\_:signer1:initials}}  
\_\_\_\_\_ (Initials)

# ENDEAVOR

Please read carefully, initial each paragraph and sign below.

I understand that the original of this form will be placed in my personnel file.

{{Int\_es\_:signer1:initials}}

\_\_\_\_\_ (Initials)

Lastly, I understand that this Handbook supersedes and replaces all previous personnel policies, practices, guidelines, and prior statements or promises by Endeavor or its managers and supervisors that may conflict with the provisions of this Handbook.

{{Int\_es\_:signer1:initials}}

\_\_\_\_\_ (Initials)

If I have any questions regarding the content or interpretation of this Handbook, I will bring them to the attention of my supervisor.

{{Int\_es\_:signer1:initials}}

\_\_\_\_\_ (Initials)

{{Dte\_es\_:signer:date}}

Dated: \_\_\_\_\_

{{Sig\_es\_:signer1:signature}}

Employee Signature: \_\_\_\_\_

{{Name1\_es\_:fullname}}

Employee Printed Name: \_\_\_\_\_

THIS PAGE IS TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE.

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